

HGP Community Private Limited

CIN: U45201MH2016PTC274222



6th March, 2024

To,

Sejoe Thomas

House # MRRA-114 D,

Engineers Col, Moolepadam Road,

Vazhakkala, Kochi - 682030

Kerala - 682030

Dear Sir/Madam,

1. We are pleased to allot you **Apartment No. 201** on the **2nd floor** of the Building known as **'REGENT HILL, 'A' Wing** in Sector XI – A at Hiranandani Gardens, Powai, Mumbai–400076, having **Carpet Area 35.25 sq.mtrs**, equivalent to **379 sq.ft.**, for total consideration of **Rs.1,50,93,000/-** (Rupees One Crore Fifty Lakhs Ninety Three Thousand 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	15,40,100/-
b)	On or before 30-03-2024	1,35,52,900/-
	TOTAL	1,50,93,000/-

You shall on or before **30-03-2024** 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.9,400/-** 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. 2,00,000/-** towards adhoc/provisional contribution towards outgoings of Society for twenty four months and property taxes as per actuals applicable from the date of this allotment letter.
- (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.10,000/-** towards Mahanagar Gas Connection charges.
- (ix) **Rs.1,00,000/-** 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

HGP Community Private Limited

CIN: U45201MH2016PTC274222



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

- (i) We have constructed the Building, **REGENT HILL**, having 5 wings i.e. Wings A, B, C, D & E. **Wing “A”** of the said Building **REGENT HILL** is of a **3 basements + stilt+ 1st to 23rd upper floors**, being constructed on a portion of the said Sector XI - 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.

The said 5 Wings of the Building Regent Hill i.e. Wings A, B, C, D & E shall form part of one phase/one project and the amenities (except car parkings) shall be enjoyed in common by all the Societies with access to all the common areas and amenities and that, there will be common entry and exit from the main entrance for all the Allottees / Members of the proposed Societies. However, for each Wing, separate society of the Apartment Allottees will be formed.

- (ii) The Said Apartment has 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 (“three PILs”). 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. Vide Judgment dated 11th January, 2023, the Hon’ble Bombay High Court has disposed of the said three PILs. However, the above condition, i.e. “no two flats can be sold to the same person or any member of her/his family, being her/his spouse and children”, continue to apply.
- (iii) This Project i.e the said Building Regent Hill having 5 Wings, 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.**P51800018620**.
- (iv) We have proposed to submit plans to MCGM for construction of a Club House, which will be common for all the Wings of the REGENT HILL Building i.e. Wings A, B, C, D & E and the proposed buildings, including Highland and Empress Hill buildings and other building/s in the said Sector. After obtaining the necessary approvals from the respective competent authorities, we will start the work of the Sector specific proposed Club House and landscape amenities to be provided in the Sector in phase wise manner. You confirm that you are aware that at the time of possession of the said Apartment, the construction work of the proposed Club House and the landscape amenities will be ongoing as per the phases and stages of construction of the other building in the said Sector and will be ready after completion of the last building / last phase of the said Sector. All the allottees of the aforesaid buildings/ their societies shall be liable to pay on monthly basis Club House usage, maintenance and operation charges regularly to us till federation of the societies of the allottees of the aforesaid buildings are formed and thereafter to such federation.
- (v) There is Puzzle Parking with pit (mechanized) available in the said project, each wing of the Said Building will have separate car parks, which will be allotted by the Promoter to the Allottees free of cost.. After the allotment of parking, the Allottee/s and/or the Society of all the Allottee/s shall not be entitled to raise any objection or make grievance in respect thereof in any manner. The Allottees / Society shall contribute / pay proportionately to the Promoter, all the charges / cost related / incidental to the operation, maintenance and repairs of the carparking systems, which shall be in addition to the maintenance cost of the apartments/building. You, as proposed allottee/s, hereby confirm/s having consented to the same and undertaken not to raise any dispute/grievance in future in respect of the same.

HGP Community Private Limited

CIN: U45201MH2016PTC274222



- (vi) You, as proposed allottee/s, confirm/s that you have also been informed that you shall use the parking space 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. You confirm the same and undertake not to raise any dispute and/or claim in future in respect of the same in any manner.
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 charges on Agreement for Sale of the Said Apartment shall be borne by HGP Community Pvt Ltd. & registration charges to 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 **joesends@gmail.com** 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.

HGP Community Private Limited

CIN: U45201MH2016PTC274222



11. We have informed you and you are aware that as per the 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. Under the amended provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f., 1st September 2019, **Tax Deduction at Source (TDS)** @1% is required to be deducted by the purchaser of the property at the time of making payment of sale consideration, which is inclusive of Agreement Value and all Other Charges. You shall submit a copy of the TDS challan/s along with Form 16B to us immediately after making payment.
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

I/We Confirm,

DIRECTOR
SR: av

Sejoe Thomas

HGP Community Private Limited

CIN: U45201MH2016PTC274222



6th March, 2024

RECEIPT

Received with thanks from **Sejoe Thomas** the sum of **Rs. 15,40,100/- (Rupees Fifteen Lakhs Forty Thousand One Hundred Only)** towards **EARNEST** as per below payment details against **Flat No.201**, in the building "**Regent Hill A Wing**" situated at Hiranandani Gardens, Powai, Mumbai 400 076 :-

Cheque no.	Bank Name	Ref.	Dated	Amount (Rs.)
UPI	-	Earnest	10-02-2024	50,000/-
250176	ICICI Bank	Earnest	27-02-2024	14,90,100/-
TOTAL				15,40,100/-

For HGP COMMUNITY PVT.LTD.

DIRECTOR

SC: av

All Payment(s) by cheque are acknowledged with subject to realization