

390/7941

Monday, April 08, 2024

4:02 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 8529

दिनांक: 08/04/2024

शाखाचे नाव: पवई

दस्तऐवजाचा अनुक्रमांक: करत3-7941-2024

दस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: संचारी बिस्वास

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2800.00

पृष्ठांची संख्या: 140

**DELIVERED**

एकूण:

रु. 32800.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:21 PM ह्या वेळेस मिळेल.

मह. दु. निबंधक कुर्ला - 3

बाजार मूल्य: रु. 11551521.5/-

मोवदला रु. 16700400/-

भरलेले मुद्रांक शुल्क: रु. 1002100/-

**सह. दुय्यम निबंधक**  
**कुर्ला-३ (वर्ग-२)**

1) देयकाचा प्रकार: DHC रक्कम: रु. 800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424083501780 दिनांक: 08/04/2024

विक्रेते नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424086801703 दिनांक: 08/04/2024

विक्रेते नाव व पत्ता:

3) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH018576995202324R दिनांक: 08/04/2024

विक्रेते नाव व पत्ता:

**DELIVERED**

*Samir*

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### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 08<sup>TH</sup> day of APRIL in the Year 2024 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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*[Handwritten signature]*

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And Mr. /Mrs. /Miss /M/s. SANCHARI BISWAS AND  
MAYANK SHARMA

having PAN No. BGFPB2645J, CTEPS 8574E  
 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**;

*Sanchari*  
*Mayank*

करल - ३		
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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 28<sup>th</sup> January, 1984 and made between the said Original Owner of the One Part and M/s. Crescendo Associates, as the Promoter, 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 28<sup>th</sup> January, 1984, the said Original Owner executed Power of Attorney in favour of the Partner of the Promoter, also dated 28<sup>th</sup> 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 28<sup>th</sup> 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 24<sup>th</sup> February, 1990, confirmed the said Agreement for Development-cum-Sale dated 28<sup>th</sup> 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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करल - ३	
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(ii) By an Agreement for Development-cum-Sale dated 28th January, 1984 and made between Chandrabhan Bhumal 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 Bhumal 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, of the said (1) Chandrabhan Bhumal 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 Bhumal 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 Bhumal 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) The said 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 Kuria,

करल - ३	
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(ii) The Authority proposed to the State Government to direct it to undertake the development of the Lands pursuant to PADS and accordingly the State Government directed the Authority to undertake the execution of PADS.

(iii) The State Government after calling upon the Land Owners in PADS, including the Original Owner to show cause against the intended acquisition, acquired inter alia the said First Property and the said Second Property under the provisions of B.M.R.D.A. Act.

(iv) On the representation by the Land Owners, including the Original Owner to the Government for proposed development of their respective Lands, including the said First Property and the Second Property, out of their own resources, the said Authority agreed to dispose of the said First Property and the said Second Property in favour of the Original Owner / his assigns, as stated hereunder. The State Government had directed the said Authority to undertake execution of PADS.

(v) By a Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Chandrabhan Sharma and other Owners (including the said Original Owner), of the Third Part, pursuant to the Land Owners, including the Original Owner having conceded and/or handed over to the said Authority their Lands under the said Scheme, the State Government agreed to dispose of the respective Lands of the Land Owners as contained therein.

(vi) Accordingly, pursuant to the said Tripartite Agreement dated 19th November, 1986, two Agreements to Lease were executed at Mumbai on 19th November, 1986, by the said Authority in favour of the said Owner and pursuant to the said Owner having conceded and/or handed over the said First and the said Second Property to the said Authority under the said PADS, the said Authority agreed to grant leases of the said First Property and the said Second Property in favour of the said Owner, as contained in the said Agreements to Lease.

The said First Property and the said Second Property are hereinafter jointly referred to as the "Larger Lands".

AND WHEREAS the Lands forming part of PADS have been naturally divided by D.P. Roads into different Sectors and the same are being developed for last several years on layout development basis.



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AND WHEREAS the Promoter have constructed a residential Building, called **REGENT HILL**, having Wing 'A', Wing 'B', Wing 'C', Wing 'D' on a portion forming part of the said First Property and Wing 'E' on a portion forming part of the said Second Property (hereinafter referred to as "said Building"). The said Building is in Sector XI - A. The Net Plot area of the said Sector XI-A, because of amalgamation of adjoining land, is 55105.19 sq. mtrs. (excluding reservations), as more particularly described **Thirdly** in the **First Schedule** hereunder written, hereinafter referred to as the "Layout Plot". The latest Layout approved by Municipal Corporation of Greater Mumbai (MCGM) is dated 10.08.2018. The authenticated copy of the said approved Layout Plan of the Said Sector XI - A is annexed hereto and marked as **Annexure - "A"**;



AND WHEREAS accordingly, the Promoter is entitled to develop *inter alia* a portion admeasuring about 2632.45 sq. mtrs. of the said Layout Plot, as more particularly described **Fourthly** in the **First Schedule** hereunder written. (hereinafter referred to as "the Project Land");

AND WHEREAS vide IOD dated 26.06.2018, MCGM has sanctioned plans for construction of the said Building Regent Hill and the latest amended plans of the said Building, *inter alia* for residential use, were approved by MCGM on 01.09.2021; MCGM issued Commencement Certificate for the construction of the said Building, Regent Hill on 21.10.2021.

AND WHEREAS the Promoter is entitled to allot and sell apartments, garages and covered parking spaces in Wing 'B' of the said Building **REGENT HILL**, comprising of **3 basements + stilt + 1<sup>st</sup> to 23<sup>rd</sup> upper floors** constructed on the Project Land as per the latest Amended Plans dated 01.09.2021. The MCGM has already issued Occupation Certificates (OC) for the said Building. The authenticated copies of the IOD, letter of latest Amended plans, latest CC and OC, of the said Building, are annexed hereto as **Annexures - "B1", "B2, "C" and "C 1" respectively**, which are being uploaded on the website of the Authority;

AND WHEREAS the title to the said First Property and the said Second Property has been certified by M/s. Chaphekar & Co., Advocates and Solicitors, as per their certificates of title, authenticated copies of which are annexed hereto as **Annexure - "D-1" and "D-2" respectively**;

AND WHEREAS the Project Land stands in the Revenue Records and Municipal records in the name of the said Original Owner / MMRDA; the authenticated copy of the P.R. Card is annexed hereto as **Annexure - "E"**;

*[Handwritten signatures]*

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AND WHEREAS the Promoter has agreed to sell and the Allottee/s has/have agreed to purchase Apartment No. 402, admeasuring 35.25 sq.mtrs. (carpet area) which is equivalent to 379 sq.ft.(carpet area), as per the definition under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "Said Act") on the 4<sup>TH</sup> Wing of the **Regent Hill Building** (hereinafter referred to as "the Said Wing"), and on the terms and conditions hereinafter appearing;



AND WHEREAS the Promoter has registered this Project i.e. **REGENT HILL Building**, Wings (hereinafter referred to as the "said Project"), under the provisions of the Said Act and the Rules framed there under with the Real Estate Regulatory Authority at Mumbai no. P51800018620 authenticated copy is attached in **Annexure - F**;

AND WHEREAS by virtue of the Development-cum-Sale Agreements and Power of Attorneys and aforesaid documents, the Promoter alone has sole and exclusive right to sell the Apartments and sell/allot car parkings in the said Building and to enter into agreement/s with the Allottee/s and to receive consideration / cost in respect thereof;

AND WHEREAS M/s. Crescendo Associates, M/s. Omega Associates and some other entities have been merged with the Promoter under the Amalgamation/Merger Scheme sanctioned by the Bombay High Court on 18<sup>th</sup> November, 2016, vide common order in CSPs/ 483 to 489/2016. As a result thereof, the names M/s. Crescendo Associates and M/s. Omega Associates stood substituted with the name, HGP Community Private Limited, being the Promoter herein, for all practical purposes;

AND WHEREAS on demand from the Allottee/s, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Architect, Mr. Suhas Joshi and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder;

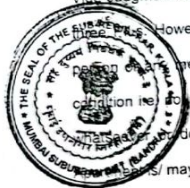
AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed as **Annexure - "G"**;

*[Handwritten signatures]*

करल - 3  
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AND WHEREAS the Promoter has complied with the terms, conditions and stipulations laid down by the concerned local authority and/or Government while sanctioning the plans of the said Building;

AND WHEREAS the said Building has been constructed pursuant to and in compliance with the Orders, including common Order and Judgment dated 22<sup>nd</sup> February, 2012, passed by the Hon'ble Bombay High Court in PIL Nos.131 of 2008, 91 of 2008 and 21 of 2010 (three PILs). Copies of the Orders, including the said common Order and Judgment are available on the official website of the High Court. As stipulated in said common Order and Judgment passed in the Said PILs, no two flats shall 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



However, the above restriction / condition i.e. no two flats shall be sold to the same member of her/his family, being her/his spouse and children and similarly the other member of her/his family, being her/his spouse and children in the Said Wing in any manner do not combine/amalgamate two adjacent apartments in the Said Wing in any manner do any alteration/s, because of which the approved/sanctioned area of the said Premises may increase, continue to apply;

AND WHEREAS the Promoter has accordingly constructed the said Premises in the said Wing, in accordance with the said sanctioned plans;

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition appearing hereinafter,

AND WHEREAS, prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum of Rs. 16,70,000/- (Rupees SIXTEEN LAKHS SEVENTY THOUSAND Only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

*Signature*

*Signature*

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AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment;



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS -

1. The Promoter has constructed the said Building, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 2 (a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. 402 admeasuring 35.25 sq.mtrs. (carpet area) equivalent to 379 sq.ft. (carpet area) on 4<sup>TH</sup> floor of Said Wing (hereinafter referred to as the "Apartment") as shown in the Floor plan thereof hereto annexed as Annexure-"H", for the consideration of Rs 1,67,00,400/- (Rupees ONE CRORE SIXTY SEVEN LAKHS FOUR HUNDRED Only) including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 2(b) The Allottee/s has paid on or before execution of this Agreement, a sum of Rs. 16,70,000/- (Rupees SIXTEEN LAKHS SEVENTY THOUSAND Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs. 1,50,30,400/- (Rupees ONE CRORE FIFTY LAKHS THIRTY THOUSAND FOUR HUNDRED Only) in the following manner:

- a. Rs. 1,50,30,400/- on or before 29.04.2024
- b. Rs. \_\_\_\_\_ on or before \_\_\_\_\_
- c. Rs. \_\_\_\_\_ on or before \_\_\_\_\_

*Signature*

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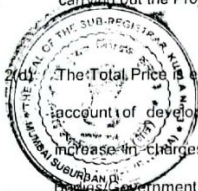
consideration amounts shall be subject to deduction of 1% TDS by the Allottee/s at the time of making payment of sale consideration, which under the amended provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f. 1st September 2019, is inclusive of Agreement Value and all Other Charges. The Allottee/s shall submit copy of the TDS challan/s along with Form 16B to us immediately after making payment.

2(c) The Total Price above excludes Taxes payable by the Allottees consisting of tax by way of GST and any other tax/s which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the said Apartment.

2(d) The Total Price is escalation-free, save and except escalations/increases, due to increase or account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2(e) The Promoter may, at the time of handing over possession of the said Apartment, allow, in its sole discretion, a rebate for early payment/s of instalments payable by the Allottee/s quarterly compounded by discounting such early payment/s @ 12% per annum for the period by which the respective instalment/s has/have been preponed.

2(f) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work vide E-mail and courier at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of instalments within the period of 15 days as contained in such intimation / demand letters. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoter.



करल - ३		
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2(g) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Wing and Promoter shall not be responsible to pay the same.

2(h) The Promoter confirms that it has developed the Project Land with the use of Floor Space Index ("FSI"), Additional Floor Space Index ("AFSI"), Fungible FSI and Transferable Development Rights ("TDR") in accordance with the plans sanctioned by MCGM.

2(i) The Allottee/s shall be liable to pay to the Promoters, GST and other taxes, charge/s etc. if applicable to the allotment / sale of the Said Apartment payable to the Government / Semi-Government Authorities and all authorities, including Central Government, State Government, MCGM etc. The Allottee/s shall also be liable to pay alongwith the consideration value, additional charges as contained in this Agreement. In case the Allottee/s have defaulted to make the aforesaid payment towards additional charges/taxes to the concerned authorities and if the Promoter has to pay the same on behalf of the Allottee/s, then Promoter is entitled to recover the same from the Allottee/s with monthly compounded interest at the rate of 12% per annum and the Promoter shall have the right to debit the same towards the Apartment consideration received/receivable.

2(j) The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, 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.

2(k) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.





3 The Promoter has informed to the Allottee/s that -

करल - ३		
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(i) the 5 Wings of the Building Regent Hill i.e. Wings A, B, C, D & E shall form part of the 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.



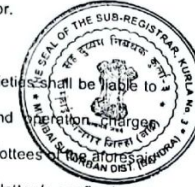
(ii) The Promoter has informed the Allottee/s and the Allottee/s confirms being aware that there are 4 (four) types of car parkings in the said Project, i.e. Single, Stack Parking (mechanized), Open and Puzzle Parking with pit (mechanized) and each wing of the said Building will have separate car parks, which will be allotted by the Promoter to the Allottees free of cost on first cum first basis. 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 car parking systems, which shall be in addition to the maintenance cost of the apartments/building. The 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.

(iii) The Allottee/s, hereby confirm/s that they have also been informed that they 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. The Allottee/s confirm the same and undertake not to raise any dispute and/or claim in future in respect of the same in any manner.

(iv) The Promoter has 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, the Promoter will start the work of the Sector specific proposed Club House and landscape amenities to be provided in the Sector in phase wise manner. The Allottee/s confirm/s that he/she/they are aware

करल - ३		
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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 respective 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 be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever.

(v) The reservations shown in the said Sector XI-A, i.e. Municipal Maternity Home, is likely to be changed to Parking Lot as per Sanctioned DP 2034 and Garden / Park reservation, is proposed to be shifted / relocated. The Promoter proposes to construct, in their place, commercial / residential building/s in the future in the said Sector. 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 be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever.

(vi) Two of the buildings proposed to be constructed by the Promoter in the said Sector, to be called High Land and Empress Hill, are having 22 floors, i.e. upto 70 meters height, as presently proposed. However, in future the floors of the said two proposed Buildings may be increased by use of FSI / Additional FSI, Fungible FSI and TDR upto 100 meters height, depending upon the planning / approvals. Similarly, the height/floors of the proposed residential / commercial building/s on parking lot reservation and after shifting/relocating of the Garden / Park reservation as stated herein above, shall be, as may be decided by the Promoter upto 100 meters height, depending upon the planning / approvals. 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 be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever.

करल - 3  
 वेर 9/9/2028  
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4.1 The Promoter confirms having agreed to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

4.2 Time is of essence for the Promoter as well as the Allottee/s. The Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2(b) hereinabove. ("Payment Plan") The Promoter shall, subject to receiving the entire balance payment of consideration and other payments, as contained in this Agreement hand over the said Apartment to the Allottee/s.

4.5 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project Land, is approximately 46.856.6 square meters only. The Promoter shall maintain the said Floor Space Index by availing of TDR and/or FSI available on payment of premiums and/or Fungible FSI as contained in the Development Control Regulations.

6. The Allottee/s agrees to make timely payments of all the amounts payable by the Allottee/s as per this Agreement. The Allottee/s agrees to pay to the Promoter, interest as on all the payments, which have been delayed, as contained in this Agreement.

7. Without prejudice to right of promoter to charge the interest in terms of sub clause 2(f) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement;  
 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post / Email at the addresses provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Apartment to the Promoter as liquidated damages.

करल - 3  
 वेर 9/9/2028  
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Provided further that upon termination of this Agreement as aforesaid the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

8. The Promoter shall provide approximate price of the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more water closets to be provided by the Promoter in the said Wing and the Apartment asset out in Annexure A hereto.

9. The Promoter shall give possession of the Apartment to the Allottee/s on or before 30.05.2024 or (45-60 days from receipt of complete payment whichever is later), provided the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents.

10. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection, Mahanagar Gas Charges payable to the MCGM and/or to State Government, TATA power, Adani energy or any other private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the Said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Societies of the Allottee/s of the Apartments in the said Project Land.

11. In the interest of the Apartment Allottees of Wings A, B, C, D & E of the REGENT HILL Building, and for environmental safety, two Sewage Treatment Plants (STPs) will be installed, which shall be operated and managed by the proposed Societies of the Allottees of Apartments in Wings A, B, C, D & E of the Said REGENT HILL Building at their costs as per statutory requirement.



*[Handwritten signatures]*

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Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled *inter alia* to construct Recreation Centre, Health Club, Club House, Hotel etc. and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, rent and conduct such area or areas or structure or structures with right to transfer or assign, to soil thereof and to recover and appropriate consideration received therefrom including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of the Apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.

13. The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Lands/ Layout Plot and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Larger Lands and the Layout Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Larger Lands including the Layout Plot, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s enjoyment of the Said Apartment is not adversely affected.
14. So long as each of the Apartments / Covered/ mechanized Parking Spaces in the Said Wing is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking in the Said Wing.

करल - ३	
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The Allottee/s along with the other Apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Apartments which are not sold and disposed off by the Promoter. The Promoter shall be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.



15. The Allottee/s confirm/s that he/she/they/it has/have agreed that-
- (a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.
- (b) In toilets the carpet areas will be inclusive of pali walls.
- (c) In the tiles that will be used in the Apartment, there may be some imperfections, variations including shade variations, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.
16. At the time of registration of the conveyance of the structure of the Said Wing, the Allottee/s shall pay to the Promoter the Allottee/s share of stamp duty and registration charges payable thereon, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the structure of the said Project, to be executed in favour of such Organisation.
17. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout Plot more particularly described **Secondly** in the **First Schedule** hereunder written.
18. The Allottee/s and the person/s to whom the Said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building

करल - ३  
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Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

19. It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Layout Plot / Project Land, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land, including those charges in the Third schedule hereunder written and until the management of said Wing is referred to the Organisation of the Allottees, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.



**CHARGES SHALL BE BORNE BY H4P COMMUNITY PVT. LTD**

20. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement in any event not later than seven days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

21. The Promoter shall always have a right to get the benefit of F.S.I., additional F.S.I., Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said Larger Lands including the Layout Plot from MCGM, amend Layout and also to put up additional structures / buildings as may be permitted by the MCGM and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.

*[Handwritten signatures]*

करल - ३  
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22. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the said Apartment agreed to be purchased by the Allottee/s.
23. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenable and repairable condition and in particular so as to support, shelter and protect the parts of the Wing other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.
24. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer.
25. The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.
26. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartments, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Wing / Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartments in the Said Wing then and in that event any Allottee/s or Allottee/s of Apartments from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs.1000/- (for non-individual) towards share money and Rs.100/- as entrance fee and such Allottee/s or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.



*[Handwritten signatures]*



08/04/2024

सूची क्र.2

दुय्यम निबंधक : मह. दु. नि. कुर्ला 3

दस्त क्रमांक : 7941/2024

नोंदणी :

Regn:63m

गावाचे नाव : पवई

(1) विवेखाचा प्रकार	करागनामा
(2) मोबदला	16700400
(3) वाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देणे की पट्टेदार ने नमूद करावे)	11551521.5
(4) भू.मापन, पोटहिस्सा व घरक्रमांक (अमल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : मदनिका नं: 402, माळा नं: चौथा मजला, इमारतीचे नाव: ग्लिन्ट ड्रीम वी विंग, ब्लॉक नं: द्विगानंदानी गार्डन, रोड : पवई, मुंबई-400076, इतर माहिती: मदनिका 379 चौगम फुट कार्पेट 35.25 चौगम मीटर कार्पेट व 38.77 चौगम मीटर विल्ट अप, विल्डिंग नं 2, सेक्टर 11 ए, मि टी एम नं 20ए(पार्ट), 22ए(पार्ट) ऑफ व्हिलेज पवई, करागनामा दस्तात नमूद केल्याप्रमाणे PUJ: SX1200031720000 (( C.T.S. Number : 20, 22 ; ))
(5) अंशकळ	1) 38.77 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात, असेल तेव्हा.	
(7) दस्तावेज करून घेणा-या/निहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- एच जुी पी कम्युनिटी प्राईवेट लिमिटेड चे ऑथोराईज मिगनेटरी मंतोष उखळकर तर्फे कुल मुखत्या मंजय भट्ट वय:-62; पत्ता:- प्लॉट नं: ऑफिस नं 514, माळा नं: 5 वा मजला, इमारतीचे नाव: दलामल टावर, ब्लॉक नं: नरीमन पॉइंट, रोड नं: मुंबई, MAHARASHTRA, MUMBAI. पिन कोड:-400021 पॅन नं:-AADCH8389P
(8) दस्तावेज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- संचारी बिस्वास वय:-37; पत्ता:- प्लॉट नं: 7, माळा नं: .. इमारतीचे नाव: नटराज मीणचणम, ब्लॉक नं: प्लॉट नं 35, सेक्टर 11, रोड नं: खारघर, नवी मुंबई, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410210 पॅन नं:-BGFPB2645J 2): नाव:- मयंक शर्मा वय:-35; पत्ता:- प्लॉट नं: 7, माळा नं: .. इमारतीचे नाव: नटराज मीणचणम, ब्लॉक नं: प्लॉट नं 35, सेक्टर 11, रोड नं: खारघर, नवी मुंबई, महाराष्ट्र, RAIGARH(MH). पिन कोड:-410210 पॅन नं:-CTEPS8574E
(9) दस्तावेज करून दिल्याचा दिनांक	08/04/2024
(10) दस्त नोंदणी केल्याचा दिनांक	08/04/2024
(11) अनुक्रमांक, खंड व पृष्ठ	7941/2024
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	1002100
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) अंश	

अमल्यासमाठी विचारात घेतलेला नपशील:-

मुद्रांक शुल्क आकारना निवडलेला अनुच्छेद :-

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



वस्तारोबत देण्यात आलेली सूची-२

सह दुय्यम निबंधक (वर्ग-२)  
कुर्ला क्र. ३

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

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 Hill ) comprising of the full development work of Residential building comprising of of Wing-A & B having 3 level basements + still 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. No. 22A/9 (Pt.) of village POWAI at Hiranandani Gardens is completed under the supervision of Shri. Suhas Purushotta Joshi , Architect , Lic. No. CA/84/S625 , Shri. Shailesh R Mahimtura , RCC Consultant, Lic. No. STR/M/39 and Shri. ca862 Site supervisor, Lic.No. P/G/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 or 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, mishaps.
- 4) That the prospective occupants of building shall be made aware of the ongoing construction activities/ partially incomplete works protected safety measures to be adopted at their end & no FSI violations within the said portion shall be permitted by the developer.
- 5) That the Res. 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 Sukdeo  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 09-Mar-2022 12:1

