

DRAFT OF THE ALLOTMENT LETTER
PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITIONS AS PER CIRCUMSTNCE
OF CASE

Date:

To,

Sub: Allotment of flat no ____ in bldg. No _____ in our project '**Abitante Phase 2A**' situated at Bhavdan Budruk, Taluka Mulshi, Pune.

Dear Sir,

In response to your Application dated _____, we are pleased to allot you Flat No. ____ on __ Floor admeasuring ____ sq.mtrs carpet area, ____ sq.mtr enclosed balcony, ____ sq.mtrs patio/ Balcony and ____ sq.mtrs dry yard (hereinafter referred as said Flat) along with Car Parking Space in Building ____ in our project known as '**Abitante Phase 2A**' situated at Bavdhan Badruk, Taluka Mulshi, Pune (herein after referred as said project) for sum of Rs. _____/- (Rupees _____ only) alongwith other charges and on the terms and conditions as stated hereunder. You will have to pay the said amount as per the progress of the construction. The payment schedule alongwith other charges, stamp duty, registration charges, GST etc is enclosed herewith.

We are developing housing complex known as **Abitante Phase 2A** on piece and parcel of land bearing Survey Nos. 233/1, 233/2, 233/3, 233/4, 233/5, 233/6, 233/7, 235/1, 235/2/A, 235/2/B and 244/2 admeasuring 125497 sq. mtrs lying being and situated at Village Bavdhan Budruk, Taluka Mulshi, District Pune (**Larger Property**). Out of the said Larger Property part of the property admeasuring 42667.21 sq. mtr is under proposed 110 mtrs. wide Ring Road(Ring Road Property) and it will be surrendered to the appropriate authority, after surrendering Ring Road Property, 82829.79 sq. mtrs(Said Property) is available with the Promoter for development. On the part of the said property admeasuring 11328 sq.mtr, there is restriction to do development under HEMRL. The Pune Metropolitan Regional Development Authority, Pune(**PMRDA**) has issued Development Permission and Commencement Certificate by letter dated February 28, 2019 bearing BMU/Mau Bavdhan BK/S.N.233/1 and other/Prak No.1521/18-19(**Sanctioned Plan**). As per the said Sanctioned Plan, we have received permission to construct 13 buildings along with Clubhouse, parking space, etc. The said Sanctioned Plan is not final plan, promoter will make application to further amend and revise the said Sanctioned Plan to utilize full development potential of the said Larger Property.

DRAFT OF THE ALLOTMENT LETTER
PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITIONS AS PER CIRCUMSTNCE
OF CASE

We are developing the Said Property into different phases and in this phase we are developing 4 buildings consisting of Buildings A, B, C and D and in the project known as “**Abitante Phase 2A**”. The entire scheme of the development of the said project land is explained in the proposed Agreement for Sale. Pursuant to application made to Real Estate Regulatory Authority (**Authority**) under section 4 of Real Estate Regulation and Development Act (RERA) and Rules made thereunder, Authority on _____ registered the said project and granted MahaRERA Registration No. _____, available at website : <http://maharera.mahaonline.gov.in>.

TERMS AND CONDITIONS FOR ALLOTMENT

- a. You have seen all the documents of title deeds and other relevant papers etc, pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said property.
- b. You are aware of and have acknowledged that the Building plans are provisional and agree that we may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by us or any other local authority or body having jurisdiction.
- c. You will be bound by the terms and conditions as stated in the Agreement for Sale to be executed by you. You will have to pay necessary stamp duty and Registration charges and register the said Agreement for Sale of the said Flat. You have seen the standard format of Agreement of our company to be executed between you and us, as required under provision of MOFA/RERA.
- d. Please take note it is mandatory to execute and register the Agreement for Sale on or before payment of 10% of the sale consideration as stated hereinabove under RERA. Registration of the said Agreement will be your responsibility. On payment of stampduty on the said Agreement for Sale, our representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and admit the execution of Agreement for Sale. We will not be responsible for any delay in registration of agreement and any consequence arising under MOFA/RERA.
- e. Within 30 day from issue of this letter you will have to pay the 10% of sale consideration OR amount due and payable as per progress of

DRAFT OF THE ALLOTMENT LETTER
PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITIONS AS PER CIRCUMSTNCE
OF CASE

construction, whichever is more and execute and register the Agreement for Sale. If you fail to pay said 10% of sale consideration OR amount due and payable as per progress of construction, as the case may be, this allotment letter will be deemed to have been cancelled without any further communication to you and we will forfeit the amount paid by you. In such circumstance we will be entitled to sell the said Flat without any further reference to you.

- f. You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat allotted to you. All open spaces, lobbies, staircases, terraces shall, remain our property till whole property is assigned and transferred to the Society and/ or Apex Body as the case may be as herein mentioned but subject to the rights, reservations, covenants and easements in our favor as may be provided.
- g. We shall have absolute & exclusive right & authority to utilize & consume present F.S.I. and the F.S.I. and/or T.D.R., which will be made available on said property under development regulation as may be applicable to said property and you shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.
- h. We shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the said property including the buildings being constructed thereon as we may deem fit and appropriate and You hereby give irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in your favor.
- i. Payment of the said consideration is essence of contract and you will pay the said amount as per the schedule of payment as stated herein above. If you fail to pay the said amount as per the schedule, you will be liable to pay interest at the rate as prescribe under The Maharashtra Real Estate(Regulation and Development)(Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rule 2016 (**RERA Rule**) from its due date. Notwithstanding the provision for payment of interest, if default continues for more than 3 months, we will be entitled, at our sole discretion to cancel this allotment letter. In case of cancellation of allotment, we will be entitled to forfeit earnest amount i.e 10% of the sale consideration and pay the balance amount to you without any interest thereon. We will refund the said amount, only after sale of said Flat to new purchaser and after receiving

DRAFT OF THE ALLOTMENT LETTER
PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITIONS AS PER CIRCUMSTNCE
OF CASE

from New Purchaser amount equivalent to be refunded to you. Save and except refund of the said amount as stated herein you will not be entitled for any amount either as damage/compensation or in any other manner.

- j. In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, you shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.
- k. The possession of the said Flat is likely to be delivered on _____ with a grace period of 6 (six) months thereof, unless prevented due to force majeure or any other circumstances over which we have no control. We will not be responsible for any delay due to time taken by Government Authorities for sanctioning or completing their formalities. The flat will be deemed to have been completed and possession given to you, on we making an application for Occupation Certificate.
- l. That any delay on account of the Authority for issuance of the completion certificate /Occupation certificate shall not be considered as any delay on account of us. The date of applying for the completion certificate/ occupational certificate shall be presumed as the date of possession, we shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate/occupational certificate only.
- m. We have explained you proposed development of the said project and you have completely understood our project and you hereby confirm that you have given unconditional, unqualified and irrevocable consent to us to develop the said property as required under section 14 of RERA and also section 7 of MOFA. Copy of the said Irrevocable Consent is enclosed herewith.
- n. The said Complex shall always be known, as **“Puranik Abitante”** and the name of the Apex Body to be formed shall always bear the same name and the name of the Society to be formed shall always bear the same name. This shall not be changed without our written permission.
- o. Please note, unless amenities, layout, facilities are contained or incorporated in agreement for sale, we will not be bound to provide the same in the project and further reserve, at our sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping or as may be directed by the Competent Authority.

**DRAFT OF THE ALLOTMENT LETTER
PROMOTER RESERVES ITS RIGHT TO CHANGE TERMS AND CONDITIONS AS PER CIRCUMSTNCE
OF CASE**

- p. These terms and conditions will be in addition to the terms and conditions stated in the Application Form.

**Thanking you,
For Puranik Buildcon Pvt. Ltd**

Authorized Signatory

Enclosed:- (1) Schedule of Payment

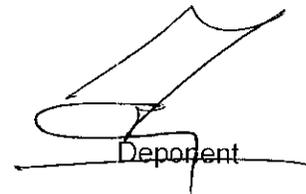
DRAFT
Housiey.com

SELF-DECLARATION

I, Yogesh Govind Puranik, Director of Puranik Buildcon Private Limited, duly authorized by the Puranik Buildcon Private Limited (hereinafter referred to as "Promoter") the Promoter of the Project known as "Puranik Abitante", do hereby solemnly declare, undertake and state as under:

The Promoter alongwith Puranik Builder Ltd(Co-promoter) is entitled for piece and parcel of land bearing Survey Nos. 233/1, 233/2, 233/3, 233/4, 233/5, 233/6, 233/7, 235/1, 235/2/A, 235/2/B and 244/2 lying being and situated at Village Bavdhan Budruk, Taluka Mulshi, District Pune aggregating admeasuring area 125497 sq. mtrs. (Said Property). The Promoter is developing housing complex known as "Abitante Phase-2" on the said property consisting of 13 Buildings in different phases. Pune Metropolitan Region Development Authority, Pune (PMRDA) has granted Permission to Develop and Commencement Certificate by their letter dated February 28, 2019 bearing No.BMU/MAU. BAVDHAN BU./S.NO.233/1 AND OTHERS/ P.K.1521/18-19. (Sanctioned Plan).The said Sanctioned Plan is not final and Promoter will further revise the plan for utilizing full development potential of the said Property. The Promoter is developing the said property into different phases and in this phase the Promoter is developing 4 buildings consisting of Buildings i.e. A, B, C and D and project known as "Abitante Phase-2A".

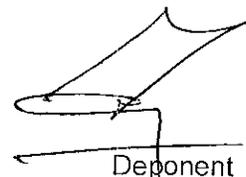
The Promoter has made an application for registration of the said Project under section 3 of The Real Estate (Regulation and Development) Act, 2016 (RERA) to the Real Estate Regulatory Authority (Authority). The Promoter is in process of finalizing Agreement for Sale to be executed between the Promoter and the Allottee. However, we have not finalized the Agreement for Sale, on finalizing the Agreement for Sale, we will load it on the website of Authority. The Promoter therefore requests the Authority to accept Application for Registration of project and register our project.


Deponent

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Thane on this 26th day of March, 2019.


Deponent