

No.

Date:

To,
Mr/Mrs./Ms [●]
R/o. [●]
(Address)
Telephone/Mobile number:
Pan Card No.:
Email ID:

Sub: Your request for allotment of Apartment in the project known as "Empress Hill A,B,C & D wings" bearing CTS No. 22/A/9 (part) of Village Powai in sector XI - A ("said Sector"), at Hiranandani Gardens, Powai, Mumbai - 400076, having MahaRERA Registration No. [●].

Sir/Madam,

1. **Allotment of the said Apartment:**

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a [●] BHK flat bearing No. [●] admeasuring RERA Carpet area [●] sq. mtrs equivalent to [●] sq. ft. situated on [●] floor in Building Empress Hill, have been approved by Brihanmumbai Municipal Corporation (BMC) Wing [●] in the Project known as Empress Hill A,B,C & D wings having MAHARERA Registration No. [●] (hereinafter referred to as "the said Apartment"), being developed on land bearing CTS No. 22 A/9 (PT) lying and being at Village Powai, Taluka Kurla in the Registration District and Sub-District of Mumbai Suburban, for a total consideration of Rs. [●] (Rupees [●] only) exclusive of GST, stamp duty, registration and other charges. There is a Deck attached to the said Apartment, admeasuring [●] sq.mtrs. equivalent to [●] sq.ft. carpet area.

2. **Allotment of parking space(s):**

Further we have the pleasure to inform you that you have been allotted along with the said Apartment [●] proposed Covered/Mechanized Car Parking/s on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves. The exact location and

identification of such car parking space/s (i.e. covered/mechanized) will be finalized by us after receiving occupation certificate for the Empress Hill Building.

3. **Receipt of part consideration:**

A. We confirm to have received from you an amount of Rs. [●] (Rupees [●] only), being [●] % of the total consideration value of the said Apartment as booking amount / advance payment vide cheque no./rtgs [●] bank dated [●]. The payment of balance consideration shall be made by you as under:

Sr.No.	Details	Payment Due	Amount (Rs)
(a)	Booking amount / Advance payment as referred in Clause 3 (A) above	10%	
(b)	On or before [●]	5%	
(c)	On or before [●]	5%	
(d)	On Completion of Plinth	10%	
(e)	On Completion of 4th Floor Slab	5%	
(f)	On Completion of 8th Floor Slab	5%	
(g)	On Completion of 12th Floor Slab	10%	
(h)	On Completion of 16th Floor Slab	10%	
(i)	On Completion of 20th Floor Slab	10%	
(j)	On Completion of Terrace Slab	10%	
(k)	On Completion of OH Tank Top Slab	10%	
(l)	On receiving Occupation Certificate	10%	
	TOTAL	100%	

You shall on or before delivery of possession of the said Apartment 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. 1000/- per month for administration of the Society.
- (iii) Rs. [●] towards expenses for formation and registration of the Society and incidental charges.

- (iv) Rs. [●] for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.
- (v) Rs. [●] towards adhoc/provisional contribution towards outgoings of Society and property taxes.
- (vi) Rs. [●] for deposit and charges towards Water, Electric, drainage, sewerage connection and other utility and services connection charges.
- (vii) Rs. [●] towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.
- (viii) Rs. [●] towards Legal & Documentation 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.
- (xi) Rs. [●] towards Mahanagar Gas Connection charges

B. 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. The Allottee/s shall submit copy of the TDS challan/s along with Form 26QB to us immediately after making payment.

C. 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.

OR

3. **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 we confirm to have received from you an amount of Rs. [●]

(Rupees [●] only),) as booking amount/advance payment vide cheque no./rtgs [●] bank dated [●]. The balance booking amount/advance payment of Rs. [●] shall be paid by you in the following manner: -

- a) Rs. [●] (Rupees [●] only) on or before [●].
- b) Rs. [●] (Rupees [●] only) on or before [●].
- c) Rs. [●] (Rupees [●] only) on or before [●].
- d) Rs. [●] (Rupees [●] only) on or before [●].

Note: - The total amount accepted under this clause shall not be more than 10% of the cost of the said Apartment.

- B. If you fail to make the balance booking amount/advance payment within the time period stipulated above further action as stated in clause 12 hereunder written shall be taken by us as against you.

C. 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. The Allottee/s shall submit copy of the TDS challan/s along with Form 26QB to us immediately after making payment.

D. 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.

4. **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 **proposed** 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 <http://maharera.mahaonline.gov.in/#>
- (iii) **We have informed you that –**
- a. We are constructing the Building, Empress Hill, having 4 wings i.e. Wings A, B, C & D.
- b. The 4 Wings of the Building EMPRESS HILL i.e. Wings A, B, C & D 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. For each Wing, separate Society of the Allottees will be formed or for all Wings, only one Society will be formed, as may be decided by us.
- c. We have submitted the proposal to BMC for constructing 3 basements + stilt + 1st to maximum upto 29 floors + terrace floor (Gym and swimming pool on terrace floor), and as on date we has received approval from BMC for constructing the building named Empress Hill i.e., Wings A, B, C and D comprises of 3 basements + stilt + 1st to 20th + terrace floor (Gym and swimming pool on terrace floor). Further approvals for the proposed balance floors from 21st floors maximum upto 29 floors + terrace floor (Gym and swimming pool on terrace floor) (proposed floors) are expected from BMC. In case the BMC does not grant approval for the balance floors, as proposed, then in that event the Promoter will construct floors on the said Building as per the approval by BMC and accordingly the terrace floor (Gym and swimming pool on terrace floor) will shift above the approved final residential floor and the proposed FSI of 21414.15 sq. mtrs which was to be utilized by us on the balance proposed floors /some of the balance floors (i.e. from 21st floor maximum upto 29th upper floors+ terrace floor (Gym and swimming pool on terrace floor) shall be utilized by us anywhere else on the said PADS Land/said Sector as the Promoter may deem fit and proper without any recourse to the Allottees.

d. We propose to construct additional building/s in the said Sector.

- (iv) We have constructed a Club House in the said Sector, in respect of which BMC has issued Completion Certificate (excluding swimming pool), which will be common for all the Buildings (with their respective Wings) in the said Sector, including Highland Building, Regent Hill Building, Empress Hill Building and other proposed building/s, including a commercial building, in the said Sector.

After obtaining the necessary approvals from the respective competent authorities, we will start the work of the Sector specific landscape amenities and common swimming pool 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 landscape amenities to be provided in the said sector will be on going as per the phases and stages of construction of the other buildings 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 building/s their societies shall be liable to pay on monthly basis Club House usage, maintenance and operation charges regularly to the Promoter till federation of the societies of the Allottees of the aforesaid buildings are formed and thereafter to such federation. The Allottee/s confirm/s that he/she/they are aware of the same and has/have consented to the same. The Allottee/s confirm/s that he/she/they shall not raise any objection/grievance in respect thereof in any manner whatsoever.

- (v) We have proposed a Gym and swimming pool exclusively for the said Building, Empress Hill. All the allottees of the said Empress Hill Building shall be liable to pay on monthly basis Gym and swimming pool usage, maintenance and operation charges regularly to us till Society of the apartments purchasers/allottees in the said Building is formed and thereafter to said Society.

- (vi) You, confirm/s that the Parking Space (Covered/Mechanized) which may be allotted in the said Building, type and size of such parking area may vary as per layout and parking arrangement. You confirm that you are aware that revision is expected in types of parkings and 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 or objection and/or grievance in respect thereof in future in any manner whatsoever. The exact location and identification of such car parking space/s (i.e. covered/mechanized) will be finalized by us after receiving occupation certificate for the Empress Hill Building.

(vii) You confirm/s that you have also been informed that the Allottee/s / Society shall contribute / pay to us, proportionate charges/cost related to the operation and maintenance of the parking system, managed by us and/or any agency appointed by us for that purpose, which shall be in addition to the maintenance cost of the Apartment/building.

5. **Encumbrances:**

We hereby confirm that the said Apartment is free from all encumbrances, and I/we hereby further confirm that no encumbrances shall be created on the said Apartment.

Or

5. **Encumbrances:**

We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said Apartment.

- a)
- b)
- c)

6. **Further payments:**

Further payments towards the consideration of the said Apartment and other charges shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. **Possession:**

The said Apartment along with the car parking spaces(s) shall be handed over to you on or before 31st December, 2028, subject to the payment of the balance consideration amount of the said Apartment **alongwith other charges** 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.

8. **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.

9. **Cancellation of allotment:**

- i. In case you desire to cancel the booking, an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	within 15 days from issuance of the allotment letter;	Nil;
2.	within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said Apartment;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Apartment;
4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said Apartment.

*The amount deducted shall not exceed the amount as mentioned in the table above.

- ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, 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.

The provisions relating to the cancellation charges payable by the Allottee as per this Clause, are subject to the terms and conditions contained in the proposed agreement for sale.

In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, the Allottee/s shall cease to have any

right, title, interest and/or claims of any nature whatsoever in said Apartment and we shall be entitled to deal with the same in the manner as we may deem fit and proper.

On cancellation of the Allotment Letter, all the taxes whatever paid to the government authorities shall not be refunded to the Allottee/s by the Promoter.

10. **Other payments:**

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale the proforma whereof has been shown to you which is uploaded on the MAHA Rera website.

11. **Proforma of the agreement for sale and binding effect:**

The proforma of the agreement for sale to be entered into between ourselves and yourselves has been shown to you, which has been uploaded on the MAHA Rera website. The said 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 12.

12. **Execution and registration of the agreement for 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 30 days from the date of issuance of this letter or within such period as may be communicated to you by the Promoter.

*In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in

the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed amount mentioned in the above referred table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

- 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 **30 days** from the date of issuance of this letter or within such period as may be communicated to you, 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, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Apartment and the balance amount if any due and payable shall be refunded without interest within **30 days from the date of sale of the said Apartment to any third party**
- iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within **30 days from the date of completion of sale of the said Apartment to any third party** 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.

13. NRI/Non-Resident/Foreign National Of Indian Origin /Foreign Companies/Resident Indian:

In case of Allottee is an NRI or non-resident/foreign national of Indian origin/Foreign nationals/foreign companies/resident Indian requesting to postpone the registration of Agreement for Sale for a period of 2 months and make payment of 10% of the part Agreement Value as mentioned under this allotment letter but is unable to come forward for registration of the Agreement for Sale before the sub-registrar of assurances for a period of 2 months from the date of the allotment letter, but is willing to make further payment to the Promoter as per clause 3) hereinabove, then in that event such allottee is permitted to make the further payments to the Promoter as per clause 3). Upon the expiry of 2 months period if you fail to come forward for

registration of the Agreement for Sale then in that event the Promoter may cancel the allotment letter and forfeit the amounts paid by you, not exceeding 2% of the cost of the said Apartment and balance consideration amount, if any, due and payable shall be refunded without interest within 2 months from the date of sale of the said Apartment to any third party.

14. Notices:

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.

15. Validity of Allotment Letter:

It is mutually agreed that this Allotment Letter supersedes previous writing/s and document/s, if any, exchanged / executed between us in respect of this Transaction and that agreement for sale shall supersede this Allotment Letter and any other previous writings.

16. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

For HGP Community Pvt. Ltd.

Signature

(Promoter/Authorized Signatory)

Date: [●]

Place: Mumbai, Maharashtra.

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature [●]

Name [●]

(Allottee/s)

Date: [●]

Place: Mumbai, Maharashtra

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Annexure-A

Proposed Stage wise time schedule of completion of the Project
subject to the approval from the authority.

Sr. No.	Stages	Proposed Date of Completion subject to the approval from the authority.
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors, and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building/wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other	

	activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water.	
17.	Solid waste management & disposal	
18.	Water conservation / rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Promoter(s)/Authorized Signatory