

SARAH HOUSING DEVELOPMENT PVT. LTD.

Shop No.2, Ground Floor, Botawala Chawl, RambhauBhogaleMarg, Mazgaon, Mumbai 400010

CIN U45200MH2005PTC156604

Ref. No: SHDPL/CH/-----

Date: DD/MM/YYYY

Customer Name: -----

Customer Address: -----

Customer Contact: -----

Re: Earmarking of Flat No. ----- on the --- floor, of the proposed building “Continental Heights” to be constructed on a land bearing Cadastral Survey Nos. 641 and 642 Numbers of Mazgaon Divison, R. B. Marg, Mumbai- 400010

Dear -----,

Further to your request we have earmarked the proposed Flat no. ----- admeasuring ----- sq.ft saleable area (----- sq.ft.RERA carpet area) on the ----- **floor** of the said tower to be constructed on the said premises.

The present purchase price payable by you in respect of the proposed flat on the basis of the present carpet area thereof is. Rs.-----/-(Rupees ----- only).This price includes one car park and development charges. For earmarking of the proposed flat, you have deposited with us a sum of Rs.-----/-(Rupees -----only) this excludes Goods & Services Tax (GST).

1. In addition to the flat price, you shall also pay the following further amounts at applicable rates as under:
 - Goods & Services Tax (GST),as applicable.
 - Stamp duty, as applicable.
 - Any other taxes, levies or cess as may be applied by the authorities.
2. You are liable to pay to us all amounts/ instalments of the Consideration within 15 (fifteen) days from the respective dates of demands made on you by us, together with Education Tax, Cess and other taxes levied thereon, or upon the instalments thereof. Further, you shall, in accordance with the applicable provisions of the Income Tax Act, 1961 (presently being Section 194-IA thereof), or any statutory modification, or re-enactment thereof, or statute or code enacted to replace the same, in force from time to time (“the Income Tax Act”), be liable to deduct tax at source from the Consideration and other payments referred herein and in the standard Agreement for Sale, (“TDS”) whereby you shall deposit the same in the government treasury through electronic payment in any of designated banks and in the manner as specified under the Act. Upon your making payment of such TDS you are mandatorily required to furnish to us Form 16B evidencing payment within 21 (twenty one) days of making such payment. Please further note that the deduction and payment of TDS under the Income Tax Act is exclusively and solely your liability and, in the event of failure on your part to pay the same, you alone shall be liable and responsible

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for penalty and/or any other consequences, if any, under the Income Tax Act. You shall indemnify and keep us fully indemnified in respect of such claims/ statutory and other dues and non-payment or delayed payment thereof.

3. In the event, you choose to cancel this writing and the earmarking upon your written intimation given to us in that regard, we shall be fully and freely to forthwith release the aforesaid earmarking in your favour and to deal with the proposed flat and earmark, allot, sell or otherwise deal with the same to and in favour of any other person/s on terms and conditions as we may deem appropriate, without notice or reference to you. In such circumstances the amount paid by you till the date of your intimation of cancellation shall be refunded to you in the manner as specified in paragraph 4 herein below.
4. All amounts, deposits and charges, including the Deposit, paid by you till the date of termination under paragraph 2 herein above, or till cancellation under paragraph 3, as the case may be, shall be refunded to you without any liability on our part to bear and pay to you any compensation, damages or other amounts and/or to reimburse any amounts to you. Such refund shall be made by us after deducting administrative charges at the rate of 2% of the consideration, including taxes, if any, accrued and payable but not paid, brokerage and other charges, if any, incurred by us, in respect of the above earmarking. Please note, in the event of your failure to submit TDS Certificate/s to us, we shall not be responsible to refund the amount deposited by you as TDS. The amount to be refunded as specified herein shall be arrived at by making the applicable deductions out of the consideration received from you by us and by making applicable deductions out of the payments made by you towards the earmarking. Notwithstanding anything to the contrary herein, the aforesaid refund by us shall be made only after expiry of 30 days from the date we have sold the proposed flat, to another purchaser/s and/or after the amount equivalent to the amount to be refunded to you, is received by us from such purchaser/s, whichever is later.
5. In the event you desire to assign, transfer, gift, release, relinquish the said flat the first transfer will be permitted only after one year i.e. -----. The said flat will only be assigned to members of the Dawoodi Bohra Community and followers of His Holiness Dr. Syedna Aali Qadr Mufaddal Saifuddin Saheb (TUS)
6. If there is any breach or default of the terms herein by you, and/or delay in payment by you and/or failure on your part to perform and comply with instructions and directions issued by us from time to time, we shall be fully and freely entitled to forthwith unilaterally terminate this writing and the earmarking herein, without any reference and/or notice to you. We may, at our sole discretion, terminate this writing after giving you 7 (seven) days notice in that regard and the Deposit shall be refunded to you in the manner as specified in paragraph 4 hereinabove. On such termination, we shall be free to deal with the proposed flat, in any manner, as we may deem fit, without any reference to you.

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7. It is agreed that the said Flat shall be a bare shell of R.C.C. structure with normal brick with cement plaster only and shall have electrical wiring till the entrance of the door of the said Flat with conduits at specified locations in the said Flat but without any internal wiring and shall have plumbing and sewerage lines but only up to the external duct, Further, the proposed carpet area of the said Flat would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc.
8. The project will be completed by Dec-2023.
9. We request to confirm the allotment of area in the project on the above terms and conditions by signing the duplicate copy of this Letter of Allotment as a way of Confirmation of the above.

Thanking you,

Yours faithfully,
for M/s **SARAH HOUSING DEVELOPMENT PVT. LTD.**

Authorised Signatory

I/We Confirm,
