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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 23RD day of OCTOBER in the Year 2023 BETWEEN HGP COMMUNITY PVT. LTD., a Company registered under the Companies Act, 2013 and having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai - 400021, having PAN No.AADCH8389P, hereinafter called the "PROMOTER" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include, its successors and assigns) of the ONE PART.

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And Mr. /Mrs. /Miss /M/s. YOG RAJ MALHOTRA AND

RAVINDRA KUMAR

having PAN No. AATPM 6713B, AEUPK9S394.

hereinafter called the "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in the case of individual, his/her/their respective heirs, executors, administrators and permitted assigns, in the case of partnership firm, the partner or partners for the time being of the Firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and in the case of Company/LLP, its successors in interest and permitted assigns) of the **OTHER PART**;

(ii) By an Agreement for Development-cum-Sale dated 28th January, 1984 and made between (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma of the One Part and M/s. Omega Associates, as the Promoter was formerly known, of the Other Part, the said (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma agreed to sell to the Promoter and the Promoter agreed to purchase from them, the Said Second Property for the consideration and on the terms and conditions therein contained.

(iii) Pursuant to the aforesaid Agreement for Development-cum-sale dated 28th January, 1984, the said (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma executed a Power of Attorney dated 28th January, 1984, in favour of the partner of the Promoters to do and carry out various acts, deeds, matters and things for and on behalf of the said (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma, as contained therein;

(iv) Pursuant to the said Agreement for Development-cum-Sale dated 28th January, 1984, the said (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma placed the Promoter in possession of the Said Second Property with right to deal with, develop and dispose of the same.

(v) Chandrabhan B. Sharma has executed a Declaration dated 10th December, 1985, whereby he has inter alia declared that the Deed of Trust dated 1st March, 1972 in respect of the above mentioned Smt. Durgadevi Sharma Charitable Trust, which was lodged for registration in the office of the Sub- Registrar on 1st March, 1972 remained un-registered and therefore not operative in law. It is further declared in the said Declaration that the said Chandrabhan B. Sharma continued to hold the said Second Property in his personal capacity and the said Trust or any Trustee or Trustees or any Beneficiaries did not have any right, title, interest or claim in the said Second Property or any part thereof. Under the circumstances, the said Chandrabhan B. Sharma (hereinafter referred to as "the said Owner") alone became entitled to the said Second Property;

(C) (i) In pursuance of the provisions of the Bombay Metropolitan Region Development Authority (B.M.R.D.A.) Act 1974, the Bombay Metropolitan Region Development Authority (hereinafter referred to as "the said Authority") formulated and sanctioned, a scheme called Powai Area Development Scheme (PADS) for development of lands situated at Villages Powai and Tirandaz of Taluka Kurla.

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MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)
[CHE/ES/2581/S/337(NEW)/OCC/1/New of 22 April 2022]

To,
Surendra Hiranandani, CA to Owner
Olympia, Central Avenue, Hiranandani Business Park, Powai-400076.

Dear Applicant/Owners,

The full development work of Residential building comprising of Residential building No- 2 (Regent Hill) comprising of LMR + 1st to 23rd residential upper floors (including LMR, Staircase room, OHT) in addition to the earlier OCC granted for the entire wings A & B having 3 level basements + stilt + 1st to 23rd residential upper floors on plot bearing C.S.(to./CTS) No. Old C.T.S. No. 18 (Pt.), 19(Pt.), 20A(Pt.), 20B, 22A(Pt.) & 22B & New C.T.S. No. 22A/9 (Pt.) of village POWAI in Hiranandani Gardens is completed under the supervision of Shri. Suhas Purushottam Joshi , Architect , Lic. No. CA/84/8625. Shri. Shallesh R Mahimtura , RCC Consultant, Lic. No. STR/M/39 and Shri. C. K. PITHAWALLA , Site supervisor, Lic. No. P/B/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/2581/S/337(NEW)-CFO/1/Amend dated 17 February 2022 . The same may be occupied and completion certificate submitted by you is hereby accepted.

Copy To :

1. Asstt. Commissioner, S-Ward
2. A.A. B. S. Ward
3. EE, Eastern Suburb
4. M. S. Ward
5. A.E.M.W., S Ward
6. Architect, Suhas Purushottam Joshi, OLYMPIA, CENTRAL AVENUE HIRANANADANI BUSINESS PARK, POWAI MUMBAI 76



Name : Lolani Sukade
Designation : Executive
Engineer
Organization : Person
Date : 22-Apr-2022



Yours faithfully
Executive Engineer (Building Pro)
Municipal Corporation of Greater
S Ward

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WHEREAS:

- (A) (i) Shri. Chandrabhan Bhuramal Sharma (hereinafter referred to as "the Original Owner"), was seized and possessed of or otherwise well and sufficiently entitled to pieces or-parcels of lands or ground situated, lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District at Mumbai City and Mumbai Suburban and more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as the "First Property")
- (ii) By an Agreement for Development-cum-Sale dated 28th January, 1984 and made between the said Original Owner of the One Part and M/s. Crescendo Associates, a Private Limited Company, was formerly known, of the Other Part, the said Original Owner agreed to sell and the Promoter agreed to purchase the said First Property, as contained therein.
- (iii) Pursuant to the said Agreement for Development-cum-Sale dated 28th January, 1984, the said Original Owner executed Power of Attorney in favour of the Partner of the Promoter, also dated 28th January, 1984, authorizing him *inter alia* to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owner, as contained therein.
- (iv) Pursuant to the said Agreement for Development-cum-Sale dated 28th January, 1984, the said Original Owner placed the Promoter in possession of the said First Property, with right to deal with, develop and dispose of the same.
- (v) The said Original Owners vide a Writing dated 24th February, 1990, confirmed the said Agreement for Development-cum-Sale dated 28th January, 1984 and the rights of the Promoter thereunder. The said Original Owner further confirmed having received full amount of consideration and that the Promoter is entitled to develop and sale the said First Property, as the Owner may deem fit.
- (B) (i) Further, prior to 28th January, 1984 (1) Chandrabhan Bhuramal Sharma and (2) Smt. Durgadevi C. Sharma (for himself and on behalf of Smt. Durgadevi Sharma Charitable Trust) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of lands or grounds situate lying and being at Village Powai and Tirandaz, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban as more particularly described secondly in the FIRST SCHEDULE hereunder written (hereinafter referred to as the "Second Property");



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MUNICIPAL CORPORATION OF GREATER MUMBAI
 FORM 'A'
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT
 No CHE/ES/2581/S/337(NEW)/FCCI/5/Amend
 COMMENCEMENT CERTIFICATE



To,
 HGP COMMUNITY PRIVATE LIMITED
 Olympia, Central Avenue, Hiranandani Business
 Park, Powai-400076

Sir,
 With reference to your application No. CHE/ES/2581/S/337(NEW)/FCCI/5/Amend Dated. 27 May 2021 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 348 no 337 (New) dated 27 May 2021 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. Old C.T.S. No. 18 (Pt.), 19 (Pt.), 20A (Pt.), 20B, 22A (Pt.) & 22B & New C.T.S. No. 22A/9 (Pt.) Division / Village / Town-Planning Scheme No. POWAI situated at Loop road Road / Street in S Ward Ward.

The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. AE BP S&T ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

ANNEXURE - "C1"



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[CHE/ES/2581/S/337(NEW)/OCC/1/NEW of 09 March 2022]

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To, Surendra Hiranandani, CA to Owner
Olympia, Central Avenue, Hiranandani Business Park, Powai-400076.

Dear Applicant/Owners,

The Part development work of Residential building comprising of Residential building No- 2 (Regent Park) comprising of the full development work of Residential building comprising of of Wing-A & B having 3 level under construction of 1st to 23rd on plot bearing C.S.No./CTS No. Old C.T.S. No. 18 (Pt.), 19(Pt.), 20A(Pt.), 20B, 22A(Pt.) & 22B & New C.T.S. No. 22A/9 (Pt.) of village POWAI at Hiranandani Gardens is completed under the supervision of Shri. Suhas Purushottam Joshi, Architect, Lic. No. CA/84/8625, Shri. Shailesh R Mahimtura, RCC Consultant, Lic. No. STR/M/39 and Shri. ca8625, Site supervisor, Lic.No. P/8/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/2581/S/337(NEW)-CFO/1/New dated 13 December 2021.

It can be occupied with the following condition/s.

- 1) That the balance conditions as per this office Intimation of Disapproval and amended plans approval conditions under even no shall be complied with before requesting full OCC.
- 2) That the building for which part occupation permission as marked on accompanied plans shall be protected against any mishap & no FSI violations within the said portion shall be permitted by the developer.
- 3) That the prospective occupants of building shall be made aware of the balance works & MCGM shall be kept indemnified for any litigations, mishap etc.
- 4) That the prospective occupants of building shall be made aware of the ongoing construction activities/ partially incomplete works & protective/ safety measures to be adopted at their end & no FSI violations within the said portion shall be permitted by the developer.
- 5) That the RG/ LOS shall be developed as per approved plans & same shall be planted with trees as per regulations.
- 6) That all temporary provisions in regards to building services shall be maintained till full OCC.

Copy To :

1. Asstt. Commissioner, S Ward
2. A.A. & C., S Ward
3. EE (V), Eastern Suburb
4. M.I., S Ward
5. A.E.W.W., S Ward

6. Architect, Suhas Purushottam Joshi, OLYMPIA, CENTRAL AVENUE HIRANANADANI BUSINESS PARK, POWAI MUMBAI 76
For information please

Name : Lotan Sukadeo Ahire
Designation : Executive
Engineer
Organization : Personal
Date : 09-Mar-2022 12: 55:05





सूची क्र.2

दुरधर्म निबंधक - सह दु.नि. कुर्ला ३
दस्तावेज क्रमांक 20913/2023
मोडेली
Regn 63m

गावाचे नाव : पवई

कगनामा	
14946000	
11551521.5	
	1) पालिकेचे नाव:मुंबई मनगा इतर वर्णन :सदनिका नं: 207, माळा नं: दुसरा मजला, इमारतीचे नाव: गिजेन्ट हीन ए विसा, ब्लॉक नं: द्विगनदानी गार्डन, रोड : पवई,मुंबई-400076, इतर माहिती: सदनिका 379 चौगम फुट कागद 35 25 चौगम मीटर कागपेट व 38.77 चौगम मीटर विल्ट अप,विल्डिंग नं 2,सेक्टर 11 ए,मि टी एम नं 20ए(पार्ट),22ए(पार्ट)ऑफ विलियेज पवई,कगनामा दस्तान नमूद केल्याप्रमाणे PUI: SX1200031720000 ((C.T.S. Number : 20, 22 .))
	1) 38.77 चौ.मीटर
	1) नाव:-गव जी पी कम्युनिटी प्राईवेट लिमिटेड चे ऑथोराईज सिगनेटरी मनिष गुमा तर्फे कुल मुबुन्यार मलय भद्रु वय -62, पना:-प्लॉट नं: ऑफिस नं 514, माळा नं: 5 वा मजला , इमारतीचे नाव: दलामल टावर, ब्लॉक नं: नरीमन पॉइंट , रोड नं: मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400021 पॅन नं :-AADCH8389P
	1) नाव:-योग राज मल्होत्रा वय:-86; पना:-प्लॉट नं: जी -1304, माळा नं: , इमारतीचे नाव: तुलीप, जल वायु डिफेन्स एन्क्लेव्ह सीएचएम लिमिटेड , ब्लॉक नं: पॅम I, सेक्टर 20, रोड नं: खारघर, नवी मुंबई , महाराष्ट्र, गार्डगार: () पिन कोड:-410210 पॅन नं:-AATPM6713B
	2) नाव:-रवींद्र कुमार वय:-58; पना:-प्लॉट नं. जी -1304, माळा नं: , इमारतीचे नाव: तुलीप, जल वायु डिफेन्स एन्क्लेव्ह सीएचएम लिमिटेड , ब्लॉक नं: पॅम I, सेक्टर 20, रोड नं: खारघर, नवी मुंबई , महाराष्ट्र, गार्डगार: () पिन कोड:-410210 पॅन नं:-AEUPK9539G
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	23/10/2023
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	896800
	30000

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



वस्तासोबत देण्यात आलेली सूची-३

सह दुय्यम निबंधक (वर्ग-३)
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2. The cost of cleaning and lighting the passages, water pump, lighting, staircases, lift, common lights and other parts of the Said Wing used by the Apartment holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pumpmen etc.
4. The cost of working and maintenance of common light, water pump, lift and other charges.
5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.
6. Insurance of the Said Wing.
7. All the expenses relating to Sewerage Treatment Plants (STP's) including for maintenance, treating water, electricity etc.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building along with parking spaces and / Project Land.



SCHEDULE 'A'

Apartment bearing number 207 on the 2ND floor, in the 'A' wing of the Building **REGENT HILL** being the said project, admeasuring 35.25 sq.mtrs. (carpet area) equivalent to 379 sq. ft. (carpet area) "said Apartment") and bounded as follows -

- On or towards the East -
- On or towards the West -
- On or towards the North -
- On or towards the South -


Y. J. Jaiswal