

Kiran Creators & Developers Pvt Ltd.

*Flat no 501, Kiran Songir, Survey Number-52/52/10, Baner, Pune-411045. Phone No-9028050200. mail- Legal@kirancreators.com

ANNEXURE '1' ALLOTMENT LETTER

NO. _____

Date: 29/10/2022

To,

a) Mr./ Mrs. / M/s. _____

Permanent Address: _____

Mobile No.: _____

E-mail ID: _____

Age : _____ Years, Occ. : _____

Company Name: _____, Designation: _____

Birth Date: _____, Date of Anniversary: _____

(PAN No. _____), (Aadhar Card No. _____)

b) Mr./ Mrs. / M/s. _____

Permanent Address: _____

Mobile No.: _____

E-mail ID: _____

Age: _____ Years, Occ.: _____

Company Name: _____, Designation: _____

Birth Date: _____, Date of Anniversary: _____

(PAN No. _____), (Aadhar Card No. _____)

SUB : Your request for allotment of Flat no. _____ on _____ FLOOR in the scheme '**KIRAN SWASTIK Building A**' upon land bearing Survey No. 210/1 and 210/2 situated at village Sus Tahuka Mulshi District Pune and within the limits of Pune Municipal Corporation, Registered under provisions of RERD Act 2016 with **Real Estate Regulatory Authority vide No.** _____.

Sir/Madam,

1. DETAILS OF THE PROJECT :-

- i. Name of the project : **KIRAN SWASTIK Building A**
- ii. Building/ Wings Details : **SINGLE BUILDING.**

2. DETAILS OF PLAN SANCTIONS :- The Promoter/ Developer prepared and got sanctioned the plans of the building from Pune Metropolitan Region Development Authority (PMRDA) vide Commencement Certificate No. BMU/ Mau. Sus/ S. No. 210/1, 210/2/ Pra. Kra. 407/22-23 dated 21/09/2022.

3. THE PURCHASER HEREBY -

- (i) declares that Purchaser/s has/ have made himself/ herself/ themselves aware of all the arrangements in the layout and building plans;
- (ii) development and alterations in the plans and proposed buildings are shown to the purchaser/s;
- (iii) the above proposed revisions/ future development is not going to affect the tentative location/ area and other aesthetics of the show room being booked/ purchased by the Purchaser/s herein;

- (iv) Purchaser/s has/ have granted unconditional consent/ permission to the promoters to carry out necessary revisions in the plans and to get the same sanction from Pune Municipal Corporation, Pune;
- (v) Purchaser/s undertake/s never to object the above proposed revision/ future development since the same has been explicitly disclosed by the Promoters,

4. DETAILS OF AGENCY (IF ANY, FOR PRESENT TRANSACTION)

a. Name of Agency/ Real Estate Agent -

b. RERA registration No. of Real Estate Agent -

5. ALLOTMENT OF THE SAID FLAT:

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a ____ BHK flat premises detailed as under;

Building	"KIRAN SWASTIK BUILDING A "
Flat No.	
Floor	Floor
Carpet Area	
Sq. Mtrs.	
Sq. Ft.	
Area of Balconies	
Sq. Mtrs.	
Sq. Ft.	
Area of Dry Balconies	

Sq. Mtrs.	
Sq. Ft.	
Parking No	
Sq. Mtrs.	
Sq. Ft.	

in the Project known as **KIRAN SWASTIK BUILDING A** , having MahaRERA Registration No. _____ hereinafter referred to as "**The Said Flat**", being developed on land bearing Survey No. 210/1 and 210/2 situated at village Sus Taluka Mulshi District Pune and within the limits of Pune Municipal Corporation, Pune, admeasuring "01 Hectare 15 Ares" for a total consideration of Rs./- (Rupees Only) exclusive of GST and inclusive stamp duty, registration charges and TDS.

6. ALLOTMENT OF COVERED PARKING SPACE(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said flat, parking detailed hereunder-

PARKING DETAILS			
Parking Lot No.			
Type of Parking			
Floor of Parking			

Above mentioned parking allocated on the terms and conditions as shall be enumerated in the Agreement For Sale to be entered into between ourselves and yourselves.

7. RECEIPT OF PART CONSIDERATION:

I/ We confirm to have received from you an amount of Rs. _____/- (Rupees _____ Only) being _____% of total consideration value of the said flat as booking amount/advance payment on _____, through _____;

OR

8. RECEIPT OF PART CONSIDERATION:

- A.** You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you an amount of Rs. _____/- in figure _____ (Rupees _____ Only) being _____% of the total consideration value of the said flat as booking amount/advance payment on _____, through _____. The balance _____% of the booking amount/advance Payment shall be paid by you in the following manner

Sr. No.	Booking/ advance Amount (in Rs.)	Particulars
1	/-	(Rupees Only)
2	/-	(Rupees Only)
3	/-	(Rupees Only)
4	/-	(Rupees Only)
Total	/-	

- B.** If you fail to make the balance% of the booking amount /advance payment within the time period stipulated above further

action as stated in Clause ____ hereunder written shall be taken by us as against you.

8. DISCLOSURES OF INFORMATION :-

I/We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith.
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

9. Further payments : Further payments towards the consideration of the said flat as under :-

Sr. No.	%	Amount (in Rs.)	Particulars
1	10%	/-	On or before agreement
2	12%	/-	On Execution & Registration of Agreement
3	10%	/-	On Completion of Plinth
4	6%	/-	On Completion of 1 st Slab
5	6%	/-	On Completion of 4 th Slab
6	6%	/-	On Completion of 7 th Slab
7	6%	/-	On Completion of 10 th Slab
8	6%	/-	On Completion of 13 th Slab
9	6%	/-	On Completion of 16 th Slab
10	6%	/-	On Completion of 19 th Slab
11	6%	/-	On Completion of 22 th Slab

12	6%	/-	After Completion of RCC work
13	6%	/-	On Brickwork of Said Flat
14	6%	/-	On Flooring of Said Flat
15	2%	/-	On possession
Total	100 %	/-	

a. PAYMENT OF TDS : Since the price of the flat and value of present agreement exceeds Rs. 50,00,000/- it is mandatory to deduct 1.0 % of the value of agreement as TDS under provisions of Income Tax Act. The said amount shall be paid to promoter's account with Income Tax Department within a month from the date of this agreement. The said amount of TDS shall be deemed to be paid to the promoter towards price of said flat. The amount of TDS shall be paid for and at instance of and in name of **"KIRAN CREATORS AND DEVELOPERS PVT LTD"**.

10. POSSESSION: The said flat along with the covered car parking spaces(s) shall be handed over to you on or before **30th Day of June Year 2026** subject to the payment of the consideration amount of the said flat as well as of the covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

11. INTEREST PAYMENT: In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

12. CANCELLATION OF ALLOTMENT:

The registration of the agreement has to be done within the speculated time of 15 days, failing which the booking shall be liable for cancellation. The promoter has the right to cancel the booking and amount of Rs. 21,000/- will

be deducted from the application amount of the Unit No. _____ and the Applicant(s) shall have no rights or interest in the above-mentioned unit. If the stamp duty is paid, then the customer is liable to initiate the process of cancellation at the registration office and the company shall have no role in the same. If the unit is cancelled after the agreement is registered Rs. 1,50,000/- will be deducted.

Said cancellation amount of refund (subject to deduction) shall be remitted to my following A/c -

Bank : _____

A/c No. : _____

Type of A/c : _____

Name of A/c Holder : _____

IFSC Code : _____

In event and for any reason if the amount of refund can't be transferred to said a/c then such amount shall be credited to a separate account of the Promoter specified for said purpose. You shall be entitled to receive the said amount and interest accrued thereon on the date of receipt by us subject to deductions by bank such as TDS.

14. OTHER PAYMENT: Following are the charges payable against flat purchase:

Sr. No.	Head	Amount
1	Price of Flat (lump sum basis)	Rs. _____/-
2	Stamp Duty and Registration	If Stamp Duty paid by the Promoter ; Promoters have availed the concession benefit for payment of premium for paid and ancillary FSI vide government of Maharashtra UD Department Circular No. TPS-1820/ ANOU.27/ PRA. KRA. 80/ 20/ NAVI-13 dated 14/01/2021. In compliance with said Govt. the said Flat (forming subject matter of this agreement) has been

		earmarked against paid and ancillary FSI. In compliance with said Govt. Order Promoter is bound to pay the stamp duty and registration charges for sale of said Flat. Accordingly the entire stamp duty and registration fees has been borne and paid by the Promoter. The Purchaser has also signed a separate declaration to that effect. The Promoter has not received, directly or indirectly, any amount towards stamp duty and registration from the Purchaser. OR If Stamp Duty paid by the Purchaser; Stamp Duty at 7%: _____ /- Registration at 1% (or Rs. 30,000/-, if Price of Flat is more than Rs. 30,00,000 /-): _____ /-						
3	GST (Goods & Service Tax)	GST at 5 %: _____ /- as on date and as may be increased/ reduced from time to time. The GST at above rate or such other applicable rate shall be paid proportionate to and at the time of receipt of each installment from the purchaser.						
4	Maintenance and outgoings from delivery of possession till handing over Co-operative Housing Society	The details of maintenance charges/ deposit etc. are as under: <table><tr><th>Type of Flats</th><th>Rs.</th></tr><tr><td>2 BHK</td><td>30000/-</td></tr><tr><td>3 BHK</td><td>30000/-</td></tr></table> The applicable GST shall be paid on above maintenance amount of as required from time to time. Purchaser is also aware that in event of delay in receiving the maintenance affairs by the co-operative housing society the requisite GST and other taxes shall be paid off from the maintenance deposit/ maintenance charges as the case may be. Applicable GST shall be paid from above collected amount. After formation of 'other purpose' co-operative housing society/ company or such other entity, the unit holders shall have to pay maintenance (charges/advance) in proportionate	Type of Flats	Rs.	2 BHK	30000/-	3 BHK	30000/-
Type of Flats	Rs.							
2 BHK	30000/-							
3 BHK	30000/-							

		to 'other purpose' co-operative housing society/ company or such other entity along with 'Maintenance Contingency Fund'.
5	Charges towards extra work	At actual + GST

15.PROFORMA OF THE AGREEMENT FOR SALE AND BINDINGS EFFECT:

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the Agreement for Sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 18.

16.EXECUTION AND REGISTRATION OF THE SALE:

- i) You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you.
- ii) If you fail to execute the Agreement For Sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the Agreement For Sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said flat and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 18 (ii) above is not refunded within 45 days from the date of expiry of

the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

- 17. VALIDITY OF ALLOTMENT LETTER:-** This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement For Sale between ourselves and yourselves. Cancellation of allotment of the said flat thereafter, shall be covered by the terms and conditions of the said registered document.

18. NATURE OF ORGANIZATION OF FLAT HOLDERS, MANNER OF FINAL CONVEYANCE -

- a) That the Entire Project "KIRAN SWASTIK BUILDING A " consists of single building;
- b) There shall be single co-operative housing society of all unit holders in the said 'Kiran Swastik Building A '
- c) Final conveyance of building along with FSI shall be in favour of the respective Co-operative Housing as well as all the amenities and facilities shall be in favour of society.

- 19. HEADINGS:** Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Kiran Creators and Developers Pvt. Ltd.

through its Director



Signature -

Mr. Kashinath Ganesh Nehete

Date: 29/10/2022

Place- Pune

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

1) Signature-----

Name-----

2) Signature-----

Name-----

(Allottee/s)

Date:

Place.....