

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 Act and the rules and regulations made hereunder ("RERA Act") and the exercise of such rights and obligations shall be subject to the provisions of RERA the Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in the applications form / allotment letter / agreement for sale (as the case may be) and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

ALLOTMENT LETTER

Date: _____.

To,
Mr. /Mrs.

Sub: Earmarking of Flat No. _____ admeasuring _____ sq.ft RERA Carpet area on the _____ Floor of "____" Wing of the proposed residential building in the project known as "**Truearth Views**" being executed on property bearing CTS No. 356(pt), joint redevelopment of Building Nos. 64 & 76, Kannamwar Nagar -2, Vikhroli (E), Mumbai 400 083.

Dear Sir / Madam,

1. We, M/s Truearth Developers Pvt. Ltd. have been appointed as the Developers by **Kannamwar Nagar Shivneri (B64) & Sai Srushti (B76) CHS** for the joint redevelopment on land admeasuring approx. 1900 sq.m. of the Bldg No. 64 & 76 situated at Kannamwar Nagar-2, Vikhroli (E), Mumbai – 83. The proposed new Society by amalgamation will be called "**ShivSrushti CHS**".
2. We shall redevelop the said property by demolishing the old buildings and reconstructing a new building/s with multiple wings thereof by utilizing the maximum permissible FSI Built up Area to be generated as per DC Regulations

out of the final MHADA demarcated plot potential. The said Building/s will have residential flats and commercial shops/offices/units. As per the Development Agreement, we shall rehabilitate the existing members of the said Society in the new building in **Wing 'C'** and we are entitled to sell the balance area being the sale area so generated as Flats/Shops/Offices/Units, in Wings 'A', 'B' and 'C' to purchasers of choice.

3. You confirm that you have inspected the title documents relating to the property, Development Agreement with the societies, and various permissions given by the MHADA authorities in respect of the said premises thereof along with proposed plans prepared by the Architect and all other relevant documents specified under the Real Estate Regulation Act, 2016 and the rules made thereunder.
4. You have expressed your desire to purchase and we have agreed to sell you on **ownership basis the Flat/Shop/Office/Unit No. _____ admeasuring _____ sq.ft RERA Carpet Area on the _____ Floor of "____" Wing of the proposed residential building in the project known as "Truearth Views" for a lumpsum TOTAL CONSIDERATION AMOUNT of Rs. _____ /- (Rupees _____ Only);** subject to the terms and conditions contained herein. The above consideration shall be paid as set out in the cost sheet attached and marked as Annexure 'A'.
5. Please note that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the concerned authorities in respect thereof.

6. We shall confirm the final carpet area that has been allotted to you after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of two percent. The total price payable for the carpet area shall be recalculated upon confirmation by us. If there is any reduction in the carpet area within the defined limit then we shall refund the excess money paid by you within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to us at the same rate per square meter and prior to taking possession of the said Flat/Shop/Office/Unit.
7. You agree and confirm that timely payment of aforementioned amounts herein is essence of these presents. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 10 days from the date of Notice; failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount @ SBI highest Marginal Cost of Lending Rate plus 2 percent per annum for the delayed period.
8. Without prejudice to our right to charge interest upon you committing default in payment on due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) and upon you committing three defaults of payment of instalment(s), we shall at our own discretion, may cancel this allotment; Provided that we shall give notice of fifteen days in writing to you, by Registered Post AD or by e-mail at address provided by you, of our intention to terminate this allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Allotment. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this allotment. Provided further that upon termination of this allotment as aforesaid, we shall refund to you amount paid by you without any interest (subject to adjustment and recovery of Earnest

money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this allotment. Upon termination we shall be free to allot the said Flat/shop/office/unit to any person(s) of our choice and you shall have no objection thereto. On cancellation/termination, you shall have no claim of any nature whatsoever against us except in respect of the balance amount payable if any.

9. You shall execute and register Agreement for Sale within 30 days from the date of payment of 10% of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then we shall be entitled to cancel this allotment.
10. The detailed terms of the sale/transfer of the Flat/Shop/Office/Unit shall be incorporated in the Agreement ("Agreement"). The Agreement shall include the entire understanding as regards the sale of the Flat/Shop/Office/Unit to you and shall be governed by the provisions of Real Estate Regulation Act, 2016 and rules made thereunder. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.
11. This letter is issued to record the understanding between the parties and to reserve the allotment of the Flat/Shop/Office/Unit to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the Flat/Shop/Office/Unit or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.
12. In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by us without raising any objection/query or otherwise, unless noted otherwise in the Cost sheet marked Annexure A:

- a. All taxes, levies, cess, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Value Added Tax (VAT), Service Tax, Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable;
 - b. All cost, charges, expenses, including but not limited to Stamp Duty, Registration charges and or incidental charges in connection with the documents to be executed for sale of the said Flat/Shop/Office/Unit including on the booking form, this letter and the said Agreement.
13. You shall not be entitled to assign the benefit of this letter or purport to sell/ transfer the Flat/Shop/Office/Unit until full purchase consideration is paid by you, and only after obtaining our prior written consent.
14. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Mumbai Jurisdiction Only.

Please confirm your acceptance of the aforesaid Terms and Conditions by signing and returning to us a duplicate copy of the writing.

Thanking you

Yours faithfully,

For Truearth Developers Pvt Ltd

Director/Authorized Signatory

We accept and confirm:

Sign of Flat/Shop/Office/Unit Purchaser/s

R E C E I P T

RECEIVED of and from the within named Purchasers **Mr.** _____ **and Mrs.** _____ an amount of **Rs.** _____/- (**Rupees** _____ **Only**) by Cheque No. _____, dated _____, Drawn on Bank Of XXXXX, being the Part consideration of the Total Consideration Amount mentioned herein above against the purchase of Flat/Shop/Office/Unit No_____ in Wing 'X' of the project **"TRUEARTH VIEWS"** on CTS No. 356 (pt) situated at Kannamwar Nagar 2, Bldg 64 & 76, Vikhroli (E), Mumbai – 400 083

We Say Received
Truearth Developers Pvt Ltd

Director