HGP Community Private Limited

CIN: U45201MH2016PTC274222

Date _____

To,

Dear Sir/Madam,

1. We are pleased to allot you **Apartment No.** _____ on the _____ floor of the Building known as '**Sorrento**", in Sector VI – A at Hiranandani Gardens, Powai, Mumbai – 400076, having **Carpet Area** _____ **sq.mtrs**, equivalent to _____ **sq.ft**., along with the benefit to use ____ Mechanized Car Parking (if any), for total consideration of **Rs.**_____ /- (Rupees _____ Only), including proportionate common areas and facilities appurtenant to the Apartment, hereinafter referred to as the Said Apartment, which shall be paid by you to us as follows:-

SR.NO.	DETAILS	AMOUNT (RS.)
a)	Advance payment or Application fee	
b)	On or before _____	
c)	On Completion of Plinth	
d)	**23** equal installments of **Rs.**_____ /- each payable on completion **of 1st Slab to 23nd (terrace Slab)**	
e)	**Rs.** _____ /- payable on completion of terrace slab	
f)	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment.	
g)	On Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies of the said Apartment.	
h)	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing of the Building.	
i)	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in Agreement for sale of Apartment in the Building.	
j)	On possession after receiving Occupancy Certificate	
	TOTAL	

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It is agreed that on or before delivery of possession of the said Apartment, you shall pay to us/Promoter, the following amounts:-

(i) **Rs. 500/-** (for Individual), **Rs. 1000/-** (for non - individual) towards share money, **Rs. 100/-** application entrance fee of the Society.
(ii) **Rs.** _____**/-** towards expenses for formation and registration of the Society and incidental charges.
(iii) **Rs.** _____ for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.
(iv) **Rs.** _____**/-** towards adhoc/provisional contribution towards outgoings of Society and property taxes.
(v) **Rs.** _____**/-**for deposit and charges towards Water, Electric, drainage, sewerage connection and other utility and services connection charges.
(vi) **Rs.** _____ towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.
(vii) **Rs.** _____**/-** towards Legal & Documentation charges
(viii) **Rs.** _____**/-** towards Mahanagar Gas Connection charges.
(ix) **Rs.** _____ **/-** to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which are in Hiranandani Gardens Complex (PADS).
(x) **Rs.** _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

2. We have informed you and you are aware that –

(i) We are constructing the Building **Sorrento,** consisting of a **2 basements + stilt + 1st to 22nd upper floors**, being constructed on a portion of the said Sector VI - A as a part of phase-wise development of larger lands forming part of Powai Area Development Scheme (PADS), which is being developed on layout development basis in phase-wise manner for last several years. Of the said floors, at present, MCGM has granted approval for 2 basement + stilt + 1 upper floor**. We are in the process of getting approval for the remaining floors from MCGM.**

(ii) The Said Apartment is being constructed as per the Judgment / Orders passed by the Bombay High Court in PILs, being PIL Nos. 131 of 2008, 91 of 2008 and 21 of 2010.
As per the Judgment dated 22nd February, 2012, passed in the above PILs, no two flats can be sold to the same person or any member of her/his family, being her/his spouse and children.

(iii) There are limited car parking spaces in the building with the use of car lift. Therefore, parking will be made available subject to availability, on first cum first serve basis and free of cost. In view of the same, no guest parking/s will be available as the parkings will be used by the Allottees themselves. The Allottee/s / Society shall contribute / pay proportionately to the Promoter, any charges / cost related to the operation and maintenance of the Parking system, which shall be in addition to the maintenance cost of the apartment/building. The Allottee/s hereto confirm/s having consented to the same and undertake/s not to raise any dispute/grievance in future in respect of the same.

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(iv) The types and sizes of parking spaces (Covered/Mechanized/Open/Tandem) which may be allotted in the said Building, may vary as per layout and parking arrangement. The parking space can be used to park vehicles of standard/permitted size, and that some large vehicles like S.U.V./M.U.V. etc. may not fit into the parking space. The Allottee/s confirm/s and undertake/s the same and shall not raise any dispute and/or claim in future in respect of the same in any manner.

(v) This Project has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai no._____.

3. The Agreement for Sale of the Said Apartment, containing the detailed terms and conditions for the sale of the Said Apartment has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the said Apartment.

4. Stamp duty & registration charges on Agreement for Sale of the Said Apartment shall be borne by you alone.

5. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment constitutes the entire understanding / agreement arrived at between the parties hereto for sale of the Said Apartment.

6. Please note that each of the aforesaid instalments are to be paid by you within the time period of 15 days as stipulated in demand notice/s which shall be sent to you, by email and at your above mentioned address. The notice issued to you as aforesaid, shall be deemed to be a good service upon you. The time stipulated in the demand notice/s shall be the essence of the Contract in this behalf. In the event of non-payment of any of the instalments as per the demand notice/s, inspite of 15 days notice to you in that behalf, we, at our option and discretion shall have right to terminate the letter of Allotment and thereafter we shall be at liberty to allot/sell the said Apartment to any other person/s without any recourse to you.

7. Any communication including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment will be forwarded to your E-mail ID as given by you**. i.e.** _____and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.

8. Without prejudice to our right of termination, as aforesaid, you shall be liable to pay monthly compoundable 12% interest from the date the amount become due till payment to us on all such delayed payments.

9. The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding instalments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.

10. Please note that any liability arising out of GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone.

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11. We have informed you and you are aware that as per Finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans to us.

12. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to – M/s. HGP Community Private Limited, in respect of the taxes deducted and deposited into the Government Account.

M/s. HGP Community Private Limited - PAN No.: AADCH8389P

Yours faithfully,
For HGP Community Private Limited

DIRECTOR

I/We Confirm

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