

## Allotment Letter

**Date:**

**To,**

**Sub:** Allotment of Flat no \_\_\_\_\_ in bldg. T6A known as Celestia in our project known as Puraniks Unicorn, situated at Village Vadavali/Mogharpada, Ghodbunder Road, Thane.

**Dear Sir,**

A. In response to your Application dated \_\_\_\_\_, we are pleased to allot you Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor admeasuring \_\_\_\_\_sq.mtrs carpet area, alongwith appurtenant \_\_\_\_\_ sq.mtrs Service Slab (hereinafter referred as said Flat) along with Car Parking Space in Building No. \_\_\_\_\_ in our project known as Puraniks Unicorn at Village Mogharpada, Ghodbunder Road, Thane(herein after referred as said project) for sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) alongwith other charges, taxes 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, GST, stampduty and registration is enclosed herewith.

B. We are developing the piece and parcel land bearing 1) Old Survey No.42, New Survey No.55, Hissa No.1A, admeasuring 7820 sq. mtrs. (First Larger Property) and 2) Old Survey No.42, New Survey No.55, Hissa No.1B, admeasuring 5360 sq. mtrs. (Second Larger Property) being and situated at Village

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Mogharpada, Taluka and District Thane. (Herein after First Larger Property and Second Larger Property are collectively referred as **Said Larger Property**).

C. The Said Larger Property was previously part of sanctioned layout under development proposal (VP) No. S06/0218/15 (hereinafter referred to as the Larger Layout).

D. The said larger layout was originally consisting of Properties bearing Survey No. 54 Hissa No.3, admeasuring 1500 sq. mtrs Survey No.53 Hissa No. 5 admeasuring 250 sq. mtrs Survey No.55, Hissa No.1 admeasuring 2570 sq. mtrs. being and situated at Village Vadavali, Taluka and District Thane, and Old Survey No. 3, New Survey No.67, Hissa No.1P, admeasuring 3050 sq. mtrs. Old Survey No.3, New Survey No.67, Hissa No.1P, admeasuring 2700 sq. mtrs., Old Survey No.42, New Survey No.55, Hissa No.1A, admeasuring 7820 sq. mtrs. Old Survey No.42, New Survey No.55, Hissa No.1B, admeasuring 5360 sq. mtrs. Old Survey No.17, New Survey No.1, Old Hissa No.11, New Hissa No.5, admeasuring 2250 sq. mtrs. Old Survey No.17, New Survey No.1, Old Hissa No.12, New Hissa No.7, admeasuring 950 sq. mtrs. Old Survey No.17, New Survey No.1, Old Hissa No.4, New Hissa No.12, admeasuring 2000 sq. mtrs., Old Survey No.17, New Survey No.1, Old Hissa No.5, New Hissa No.13, admeasuring 2230 sq. mtrs. being and situated at Village Mogharpada, Taluka and District Thane. Survey No.52, Hissa No.1, admeasuring 1850 sq. mtrs., Survey No.54, Hissa No.2, admeasuring 1530 sq. mtrs., Survey No.53, Hissa No.2, admeasuring 3060 sq. mtrs., Survey No.53, Hissa No.4, admeasuring 780 sq. mtrs., Survey No.53, Hissa No.1, admeasuring 700 sq. mtrs., Survey No.54, Hissa No.1,

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admeasuring 9630 sq. mtrs., Survey No. 52, Hissa No. 2, admeasuring 3890 sq. mtrs., Survey No. 53 Hissa No. 3, admeasuring 2450 sq.mtrs., Survey No. 54 Hissa No. 4, admeasuring 1870 sq.mtrs., being and situated at Village Vadavali, Taluka and District Thane, aggregating to 56440 sq.mtrs.

E. We have obtained sanction for subdivision of Development Proposal and submitted separate layout and building proposal for area admeasuring in aggregate 8350 sq. meters forming part of land bearing 1) Old Survey No.42, New Survey No.55, Hissa No.1C, admeasuring 4040 sq. mtrs. (First Property) and 2) Old Survey No.42, New Survey No.55, Hissa No.1G, admeasuring 4310 sq. mtrs. (Second Property) being and situated at Village Mogharpada, Taluka and District Thane admeasuring (Hereinafter referred to as "Said Property"). The said Property consist of original Plot B out of the Larger layout **admeasuring 7054.51 sq. Meters** and the adjacent not in possession area admeasuring 1295.49 sq. meters.

F. We are desirous to develop the said property by constructing there on several multi-storeyed buildings and other allied amenities collectively named as Puraniks Unicorn on the Said Property.

G. The TMC by VP No. S06/367/21/TMC/TDD/3797/21 dated 7/12/2021 granted permission to construct 2 Buildings on said Property viz., Type T6A consisting of Lower Ground+Ground+Stilt(pt)/Podium(pt.)+1<sup>st</sup> to 28 upper floors and Building T6B consisting of : Lower Ground + Ground + Stilt(pt)/Podium(pt.)+ 1<sup>st</sup> floor.

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H. The said Project Puraniks Unicorn will be developed in phases. The details of present sanction, proposed revision and phases thereof are as under:-

| Sr. No | Building                          | Sanctioned Plan  | Proposed   | Phase |
|--------|-----------------------------------|--|--|-------|
| 1      | T6A<br>(Residential)              | Lower Ground + Ground + Stilt(pt) / Podium(pt.)+1 <sup>st</sup> to 28 upper floors | Lower Ground + Ground + Stilt(pt) / Podium(pt.)+1 <sup>st</sup> Floor and upto 35 upper floors | I     |
| 2      | T6B<br>(Commercial + residential) | Lower Ground+ Ground + Stilt(pt) / Podium(pt.)+1 <sup>st</sup> upper floor         | Lower Ground + Ground + Stilt(pt) / Podium(pt.)+1 <sup>st</sup> Floor and upto 35 upper floors | II    |
| 3      | Parking Tower                     | Not sanctioned   | Maximum upto 90 meters   | II    |

I. We are developing the said property in Phases, as a part of the said development, we are at present developing Building T6A, since phase of the project is also considered as a standalone project and requires registration under The Real Estate (Regulation And Development) Act, 2016 (**RERA**), Pursuant to application made to The Real Estate Regulatory Authority (hereinafter referred as the Authority) register the phase of said project known as '**Puraniks Unicorn Phase 1**', the Authority on \_\_\_\_\_ registered the said project and granted

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MahaRERA Registration No. \_\_\_\_\_, available at website: <http://maharera.mahaonline.gov.in>.

- J. To explore full development potential of the said Larger Property, we will make an application to amend the said Sanctioned Plan and obtained new sanction and approval from TMC.
- K. The said housing complex known as Puraniks Unicorn is at present constructed on Said Property.

### 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.

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- 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 stamp duty 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 and execute and register the Agreement for Sale. If you fail to pay 10% of sale consideration within 30 days 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

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be made available on said property under Development Regulation of Thane Municipal Corporation, 1994 or any other statute 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 from New Purchaser amount equivalent to be refunded to you. Save and except refund of the said amount as

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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 (Moratorium) period of 12 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



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

**Thanking you,**

**For M/s Puranik Builders Ltd**

**Authorized Signatory**

### **SELF-DECLARATION**

**I, YOGESH GOVIND PURANIK**, Authorized signatory of **M/S. PURANIK BUILDERS LIMITED**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as **"Promoter"**), the Promoter of the Project known as **"Puraniks Unicorn Phase 1"** do hereby solemnly declare, undertake and state as under:

The Promoter is developing the Real Estate Project Known as **"Puraniks Unicorn"** (hereinafter referred to as **"Project"**) which is being constructed on all the pieces and parcels of land admeasuring in aggregate 8350 sq. meters forming part of land bearing 1) Old Survey No.42, New Survey No.55, Hissa No.1C, admeasuring 4040 sq. mtrs. (First Property) and 2) Old Survey No.42, New Survey No.55, Hissa No.1G, admeasuring 4310 sq. mtrs. (Second Property) being and situated at Village Mogharpada, Taluka and District Thane, hereinafter First Property and Second Property are collectively referred to as **"Said Property"**. The said Property consist of original **Plot B** out of the Larger layout **admeasuring 7054.51 sq. Meters** and the adjacent not in possession area admeasuring 1295.49 sq. meters. The said Project is developed in phases. ***In first phase known as "Puraniks Unicorn Phase I", Promoter is developing Building No.T6A.***

The Promoter had made an application for registration of the Project i.e. **"Puraniks Unicorn Phase 1"** (under section 3 of the Real Estate (Regulation and Development) Act, 2016 (RERA) to the Maharashtra 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 still have not finalized the Agreement for Sale. On finalizing the Agreement for Sale, the Promoter will upload it on the website of the Authority. The Promoter

thereof requests the Authority to accept Application for Registration  
of Project and register our project.

Deponent

For **Puranik Builders Limited**

Through its Director and

Authorized Signatory

**(YOGESH GOVIND PURANIK)**

**Verification**

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

Verified by me at Thane on this 9<sup>th</sup> day of December, 2021

For **Puranik Builders Limited**

Through its Director and

Authorized Signatory

**(YOGESH GOVIND PURANIK)**