

<b>Village</b>	<b>MHARAL</b>
<b>Flat Area (Carpet)</b>	<b>58.50 Sq Mtrs.</b>
<b>Market Value</b>	<b>Rs.</b>
<b>Agreement Value</b>	<b>Rs. 8095238/-</b>
<b>Stamp Duty Paid</b>	<b>Rs. 485800/-</b>
<b>Registration. Fee</b>	<b>Rs. 30000/-</b>

### **AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE AT ULHASNAGAR ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2025**

BETWEEN

**M/s. REGENCY NIRMAN LIMITED, (PAN AADCR 5058 B), CIN NO : U45200MH2005PLC153966** a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at Regency House, Opp. Vishnu Darshan, Ulhasnagar – 421 002, **Represented by MR. ANIL JESSARAM BATHIJA - AADHAAR NO. 801984926680 vide Board Resolution dated 13<sup>th</sup> January, 2024** hereinafter referred to as **'the PROMOTER'** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the First Part

AND

**1a. (I) Name of Purchaser: Vandana Gopal Moorjani,  
(II) Aadhaar: 5592 0990 2431 (III) PAN: AANPV7745E**

**Residing / having address at,  
1601, Daffodil, Neelkanth Garden, Opp. Jain Temple, Govandi East, Mumbai, Maharashtra - 400088.** hereinafter referred to as **'The ALLOTTEE'** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the Second Part :

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender wherever applicable.

WHEREAS one “MHARAL SAMUDAYIK SAHAKARI SHETI SANSTHA MARYADIT”, an Agricultural Society, registered under section 9 of the Maharashtra Co-operative Society’s Act, 1960 under No.F41 on 06/01/1955 (hereinafter referred to as ‘the said Society’) was seized of and/or otherwise absolutely entitled to the property lying, being and situate at village Ulhasnagar (Mharal), Taluka Ulhasnagar, District Thane more particularly described in the First Schedule hereunder written and shown on the plan thereof hereto annexed hereto and marked as “**Annexure C-1**” by red colour boundary line being class-2 lands of new tenure (hereinafter collectively called and referred to as the “Entire Property”) in pursuance of the Order bearing No. Revenue/K-1/TE-7/LBP/CR-1/08 dated 22/07/2008, passed by the Collector, Thane.

AND WHEREAS as per the Development Plan then in force and sanctioned under the provisions of the Maharashtra Regional and Town Planning Act, 1966, and as per the said building permission, the area of the entire property as per the extract of 7/12 is 2,47,700 sq. meters and a portion aggregating to 1,33,495.47 sq. meters is reserved for various purposes,.

AND WHEREAS the said Society agreed to sell the said entire property in favour of the Promoter herein and in pursuance thereof as well as the Resolution dated 10/05/2008, passed at the Special General Body Meeting of the said Society on 10/05/2008, the said Society entered into an Agreement for Sale dated 04/08/2008 (hereinafter referred to as ‘the said Agreement’) with the Promoter herein in respect thereof subject to obtaining requisite permission from the concerned authority. The said Agreement is registered with the office of Sub-Registrar of Assurances at ULHASNAGAR under Sr. No.6488/2008.

AND WHEREAS by order bearing No. Govt. of Mah./off.-2/Land-2/CR-406/2009 dated 14/10/2009, the Divisional Commissioner, Konkan Division, Navi Mumbai, granted permission to the said Society to sell the Promoter herein the said entire property for non-agricultural purpose upon the terms and conditions therein contained.

AND WHEREAS pursuant to the Resolution dated 21/10/2009, the said Society sold, transferred, assured and conveyed to the Promoter all their respective right, title, interest and share in respect of the said entire property vide a Deed of Conveyance dated 29/10/2009, registered with the Sub-Registrar of Assurances of Kalyan under Sr. No.**5281/2009** at or for the consideration and upon the terms and conditions therein mentioned.

AND WHEREAS pursuant to the above, the said entire property stands mutated in the name of the Promoter herein in the records of rights and the same is also reflected vide **Mutation Entry No.345**.

AND WHEREAS the Promoter, through its Architect, prepared and submitted the layout plans in respect of the said entire property to the Ulhasnagar Municipal Corporation, Ulhasnagar (hereinafter referred to as ‘the Corporation’) and the same was sanctioned by the Corporation vide its order bearing No. UMC/TPD/BP/221/09/1193 dated 18/12/2009 upon the terms and conditions therein mentioned.

AND WHEREAS the Promoter with a view to develop the said entire property has applied to the Collector, Thane and has obtained the non-agricultural permission passed by the Collector vide Order bearing No. Revenue/K-1/T-14/NAP/ SR-

(217/09) 151/10 dated 22/11/2010 in respect of 2,39,700 sq. mtrs. for residential & commercial purpose out of the total area of 2,47,700 sq. mtrs. of the said entire property i.e. save and except 8,000 sq. mtrs. of the land bearing S. No.58 (hereinafter referred to as 'the said Larger Plot') out of the said entire property upon the terms and conditions therein mentioned.

AND WHEREAS Deed of Declaration dated 03/10/2013 was executed by the Promoter in respect of the said entire property and the same is registered at the office of Sub-Registrar of Assurances at KALYAN-1 (village – Mharal, taluka –Kalyan was rectified as village Ulhasnagar Mharal Taluka Ulhasnagar) under serial No. 6701/2013.

AND WHEREAS subsequently, the Promoter, in respect of the said entire property submitted the plan to the Corporation for its sanction and approval, and for the same D.C. Charges were paid to the corporation vide V.P. No. UMC/TPD/BP/221/09/125/13/252 dated 30/12/2014.

AND WHEREAS the Promoter obtained Commencement Certificate from the Corporation under No UMC/TPD/BP/125/13/338 dated 12/03/2015 in respect of the said entire property upon the terms and conditions therein contained. As per the sanctioned plans, after deducting the reservations from the said entire property, the Promoter became entitled to carry out construction of buildings on the land admeasuring **1,59,102.90** sq. Meters (hereinafter referred to as the "said property") and shown by blue colour line on the plan thereof hereto annexed and marked as "**Annexure C-1**" together with the beneficiary FSI of some of the reserved portions handed over / to be handed over to the Corporation being/to be consumed upon the said property. However, the Promoter has already represented to the Allottee that as and when the reserved portions of the said entire property shall be dereserved or developed under various schemes of the Corporation, such reserved area shall, from time to time be added to and/or deemed to be comprised into **1,59,102.90** Sq. Mtrs. the area of the then said property and the same shall collectively be thenceforth be deemed to form and mean to be included in the definition of the said Property. Moreover, the Promoter has also represented to the Allottee that the area of the RG may vary subject to the changes in DC Rules from time to time and the Promoter is absolutely entitled to revise the layout accordingly without prejudicially affecting the area of the Apartment agreed to be allotted to the Allottee herein and the Allottee hereby consents to the same and also assures not to raise any objection or claim in respect thereof in future.

AND WHEREAS the Promoter has handed over some of the portions mentioned hereinabove to the Corporation and as such became entitled to avail and consume the benefits thereof in the form of setback FSI and/or beneficiary FSI upon the said property. The Promoter reserves its right in respect of the remaining reserved portions and the benefits thereof to be utilized and consumed by the Promoter upon the said property and in the manner as deemed fit and proper by the Promoter.

AND WHEREAS the Promoter has represented to the Allottee that the Promoter is entitled to handover the reserved portions to the Corporation and/or at its own discretion, get the said reserved portion de-reserved and get the user of such de-reserved portions converted into residential use in order to enable the Promoter to utilize and consume the FSI of such de-reserved portion upon the said property and construct residential/commercial and/or residential-cum-commercial premises upon the said property which is more particularly depicted by way of respective reserved portion/future expansion marked on the plan annexed hereto as "**Annexure C-2**". Similarly, the Promoter has also informed the Allottee that it is entitled to utilize

and consume upon the said property, the unutilized and/or beneficial FSI in respect of the portions handed over to the Corporation and which has not been till date utilized and/or consumed by the Promoter while preparing the layout and/or revised plan in respect of the said property.

AND WHEREAS the said additional/extra/beneficial FSI that may become available to the Promoter, (1) for any reason whatsoever or in pursuance of change in DC Rules and Regulations, (2) in respect of de-reserving of the said reserved portions (3) RG area that may be converted into residential area and (4) unutilized and unconsumed FSI in respect of the portions already been handed over to the Corporation, hereinafter collectively referred to as ‘the FSI available for the Future Development’.

AND WHEREAS in pursuance to the aforesaid orders, the Promoter has followed the due process of law and has obtained the clearance from the High Rise Committee (Technical advisory committee for High Rise Buildings) for carrying out the developmental and construction activities as well as the sale of flats and units to the intending Allottee with an intention to promote and regulate the construction on the said property under the provisions of Real Estate (Regulation & Development) Act, 2016 and the Rules framed thereunder with an intention to form co-operative housing society or condominium of apartment owners or any corporate body under the provisions of law and ultimately transfer the same to such legal entity and an authenticated copy of such permission bearing No. UMC/TPD/BP/S-281/15 dated 03/11/2015.

AND WHEREAS vide revised V.P. No. UMC/TPD/BP/125/13/510 dated 09/11/2015, the Corporation granted revised commencement Certificate in respect of the development of the said property.

AND WHEREAS vide revised V.P. No. UMC/Addl.Comm/242/2016 dated 20/10/2016, office of the Chairman (Technical advisory committee for High Rise Buildings) Ulhasnagar Municipal Corporation has granted approval for the remaining 16 buildings on 20/10/2016 upon the terms and conditions therein mentioned

AND WHEREAS subsequently, the Promoter has further revised the plans and submitted the same to the Corporation for its approval who has, granted its sanction and approval and also issued amended sanction cum Commencement Certificate bearing V.P. No. UMC/TPD/BP/125/12/557 dated 29/03/2017 in respect of the same upon the terms and conditions therein mentioned.

AND WHEREAS as per the revised Development Plan in force and sanctioned under the provisions of the Maharashtra Regional and Town Planning Act, 1966, and as per the said building permission, some of the reservations depicted in the previous Development Plan has been removed and in pursuance thereof, out of the area of the entire property, a portion aggregating to 89,978.36 sq. meters is reserved for various purposes.

AND WHEREAS subsequently, the Promoter has further revised the plans and submitted the same to the Corporation for its approval who has, granted its sanction and approval and also issued amended sanction cum Commencement Certificate bearing V.P. No. UMC/TPD/BP/125/13/247 dated 23/03/2018 in respect of the same upon the terms and conditions therein mentioned.

AND WHEREAS in pursuance of the Excluded Part more particularly shown on the map annexed hereto as “**Annexure C-1**” and marked with the word Recreational Ground Reservation site No. 7 & 8, being deleted from reservation and converted into residential zone as described in the Schedule appended to the Notification under Maharashtra Regional and Town Planning Act, 1966, bearing Order No.TPS-1214/1423/P.No.19/17/E.P./New-12 dated 01/03/2019 the Gazette, the Promoter is also entitled to utilize and consume additional FSI in respect of such converted portion. also as such the total balance area available for development including the said Smaller Property would be **1,59,102.90** sq. Mtrs. (hereinafter referred to as ‘the **said Property**’) and more particularly described in the Second Schedule and shown by Red colour boundary line on the plan annexed hereto and marked as “**Annexure C-1**”, and as such the aggregate FSI to the extent of **9,90,000** sq. mtrs. has become available to be utilized on the said property and the Promoter shall be absolutely entitled to do the same, as the Promoter may deem fit and proper as such the Promoter shall be entitled to construct additional **25** Nos. of multistoried residential cum commercial Buildings with multiple wings comprising of Stilt + **40** Upper floors **i.e.** up to the height of **120** mtrs. and other amenities as shown to be constructed on the said property and also intends to shift and relocate the Recreational Garden being the portion of the property more particularly marked with the words “future residential cum commercial expansion/future commercial cum residential expansion” in further phases/stages as shown with hatched lines on the plan annexed hereto as “**Annexure C -2**”.

AND WHEREAS subsequently, the Promoter has further revised the plan and clearly brought to the notice and knowledge of the Allottee herein that the present sanction is in accordance with the revised Commencement Certificate from the Corporation bearing No. **UMC/TPD/BP/125/13/223 dated 05/12/2019** which interalia sanctions and authorizes construction of Building type A consisting of wing III comprising of Stilt + 1st floor Stilt Podium + 25 upper floors, Building type A consisting of wing IV comprising of Stilt + 1<sup>st</sup> floor Stilt Podium + 3 Floors, Building type C2 consisting of 2 wings viz. III and IV both comprising of Stilt + 1st floor Podium + 24 upper floors (i.e. in total stilt + 25 upper floors) ; Building type C4 and C5 both comprising of Stilt + 26 upper floors; Building Type C3,C6,C7 & C8 comprising of Stilt + 2 upper floors; independent and private Assembly Building comprising of Stilt + 5 upper floors; Building for Ulhasnagar Municipal Corporation comprising of Ground Floor + 4(p) Upper Floors to be surrendered and handed over to the Corporation as per the terms of sanction; And Commercial Buildings i.e. Commercial Building No-2 comprising of Ground Floor + 3 Upper Floors and another Commercial Building No-3 comprising of Ground Floor + 12 Upper Floors in phase wise manner.

AND WHEREAS subsequently, the Corporation granted further Commencement Certificate bearing No. **UMC/TPD/BP/125/13/09 dated 19/10/2020** which interalia sanctions and authorizes construction of Building type A consisting of wing III comprising of Stilt + 1st floor Stilt Podium + 25 upper floors, Building type A consisting of wing IV comprising of Stilt + 1<sup>st</sup> floor Stilt Podium + 3 Floors, Building type C2 consisting of 2 wings viz. III and IV both comprising of Stilt + 1st floor Podium + 24 upper floors; Building type C3 and C4 both consisting of wing A, B and C all comprising of Stilt + 27 upper floors; Building Type C5 &C6 both consisting of wing A, B and C all comprising of Stilt + 2 upper floors; Building Type D1 comprising of Stilt + 3(P) upper floors, independent and private Assembly Building comprising of Stilt + 5 upper floors by utilizing the permissible FSI of the said property; Building for Ulhasnagar Municipal Corporation comprising of Ground Floor + 4(p) Upper Floors to be surrendered and handed over to the Corporation as per the terms of sanction; And Commercial Buildings i.e.

Commercial Building No-2 comprising of Ground Floor + 3 Upper Floors and another Commercial Building No-3 comprising of Ground Floor + 12 Upper Floors in phase wise manner

AND WHEREAS meanwhile, Unified Development Control and Promotion Regulations has been sanctioned by the state Government under Sec,37(1AA) (c) and Sec.20(4) of the Maharashtra Regional and Town Planning Act, 1966 vide Notification No.TPS-1818/CR-236/18/DP&RP/Sec.37(1AA)(c) & Sec.20(4)/UD-13, dated 02/12/2020 (hereinafter referred to as 'the said Unified DCR').

AND WHEREAS the Promoter hereby represents that the Promoter is entitled to consume and utilise upon the said property all the potential FSI as might be permissible under the present as well as the said Unified DCR in order to develop the said property to its optimal level and accordingly, the Promoter is desirous of submitting revised plans therein consuming and utilising all the potential beneficial FSI/TDR as might be permissible upon the said property under the prevailing DCR as well as the said Unified DCR.

AND WHEREAS accordingly, the Promoter further revised the plan and submitted the revised plan under the present as well as the said Unified DCR due to which the area and FSI upon calculation has been modified/increased substantially and as such, the total balance area available for development comprising the said Property is **1,59,102.90** sq. Mtrs. (hereinafter referred to as 'the **said Property**') and shown by Red colour boundary line on the plan annexed hereto and marked as "**Annexure C-1**", and as such the aggregate FSI to the extent of **9,90,000** sq. mtrs. has become available to be utilized on the said property, the details whereof is annexed hereto and marked as "**Annexure C-2**" and the Promoter shall be absolutely entitled to do the same, as the Promoter may deem fit and proper as such the Promoter shall be entitled to construct additional **25** Nos. of multistoried residential cum commercial Buildings with multiple wings comprising of Stilt + **40** Upper floors **i.e.** up to the height of **120** mtrs. and other amenities as shown to be constructed on the said property and also intends to shift and relocate the Recreational Garden being the portion of the property more particularly marked with the words "future residential cum commercial expansion/future commercial cum residential expansion" in further phases/stages as shown with hatched lines on the plan annexed hereto as "**Annexure C -2**".

AND WHEREAS as recited hereinabove and as per the above sanctions and approvals, the Promoter is entitled to commence, carry out and complete the scheme of construction on the said property with further and future expansion of buildings as may be permitted by the Corporation from time to time in lieu of the FSI available for the Future Development, with additions, modifications and alterations in plans of the sanctioned buildings as well as further expansions therein from time to time.

AND WHEREAS subsequently, the Promoters further revised the plans which was sanctioned by Corporation and also granted further revised Sanction Cum Commencement Certificate bearing No. UMC/TPD/BP/125/13/250 **dated 15/03/2021** which interalia sanctions and authorizes construction of Building Type A consisting of wing III comprising of Stilt + 1st floor Stilt Podium + 25 upper floors, Building type A consisting of wing IV comprising of Stilt + 1<sup>st</sup> floor Stilt Podium + 3 Floors, Building type C2 consisting of 2 wings viz. A and B both comprising of Stilt + 1st floor Podium + 24 upper floors; Building type C3, C4, C5 and C6 all consisting of wing A, B and C all comprising of Stilt + 27 upper floors; Building Type D1 comprising of Stilt + 3(P) upper floors, independent and private Assembly Building comprising of Stilt + 5 upper floors by utilizing the permissible

FSI of the said property; Building for Ulhasnagar Municipal Corporation comprising of Ground Floor + 4(p) Upper Floors to be surrendered and handed over to the Corporation as per the terms of sanction; And Commercial Buildings i.e. Commercial Building No-2 comprising of Ground Floor + 3 Upper Floors, Commercial Building No-3 comprising of Ground Floor + 12 Upper Floors and Commercial Building No-4 comprising of Ground floor only.

AND WHEREAS subsequently, the Promoters further revised the plans which was sanctioned by Corporation and also granted further revised Sanction Cum Commencement Certificate bearing No. UMC/TPD/BP/125/13/192 **dated 28/05/2021** which interalia sanctions and authorizes construction of Building Type A consisting of wing III comprising of Stilt + 1st floor Stilt Podium + 25 upper floors, Building type A consisting of wing IV comprising of Stilt + 1<sup>st</sup> floor Stilt Podium + 3 Floors, Building type C3, C4, C5 and C6 all consisting of wing A, B and C all comprising of Stilt + 27 upper floors; Building Type D1 comprising of Ground + 3(P) upper floors, Building Type D2 comprising of Ground + 8(P) upper floors, independent and private Assembly Building comprising of Stilt + 5 upper floors by utilizing the permissible FSI of the said property; Building for Ulhasnagar Municipal Corporation comprising of Ground Floor + 4(p) Upper Floors to be surrendered and handed over to the Corporation as per the terms of sanction , Building for Meditation center comprising of Ground + 2 Upper floors; And Commercial Buildings i.e. Commercial Building No-2 comprising of Ground Floor + 3 Upper Floors, Commercial Building No-3 comprising of Ground Floor + 12 Upper Floors and Commercial Building No-4 comprising of Ground floor only.

AND WHEREAS subsequently, the Promoters further revised the plans which was sanctioned by Corporation and also granted further revised Sanction Cum Commencement Certificate bearing No. UMC/TPD/BP/125/13/539 **dated 20/12/2021** which interalia sanctions and authorizes construction of Building Type A consisting of wing III comprising of Stilt + 1st floor Stilt Podium + 25 upper floors, Building type A consisting of wing IV comprising of Stilt + 1<sup>st</sup> floor Stilt Podium + 3 Floors, Building type C3, C4, C5 and C6 all consisting of wing A, B and C all comprising of Stilt + 27 upper floors; Building Type D1 comprising of Ground + 3(P) upper floors, Building Type D2 comprising of Ground + 5 upper floors, Building Type D3 comprising of Ground + 3(P) upper floors, Building Type D4 comprising of Stilt + 1st floor Stilt Podium + 27 upper floors, independent and private Assembly Building comprising of Stilt + 5 upper floors by utilizing the permissible FSI of the said property; Building for Ulhasnagar Municipal Corporation comprising of Ground Floor + 4(p) Upper Floors to be surrendered and handed over to the Corporation as per the terms of sanction , Building for Meditation center comprising of Ground + 3 Upper floors; And Commercial Buildings i.e. Commercial Building No-2 comprising of Ground Floor + 3 Upper Floors, Commercial Building No-3 comprising of Ground Floor + 13 Upper Floors and Commercial Building No-4 comprising of Ground floor only and Commercial Building No-5 comprising of Ground floor + 4 (P) Upper floors in phase wise manner.

AND WHEREAS subsequently, the Promoters further revised the plans which was sanctioned by Corporation and also granted further revised Sanction Cum Commencement Certificate bearing No. UMC/TPD/BP/125/13/392 **dated 11/10/2022** which interalia sanctions and authorizes construction of Building Type A consisting of wing III comprising of Stilt + 1<sup>st</sup> Floor Stilt Podium + 03 upper floors, Building Type A wing IV comprising Stilt + 1<sup>st</sup> Floor Podium + 32 upper floors, Building type Building type C3, consisting of wing A, B and C comprising of Stilt + 27 upper floors; Building type C4 & C5 both consisting of wing A, B and

C comprising of Stilt + 32 upper floors; Building type C6, consisting of wing A, B and C comprising of Stilt + 28 upper floors; Building Type D2 comprising of Ground + 5 upper floors, Building Type D3 comprising of Ground + 3(P) upper floors, Building Type D4 comprising of Stilt + 32 upper floors, Building for Meditation center comprising of Ground + 3 Upper floors; And Commercial Buildings i.e. Commercial Building No-3 comprising of Ground + 13<sup>th</sup> Upper Floors and Commercial Building No-4 comprising of Ground floor only, Commercial Building No-5 comprising of Ground floor + 5 (P) Upper floors and Commercial Building No-6 comprising of Ground floor only, in phase wise manner annexed hereto and marked as “**Annexure – C-1**”.

AND WHEREAS as per the revised Development Plan in force and sanctioned under the provisions of the Maharashtra Regional and Town Planning Act, 1966, and as per the said building permission, some of the reservations depicted in the previous Development Plan has been allowed by the Corporation to be developed as per AR Principle and in pursuance thereof, out of the area of the entire property, a portion aggregating to 75,108.10 sq. meters is reserved for various purposes and as such, the Promoter has developed the Market Building being Reservation Site No.09 and handed over 50% of the developed Reserved portion (2105.50 sq. mtrs comprising of ground + 4(P) floors) on the 40% Plot i.e. portion admeasuring 1684.40 sq. mtrs. Plot out of 4211 sq. mtrs. (And promoter has already executed a Release Deed dated 15/03/2022, registered with the office of Sub-Registrar of Assurances, under Serial No.1092-2022, in favour of the Corporation) thereof as per the terms of sanction. Recreational garden being Reservation No.15 and handover 70% of the developed reserved portion thereof i.e. portion admeasuring 4200 sq. mtrs. out of 6000 sq. mtrs. to the Corporation and avail the 100% DR benefit on both reservations under Accommodation Reservation Policy vide notification dated 02/05/2016 upon the said property aggregating to 1,59,102.90 sq. mtrs. (Hereinafter referred to as ‘the said property’) and shown by hatched lines on the plan annexed hereto and marked as “**Annexure C-1**”.

AND WHEREAS the Promoter has further represented that as per the plans sanctioned from time to time, in **Phase-I**, the Promoter has **commenced and completed construction** of Building type A consisting of 2 Wings i.e. wing I & II comprising of Stilt + 1st floor Stilt Podium + 24 upper floors (i.e. total stilt + 25 upper floors); In **Phase-II** the Promoter has commenced and completed the construction of Building type C1 consisting of 2 wings i.e. wing I & II comprising of Stilt + 1st floor Podium + 24 upper floors (i.e. total Stilt + 25 upper floors) in accordance with the sanctioned plan and has also obtained Building Completion Certificate in respect of Phase I and Phase II from the Corporation vide V.P. No. UMC/TPD/B.P./125/13/12 dated 18/04/2019 subject to the terms and conditions therein mentioned. Further, the Promoter has commenced and completed the construction of **Commercial Building No.1** comprising of Ground floor only and has also obtained Building Completion Certificate from the Corporation in respect of aforesaid building vide V.P. UMC/TPD/B. P./125/13/143 dated 06/09/2019 subject to the terms and conditions therein mentioned.

AND WHEREAS in **Phase- III**, the Promoter has commenced and completed the construction of Building type C2 consisting of 2 wings i.e. wing A & B comprising of Stilt (P) + Society office + 1st floor Podium + 24 upper floors (i.e. total stilt + 25 upper floors) and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 266 dated 24/03/2021 subject to the terms and conditions therein mentioned.



AND WHEREAS, in **Phase-IV**, the Promoter has commenced and completed the construction of **Commercial Building No.2** comprising of Ground Floor + 3 Upper Floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 58 dated 21/05/2021 subject to the terms and conditions therein mentioned and also in same phase the Promoter has commenced and completed the construction of **Commercial Building No-3** comprising of Ground Floor Only and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 352 dated 12/08/2022 subject to the terms and conditions therein mentioned also Promoter has commenced and completed the construction of **Commercial Building No-3** comprising of **first Floor Only** and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/558 dated 03/02/2023 subject to the terms and conditions therein mentioned However, the Promoter in future phase/s intends to construct Commercial Building No-3 comprising of **2<sup>nd</sup> Floor to 13<sup>th</sup> upper floors** in future phases.

AND WHEREAS the Promoter has commenced and completed the part construction of Building type D1 comprising of Ground + 3 (P) upper floors and has also obtained Building part Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B.P./125/13/587 dated 19/01/2022 subject to the terms and conditions therein mentioned and also obtained Occupation certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/393 dated 11/10/2022 subject to the terms and conditions therein mentioned. And promoter also commenced and completed the construction of the **Assembly Building** comprising of Stilt + 5 Upper Floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 343 dated 05/08/2022 subject to the terms and conditions therein mentioned, the Promoter has developed the Market Building being Reservation Site No.09 and handed over 50% of the developed Reserved portion (2105.50 sq. mtrs comprising of ground + 4(P) floors) on the 40% Plot i.e. portion admeasuring 1684.40 sq. mtrs. Plot out of 4211 sq. mtrs. (And promoter has already executed a Release Deed dated 15/03/2022, registered with the office of Sub-Registrar of Assurances, under Serial No.1092-2022, in favour of the Corporation) thereof as per the terms of sanction.

AND WHEREAS in **Phase-V**, the Promoter has commenced and completed the construction of Building Type C3 with wings A, B and C each comprising of Stilt + 27 upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 05 dated 28/04/2023 subject to the terms and conditions therein mentioned.

AND WHEREAS the Promoter has also commenced and completed the construction of Building Type D2 comprising of Ground + 5 upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 06 dated 28/04/2023 subject to the terms and conditions therein mentioned.

**Phase-VI**, the Promoter has commenced the construction of Building Type C6 with wings A, B and C each comprising of Stilt + 28 upper floors, **Phase-VII**, the Promoter has commenced the construction of Building Type D4 comprising of Stilt + 32 upper floors, **Phase-VIII**, the Promoter has commenced the construction of Building Type C4 with wings A, B and C each comprising of Stilt + 32 upper floors The Promoter has also commenced the construction of Building for Meditation center comprising of Ground + 3 Upper floors, Commercial Building No-3 comprising of 1<sup>st</sup> To 13<sup>th</sup> Upper Floors, Commercial Building No-4 comprising of

Ground floor only, Commercial Building No-5 comprising of Ground floor + 5 (P) Upper floors, Commercial Building No-6 comprising of Ground floor only.

Furthermore, the Promoter is entitled to construct Building Type A consisting of wing III comprising of Stilt + 1<sup>st</sup> Floor Stilt Podium + 03 upper floors and wing IV comprising of Stilt + 1<sup>st</sup> Floor Stilt Podium + 32 upper floors; Building type C5 with all Consisting of wings A, B & C each comprising of Stilt + 32 upper floors which is more particularly shown with hatched lines and depicted with the words “Future Expansion” endorsed on the map annexed hereto and marked as **Annexure ‘C-2’** along with other amenities more particularly described in **Annexure “E”** (hereinafter referred to as "REGENCY ANTILIA") on the said property as per the revised sanctioned plan from time to time. However, the Promoter proposes to construct Building Type C7& C8 each upto **40** upper floors upon obtaining permissions and sanctions from the Corporation. Moreover, the Promoter intends to construct Building type C3, C4, C5 & C6 with wings A, B & C as Affordable Housing Society under the name and style of “AVANA” of **REGENCY ANTILIA PROJECT**.

AND WHEREAS by Declaration dated 24/03/2021, the Promoter has handed over to the Corporation, a portion admeasuring 5000 sq. mtrs. out of the said Entire Property which was reserved under Site No.13 being Hospital (Health Centre) reservation upon the terms and conditions therein mentioned. And in lieu of the same, the Corporation has granted to the Promoter, the beneficial FSI to the extent of 205% amounting to 10,250 sq. mtrs. TDR which has been loaded, utilized and consumed upon the said property while submitting the revised plan which has been sanctioned by the Corporation vide V.P. No. UMC/TPD/B.P/125/13/250 dated: 15/03/2021.

AND WHEREAS in pursuance of the above, out of the area of the entire property, the net plot area available for development comprising the said Property aggregates to 159102.90 sq. mtrs. (Hereinafter referred to as ‘the **said Property**’) and more particularly described in the Second Schedule and plan annexed hereto and marked as “**Annexure C-1**”.

AND WHEREAS, the Promoter has clearly brought to the notice and knowledge of the Allottee, that the Promoter in the entire scheme of construction, has commenced the construction in respect thereof in order to provide as aforesaid the enjoyment and facility of an independent and private Assembly building known as “**CLUB 30 /6**” which is constructed by the Promoter by utilizing and consuming **9731.23** sq. mtrs. out of the permissible FSI of the said property and equip the same with latest amenities, facilities and features and the same shall be maintained, owned and managed by the Promoter who shall grant the enjoyment thereof, by providing membership to the said apartment/allottee for such club, and also there are various categories of memberships which are allotted/to be allotted according to phases i.e. **For phase - I Diamond membership, Phase- II, III & VII- Platinum membership, Phase- V, VI & VIII- Gold membership and Public in General - Silver Membership**, upon such terms and conditions as may be deemed fit and proper by the Promoter. It is further represented by the Promoter that the said Club 30/6 shall be maintained, owned and managed by the Promoter. As the owner of the said Club 30/6, the Promoter shall be entitled to permit and admit other than the allottee/s of the premises constructed in the said Regency Antilia Project, who shall be interested to become the member of the said Club 30/6 and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoter for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or

obstruction to the same. Furthermore, the Promoter hereby also represents that the aforementioned "Club 30/6" being a private club, the facility, amenity and membership thereof extended by the Promoter to the Allottee is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such additional amenities offered by the Promoter and in such event of the Allottee declining the enjoyment of such additional facility, amenity and membership of "Club 30/6" covenants that he shall forgo the said facility forever and thenceforth not be entitled to enjoy the facilities and benefits thereof like the other members of "the Club 30/6" nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever (Optional only For 1 BHK Flat). The Allottee as per the discussed terms **has opted Gold Membership** by virtue of this Agreement. Moreover, the additional amenities and facilities that shall be constructed and provided by the Promoter on the NDZ portion more particularly shown by Green colour wash on the map annexed hereto and marked as "**Annexure C-1**" shall also be for the enjoyment and the benefit of the Allottees and/or occupiers of the residential premises only. However, apart from the above mentioned club house named "**CLUB 30 /6**" and the amenities that shall be constructed on the NDZ portion, the Promoter assures to provide other allied infrastructural common amenities, and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the buildings that shall be constructed upon the properties described herein above as per the amenities listed in "**Annexure E-2**" attached to the respective Allotment Agreements/Flat Sale Agreements executed with the respective Allottees with respect to their respective Apartments.

AND WHEREAS the Promoter declares that the above referred permissions and sanctions are valid, subsisting and completely in force.

AND WHEREAS the Allottee has agreed to pay the sale price /consideration in respect of the Flat / Shop / Office / Premises / Unit in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS the Promoter has represented to the Allottee that:

- a) In the eventuality of the Promoter handing over the reserved portions to the Corporation and/or at its own discretion, get the said reserved portion de-reserved and get the user of such de-reserved portions converted into residential / commercial use, the Promoter shall be entitled to utilize and consume additional FSI to the extent of **9,90,000** sq. mtrs. and as such the Promoter shall be entitled to construct additional multi-storied Buildings with multiple wings comprising of Stilt + **40** upper floors i.e. up to the height of **120** mtrs and other amenities as shown to/shall be constructed on the said property being the portion of the property more particularly marked with the words "future expansion" and shown with hatched lines on the plan annexed hereto as "**Annexure C-2**".
- b) Meanwhile, the Promoter has further revised the plans in respect of the said property and submitted the same to the Corporation for its sanction and approval in respect of a Commercial building No.2 being a standalone building consisting of i) Ground floor admeasuring 1,313.57sq. mt. (ii) First floor shopping admeasuring 1,313.57 sq. mt.(iii) Second floor shopping admeasuring 1,313.57 sq. mt. and iv) Third floor shopping admeasuring 1,267.48 sq. mt., aggregating to **5,208.19** sq. mt. (Municipal Built Up Area) (hereinafter referred to as the '**said Commercial Building No. 2**'), on a portion of land admeasuring **4,907** sq. mtrs. out of the said Property, located

at south west of Entire Property and which is more particularly described in the Third Schedule hereunder written and shall herein after referred to as “**the said Plot**” shown by red colour outline on the plan annexed hereto as “**Annexure C-3**”, together with the amenities, facilities and exclusive rights as mentioned hereinafter for the sole and exclusive benefit of one **Avenue Supermarts Limited**, a limited liability company (hereinafter referred to as ‘the said Company’) in order to enable and facilitate the said Company to carry out autonomously, its retail business under the name and style of “**D-Mart**”.

- c) Accordingly, the Promoter has, vide Agreement for Sale dated 16/03/2020, registered with the office of Sub-Registrar of Assurances at Ulhasnagar, under Sr. No.556-2020(hereinafter referred to as ‘**the said Agreement dated 16/03/2020**’) agreed to sell, allot and transfer the said Commercial Building No.2 together with common areas of the said Commercial Building No.2 and facilities appurtenant to the said Commercial Building No.2 to the said Company on ownership basis together with the right to exclusively and solely use, occupy and enjoy the said Plot admeasuring 4907 sq. mtrs. Being located at south west of the entire property at or for the consideration therein mentioned.
- d) The Promoter has, vide the said Agreement dated 16/03/2020, also agreed to provide to the said Company, the facility of constructed boundary wall on three sides around the said Plot thereby providing exclusive use and enjoyment of the said plot and use within the said Plot to the said Company and its assigns only, which includes the benefit of enjoyment of right and benefit of exclusive access for entrance/exit to the said Plot along with the open space in and around the said Commercial Building No. 2 to be used by the said Company as per the duly sanctioned Plans and for the said purpose, the Promoter has agreed to also affix gates on South & West side of the Plot as shown on the Plans annexed hereto as “**Annexure C-3**”..
- e) Over and above and in addition to the said Commercial Building No.2 and for the purpose of the better use and enjoyment thereof, the Promoter has agreed, undertaken and covenanted to grant to the said Company, the permanent perpetual free and limited rights to exclusively and solely use:
  - (i) The open area within the compound/ compound appurtenant to and surrounding the said Commercial Building No. 2 on three sides to be used exclusively by the said Company, its employees, customers, representatives etc. for the access egress and use of the said Commercial Building No.2 and otherwise for loading unloading goods, materials, parking of vehicles etc.,
  - (ii) The road from the South side of the Plot connecting to the 30 Mt.main road to the said Plot for the exclusive use by the said Company, its employees, customers, representatives etc. for the access, egress and use of the said Commercial Building No.2 for all the lawful purposes to pass and re-pass either on foot or with or in motor lorries and carts wagons, trucks, vehicles of all kinds automobile or other carriages laden and/or unladen, etc. as shown by orange colour hatched lines on the plan annexed hereto as “**Annexure C-3**”.

- (iii) The full, free and irrevocable common use by the said Company its officers servants, agents, clients, customers, suppliers and others on 30 Mtr. road abutting the entire **West side, South West** side of the Plot for the access, egress and use of the said Commercial Building No.2 and otherwise, etc., shown by **orange colour** hatched lines on the plan being **“Annexure C-3”** hereto; The details stipulated in foregoing clause No. e)(i) (ii) and (iii) being the present clause are hereinafter referred to as the **‘Access/Open Areas’**. The Promoter has further agreed and undertaken to keep the Access/Open Areas within the said Plot open to sky and un-built upon and also unobstructed.
- (iv) The Promoter has expressly agreed to grant to the said Company, the right to solely, singularly, exclusively and independently use, occupy and enjoy the Terrace above the Third Floor of the said Commercial Building No. 2(hereinafter referred to as the **‘Overhead Terrace Portion’**) including all the exclusive rights of further construction and installation of mobile towers V-Sat Antenna/Solar System or hoardings for advertisements in the said Commercial Building No. 2, the connectivity tower, other instruments, implements and connect pipes, conduits etc. or any such tangible and intangible rights over the top of the terrace area shall remain with the said Company only subject to conveyance as mentioned herein. The Allottee herein hereby consents to the same and agrees not to raise any objection in respect thereof.
- (v) The Promoter does hereby further agree and undertake not to make any further construction or any other structure on the said Plot and shall always keep the same open to the sky.
- (vi) The Promoter has specifically represented to the Allottee and the Allottee is also aware that the said Company shall always be entitled to the uninterrupted, unfettered, unobstructed and exclusive use enjoyment of the Access/Open Areas, Overhead/Terrace Portion the Ramp Areas and the Staircase and Lift Areas, the AC/DG Set Area and the Glow Signs and V-Sat Antenna on the terrace top, which shall hereinafter collectively be referred to as the **‘Appurtenant Areas’**. It is expressly represented by the Promoter that the rights of the said Company to the Appurtenant Areas shall always be coupled with and married to the ownership of the said Commercial Building/Plot. The assignee, transferee, nominee of the said Company in respect of the said **Commercial Building No.2/Plot** shall also be irrevocably entitled to the unfettered and perpetual use and enjoyment of the Appurtenant Areas as aforesaid.
- (vii) The Promoter does hereby expressly and clearly intimate, inform and bring to notice of the Allottee that the said Company shall not be liable to bear pay or contribute any CAM maintenance charges or any other dues, duties, payments, outgoings of any nature to the Promoter or the Federal body of the Occupants of the Apartments constructed on the said Property, as and when formed and the said Company shall be solely responsible for the maintenance and upkeep of the said Commercial Building No.2 and the said Plot at its own cost and expenses.
- (viii) The Promoter further represents that only after execution and registration of conveyance of the said Property which includes the said Plot in favour

of the Federal Body, the said Company shall be entitled to the future additional FSI/FAR and all other future development rights only in proportion to the area of the said Commercial Building to the area of the then said property. The Promoter/Society, as the case may be, shall be entitled to possess, utilize and consume the balance permissible FSI on the Entire/said Property or any other property as per their respective discretion.

- (ix) The Promoter has represented to the Allottee that the independent use of the said Plot and the Appurtenant Areas within it are critical and indispensable for the purposes of the business of the said Company. The Promoter therefore, has agreed and undertaken to grant and provide to the said Company, the exclusive use and right to enjoy the said Plot alongwith the ownership of the said Commercial Building No.2 as well as and all amenities and facilities appurtenant thereto in respect of the said Plot as hereinabove mentioned. The Promoter shall therefore incorporate appropriate provisions/covenants in that behalf in Conveyance/Deed of Declaration/Deed of Apartment that shall be executed by the Promoter hereafter in favour of the Federal Body upon completion of the entire development of the said Entire Property and the same shall always be deemed to be running with the title of the said Entire/property. The Promoter further confirms that upon getting Conveyance of the Entire Property/Property forming part of **REGENCY ANTILIA**, when the Project is complete, in favour of the Federation, the said Company being one of the members of the Organization, shall have undivided share, right, title and interest in the Entire Property proportionate to the construction area of the said Commercial Building and shall also be entitled to exclusive and uninterrupted, unfettered, unobstructed use and right of enjoyment of the said Plot alongwith the ownership of the said Commercial building. The Allottee herein is aware of the same and grants his/her/their consent to the same and further covenants not to raise any objection or claim in respect thereof henceforth.

AND WHEREAS by Order bearing No. Revenue/K-1/T-14/BC No.F1566206155838 **Occupant Class-1/Conversion/ SR-10/2019** dated 03/09/2019, the Collector, Thane converted the occupancy class of the said Entire Property from **class - II to class - I** upon the terms and conditions therein mentioned.

AND WHEREAS the Promoter has shown all the details, drawings, specifications and plans in respect of the entire scheme of construction and clearly brought to the notice and knowledge of the Allottee that the said scheme of construction will be completed in phase wise manner by obtaining renewals, extensions, modifications as well as further expansions and/or new approvals and building permissions as per the rules and regulations prevailing from time to time and in accordance with the rules and regulations of Development Control Rules of the Corporation and that during such course of modification, revisions and/or new approvals the area under the scheme of construction may increase, decrease as well the reservations on the entire property may stand deleted, shifted, modified and / or any other alternate arrangement may be sought with the concerned town planning authorities of the Ulhasnagar Municipal Corporation and accordingly the further course of construction, development, sale and transfer may take place from time to time.

AND WHEREAS in pursuance of the sanctioned plans, orders and permissions, the Promoter is entitled to commence, carry out the construction work of the above

referred buildings on the property more particularly described in the Second Schedule hereunder written.

AND WHEREAS the Promoter further intends to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible FSI to be used and utilized on the said property as may be granted by the Corporation from time to time and further the Promoter has given the clear inspection of the plans and specifications to the Allottee/s herein as regards the existing sanctioned buildings and further proposed buildings along with modifications, revisions and expansions therein to be constructed on the said property and have clearly brought to the notice and knowledge of the Allottee herein that the Promoter intends to construct building type C3, C4, C5 & C6 with wings A, B & C with additional floors by availing permitted increases in floor space index, transferable development rights and other sanctions and approvals from time to time.

AND WHEREAS the Promoter declares that the above referred permissions and sanctions are valid, subsisting and completely in force.

AND WHEREAS the Allottee has agreed to pay the sale price / consideration in respect of the Apartment / Shop / Office / Premises / Unit in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS the Promoter has further clearly brought to the notice and knowledge of the Allottee herein that there are following cases pending in respect of the said property viz.:

- a) Regular Civil Suit No. 55/2010 filed by the Promoter in the Court of civil Judge (Junior Divisions) at Ulhasnagar against Madhukar Hari Deshmukh and others and necessary order dated 18/03/2010 is passed by the Hon'ble Court therein restraining all the defendants from disturbing the possession, ownership and work of the Promoter and further there are no adverse and / or prohibitory orders passed against the Promoter herein in the said suit and others proceedings and the said suit is pending for hearing and final disposal. The Status report in the said Civil Suit is issued by Advocate Shri Ashok N. Advani stating that no prohibitory order is running against the Promoter.
- b) Special Civil Suit No. 376/2010 filed by Shivaji Yashwant Deshmukh and 6 others in the court of Civil Judge (Senior Division) Kalyan at Kalyan for seeking declaration, injunction and possession in respect of Survey Nos. 49/1, 51/6, and 52 and in the said suit, the Hon'ble Judge has rejected / dismissed the injunction application by and under the order dated 20/11/2013 as of date there are no adverse and / or prohibitory orders against the Promoter in the said suit and other proceedings and the said suit is pending for hearing and final disposal; The Status report in the said Civil Suit is issued by Advocate Shri Ashok N. Advani stating that no prohibitory order is running against the Promoter.
- c) RCS No.27/2010 in the Court of civil Judge (Junior Division) Ulhasnagar at Ulhasnagar filed by Shri. Ananta S. Mhatre against the Promoter seeking declaration, injunction in respect of Survey

Nos. 40/1, 40/6, 41/1, 41/3, and 51/4. The Hon'ble Civil Judge by its judgement and order dated 03/10/2022 was pleased to dismiss the said suit .

- d) Writ Petition No. 5578/2008 filed in High Court of Judicature Mumbai by Shri Pandharinath Taware and others and same is pending for hearing and final disposal and further the said Pandharinath Taware has also filed an appeal bearing Appeal No. Appeal / LNA / 199 / 2013. In the said Writ Petition No. 5578 / 2008, the Promoter is neither a Party nor there are any adverse and / or prohibitory orders in the said suit and other proceedings and the same is pending for hearing and final disposal and further in the Appeal / LNA / 199/2013, the Additional Commissioner, Konkan Division has rejected the appeal filed by Shri. Pandharinath Taware by and under order dated 18/07/2014. The Status Report in the said writ petition is issued by Advocate Shri Dushant S. Pagare stating that there is no injunction order, prohibitory or restrictive order passed in the said matter.
- e) and even though the said cases are filed and are pending for hearing and final disposal, there are no stay orders, restrictive orders and / or prohibitory orders as of date, restraining the Promoter to commence, carryout the scheme of construction on the said property and / or to create any third party interest in the scheme of development to be undertaken by them on the said property and thus the Promoter herein is well and sufficiently entitled to sell and dispose off the flats and units in the scheme of development undertaken by them on the said property.

AND WHEREAS by virtue of the above cited agreements, power of attorneys, deeds, sanctions and approvals, the Promoter is entitled to develop the said property and carry out the construction of the proposed buildings in the scheme of construction in phase wise manner on the above said property and construct/develop an exclusive complex thereon to be known as "**REGENCY ANTILIA**" by seeking, revisions, extensions, expansions, modification from time to time as per the provisions of law and to dispose off the residential Flats / Shops / Offices / Premises / Units constructed in the buildings on ownership basis and to enter into agreements with the Allottee and to receive the sale price in respect thereof. Upon such disposal of the Flats / Shops / Offices / Premises / Units, the Promoter is entitled to convey the said property together with the amenities and facilities provided in the said entire property in favour of the Federal Body that shall be formed of all the Co-operative Societies comprised in the REGENCY ANTILIA and to convey the building constructed thereon in favour of the respective Cooperative Housing Society of all those several persons acquiring the respective Flats / Shops / Offices / Premises / Units.

AND WHEREAS the Promoter is in possession of the said property.

AND WHEREAS the Promoter has entered into standard agreement with M/s. Vitan Consultants, Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the said project with the Real Estate and Regulation Authority at Mumbai under No. Phase-I- P51700002735, Phase-II- P51700002911, Phase- III - P51700008116, Phase-IV- P51700023854, Phase-V-



P51700026760, Phase-VI- P51700032759 and Phase-VII- P51700032863 and **Phase-VIII- P51700052485** has provided all the information in the details pertaining to the development of the said Entire Property and the Allottee is aware about the same. The said Buildings to be constructed on the said Property falls under **Phase - VIII.**

AND WHEREAS the Promoter has appointed J. W. Consultants LLP as their R.C.C. Consultant/Structural Engineer for the preparation of the structural design and drawings of the said buildings and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the said buildings;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property and the plans, designs and specifications prepared by the Promoter's Architect, M/s. Vitan Consultants, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules & regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said property on which the said buildings are to be constructed have been annexed hereto and marked as **Annexure "A" and "B"** respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **"Annexure C-1"**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **"Annexure C-2"**.

AND WHEREAS the authenticated copies of plans and specifications of the apartments/premises agreed to be purchased by the Allottee as sanctioned and approved by the local authority have been annexed and marked as **"Annexure D"**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced and completed the construction of the said building/s in accordance with the said sanctioned plans.

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment bearing No. **1007** on the **10 FLOOR** in Building Type “**C-4**” **Wing B** known as (**BERGENIA**) falls under phase no. **VIII of AVANA** (Hereinafter referred to as ‘the said Building’) of REGENCY ANTILIA.

AND WHEREAS the carpet area of the said Apartment under RERA is **58.50** square meter For the purposes of this Agreement (i) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee.

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 conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 809524 (Rs. eight lakh nine thousand five hundred and twenty four only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of the said Apartment to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Allottee, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

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

The Promoter intends to develop buildings namely Type A wing III WING IV, BUILDING TYPE C3 to C8, BUILDING TYPE D1 To D4, Meditation center and various commercial buildings upon the said property in accordance with the sanctioned plan from time to time in phases i.e. In **Phase-I**, the Promoter has commenced and completed the construction of Building type A consisting of 2 Wings i.e. I & II comprising of Stilt + 1st floor Stilt Podium + 24 upper floors (i.e. total Stilt + 25 upper floors); In **Phase-II**, the Promoter has commenced and completed the construction of Building type C1 consisting of two wings i.e. I and II, comprising of Stilt + 1st floor Podium + 24 upper floors (i.e. total Stilt + 25 upper floors) in

accordance with the sanctioned plan and has also obtained Building Completion Certificate in respect of Phase I and Phase II from the Corporation in respect of aforesaid buildings vide V.P. No. UMC/TPD/Const./125/13/12 dated 18/04/2019 subject to the terms and conditions therein mentioned. Further, the Promoter has commenced and completed the construction of **Commercial Building No.1** comprising of Ground floor only and has also obtained Building Completion Certificate from the Corporation in respect of aforesaid building vide V.P. UMC/TPD/B. P./125/13/143 dated 06/09/2019 subject to the terms and conditions therein mentioned. In **Phase-III** the Promoter has commenced and completed construction of Building type C2 consisting of 2 wings i.e. A & B comprising of Stilt (P) + Society office + 1st floor Podium + 24 upper floors (i.e. total stilt + 25 upper floors) and has also obtained Building Completion Certificate from the Corporation vide V.P. UMC/TPD/B. P./125/13/ 266 dated 24/03 /2021 subject to the terms and conditions therein mentioned and in **Phase - IV**, the Promoter has commenced and completed the construction of Commercial Buildings No.2 comprising of Ground floor + 3 upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. UMC/TPD/B. P./125/13/ 58 dated 21/05/2021 subject to the terms and conditions therein mentioned. Further, in Phase IV the Promoter also commenced and completed the construction of the Commercial Buildings No.3 comprising of Ground floor only and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 352 dated 12/08/2022 subject to the terms and conditions therein mentioned. The Promoter intends to construct the Commercial Building No.3 comprising of 1st Floor to 13th Upper Floor in future phases, the Promoter has commenced and completed the part construction of Building type D1 comprising of Ground + 3 (P) upper floors and has also obtained Building part Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B.P./125/13/587 dated 19/01/2022 subject to the terms and conditions therein mentioned Furthermore, the Promoter has commenced and completed the construction of the **Assembly Building** comprising of Stilt +5 Upper Floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 343 dated 05/08/2022 subject to the terms and conditions therein mentioned, the Promoter has developed the Market Building being Reservation Site No.09 and handed over 50% of the developed Reserved portion (2105.50 sq. mtrs comprising of ground + 4(P) floors) on the 40% Plot i.e. portion admeasuring 1684.40 sq. mtrs. Plot out of 4211 sq. mtrs. (And promoter has already executed a Release Deed dated 15/03/2022, registered with the office of Sub-Registrar of Assurances, under Serial No.1092-2022, in favour of the Corporation) thereof as per the terms of sanction. In **Phase-V**, the Promoter has commenced and completed the construction of **Building Type C3** with wings A, B and C each comprising of **Stilt + 27** upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 05 dated 28/04/2023 subject to the terms and conditions therein mentioned, In **Phase-VI**, the Promoter has commenced the construction of Building Type C6 with wings A, B and C each comprising of Stilt + 28 upper floors And In **Phase-VII**, the Promoter has commenced the construction of Building Type D4 comprising of Stilt + 32 upper floors, **Phase-VIII**, the Promoter has commenced the construction of Building Type C4 with wings A, B and C each comprising of Stilt + 32 upper floors and the Promoter has also commenced and completed the construction of **Building Type D2** comprising of **Ground + 5 upper floors** and has also obtained Building Completion Certificate from the Corporation vide V.P. No.

UMC/TPD/B. P./125/13/ 06 dated 28/04/2023 subject to the terms and conditions therein mentioned. The Promoter has also commenced the construction Building Type D3 comprising of Ground + 3(P) upper floors, Building for Mediation Center comprising of Ground + 3 upper Floors, Commercial Building No.04 Comprising of Ground Floor Only, Commercial Building No.05 Comprising of Ground Floor + 5 (P) Upper floors, and Commercial Building No.06 Comprising of Ground Floor only. Further, the Promoter also intends to construct in accordance with the sanctioned plan. Furthermore, the Promoter is entitled to construct Building Type A consisting of wing III comprising of Stilt + 1<sup>st</sup> Floor Stilt Podium + 32 upper floors and wing IV consisting of Stilt + 1<sup>st</sup> Floor Stilt Podium + 32 upper floors; and Building type C5 Consisting of wings A, B & C each comprising of Stilt + 32 upper floors which is more particularly shown with hatched lines and depicted with the words “Future Expansion” endorsed on the map annexed hereto and marked as **Annexure ‘C-2’** along with other amenities more particularly described in **Annexure “E-1”** (hereinafter referred to as "REGENCY ANTILIA") on the said property as per the revised sanctioned plan from time to time. However, the Promoter proposes to construct Building Type C7 & C8 each upto 40 upper floors upon obtaining permissions and sanctions from the Corporation. Moreover, the Promoter intends to construct Building type C3, C4, C5 & C6 with wings A, B & C as Affordable Housing Society under the name and style of “**AVANA**” of **REGENCY ANTILIA PROJECT**.

- (i) The Promoter proposes that in the eventuality of the Promoter handing over the reserved portions to the Corporation and/or at its own discretion, get the said reserved portion de-reserved and get the user of such de-reserved portions converted into residential/ commercial use, the Promoter shall be entitled to utilize and consume additional FSI to the extent of **9,90,000** sq. Mtrs. which shall thenceforth form and be included as the said property which would comprise of **1,59,102.90** sq. mtrs thereafter and as such the Promoter shall be entitled to construct, in phase-wise manner, additional multi-storied Buildings with multiple wings comprising of Stilt + **40** upper floors i.e. up to the height of **120** mtrs. and other amenities as shown to/shall be constructed on the said property being the portion of the property more particularly marked with the words “**future expansion**” and shown with hatched lines on the plan annexed hereto as “**Annexure C-2**”. Moreover, the Promoter is further entitled to beneficial FSI upto the extent of 10,250 sq. mtrs. in lieu of surrender of the portion reserved for Site No.13 being reserved under Hospital (Health Centre) reservation by the Promoter in favour of the Corporation, which has already been loaded and utilized by the Promoter while submitting revised plan which has been sanctioned by the Corporation vide V. P. No. UMC/TPD/BP/125/13/250 dated 15/03/2021. Furthermore, as per the said building permission, some of the reservations depicted in the previous Development Plan has been allowed by the Corporation to be developed as per AR Principle and in pursuance thereof, out of the area of the entire property, a portion aggregating to 75,108.10 sq. meters is reserved for various purposes and as such, the Promoter is entitled to develop Reservation Site No.09 handover 50% of the developed reserved portion on 40% Plot i.e. portion admeasuring 1684.40 sq. mtrs. Plot out of 4211 sq. mtrs Reservation Plot to the Corporation and Recreational garden being Reservation No.15 and handover 70% of the developed reserved portion thereof i.e. portion

admeasuring 4200 sq. mtrs. out of 6000 sq. mtrs. to the Corporation and avail the 100% TDR benefit on both reservations under Accommodation Reservation Policy vide notification dated 02/05/2016 upon benefit upon the said property aggregating to 159102.90 sq. mtrs. (hereinafter referred to as 'the said property') and shown by hatched lines on the plan annexed hereto and marked as "Annexure C-1". The Promoter intends to construct building type C3, C4,C5 & C6 with wings A, B & C with additional floors by availing permitted increases in floor space index, transferable development rights and other sanctions and approvals from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment bearing No. **1007** on the **10** floor in **wing B** known as (**BERGENIA**) in building Type. "C4" (Hereinafter referred to as 'the said Building') of "AVANA" of **REGENCY ANTILIA PROJECT** having carpet area admeasuring **629.69** sq. ft. equivalent to **58.50** sq. meters (hereinafter referred to as "the said Apartment") as shown in the Floor plan thereof hereto annexed and marked "Annexure -D" and more particularly described in **Schedule `A`** hereunder written) for the consideration of **Rs. 8095238 ( Rs. eighty lakh ninety five thousand two hundred and thirty eight only )** together with common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove.

(ii) The Promoter hereby agrees to allot **1(one ) Podium Level - Central Podium Garden** parking space to the allottee, and the same parking space shall be allotted at the time of possession by the promoter as per the availability of the parking spaces.

**2(b)** The Allottee shall be liable to pay the total consideration amount of **Rs. 8095238 ( Rs. eighty lakh ninety five thousand two hundred and thirty eight only )** in the manner as follows:

#### Payment Schedule

Payment Plan	Milestone	Date	% / Amount	Amount
Time Linked	Booking/Earnest Money	29/12/2024	1%	50000
Time Linked	Booking/Earnest Money	13/01/2025	9%	759523
Time Linked	Payable on or before	27/02/2025	75%	6071429
Construction Linked	Completion of Flooring		5%	404762
Construction Linked	Completion of Aluminium Windows		5%	404762
Construction Linked	On Intimation of Possession		5%	404762
<b>Total</b>				<b>8095238</b>

2(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other

similar taxes 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) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

b) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability for non-payment of such TDS.

c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoter shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

d) The consideration mentioned in clause No. 2(b) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

2(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on 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 Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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, which shall only be applicable on subsequent payments.

2(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 (a) of this Agreement.

2(g) The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

3.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over of the said Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment 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 herein above (“**Payment Plan**”).

4. The Promoter hereby declares that the present Floor Space Index available in respect of the said Property as per the D. C. Rules including TDR/Premium/beneficial FSI is 4,47,843.14 square meters only. Moreover, in the eventuality of the Promoter handing over the reserved portions to the Corporation and/or at its own discretion, get the said reserved portion de-reserved and get the user of such de-reserved portions converted into residential/ commercial use, the Promoter shall be entitled to utilize and consume additional FSI to the extent of 5,42,156.84 i.e. aggregately to the extent of **9,90,000.00** square meters upon the said property and as such the Promoter shall be entitled to construct additional multistoried Buildings with multiple wings up to the height of **120** mtrs as shown to/shall be constructed on the said property being the portion of the property more particularly marked with the words “future residential cum commercial expansion/future commercial cum residential expansion” and shown with hatched lines on the plan annexed hereto as “**Annexure C-2**” and which shall subsequently be known as said property. The Promoters have disclosed the Floor Space Index of 3 as proposed to be utilized by him on the said property in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rera (MCLR+2% at present), on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee to the Promoter.

5.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 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, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall, after deducting an amount equal to **10%** of the total consideration payable hereunder, apart from the GST paid on behalf of allottee; refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoter may desire and think fit in its absolute discretion and the Allottee shall have no objection for the same.

5.3 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

5.4 Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoter in the said building and the said Apartment are set out in “**Annexure E-1**” annexed hereto.

7. The Promoter shall give possession of the said Apartment to the Allottee on or before **31.12.2026**. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in the clause 5.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.



Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of :

- (i) War, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project.

8.1 Procedure for taking possession - The Promoter, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be.

8.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupation:

8.3 Failure of Allottee to take Possession of said Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

8.4 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8.5 After receiving possession from the Promoter, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

9. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoter and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall

not be entitled to any right arising out of this Agreement.

10. The Allottee along with other allottee(s) of Apartments in the said building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

11.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.

11.2 The Promoter shall, within three months of registration of the last Society or Limited Company, as aforesaid, cause to be transferred to the Apex Body/Federation of all the Societies of the said property, all their right, title and the interest of the Promoter in the common areas and facilities provided in the said property on which the building with multiple wings or buildings are constructed.

11.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottees share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 1600.00 (1BHK), Rs. 2400.00 (2BHK), Rs. 3000.00 (3BHK)** per month towards the outgoings for the 2 years in advance and shall also pay monthly contribution of **Rs. 800.00 (1BHK), Rs. 1200.00 (2BHK), Rs. 1800.00 (3BHK)** per month towards the infra charges for the 5 years in advance. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the respective society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

12. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) **Rs. 600.00/1100.00** for share money, application entrance fee of the Society or Limited Company.

- (ii) **Rs. 2500.00** for formation and registration of the Society or Limited Company.
  - (iii) **Rs. 5000.00** for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company
  - (iv) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company as mentioned above in clause 11.3.
- 

13. The Allottee shall pay to the Promoter a sum of **Rs. 5000.00** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14. At the time of registration of conveyance or Lease of the structure of the said building or wing of the said building, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said building/property, the Allottee shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the respective societies on such conveyance or lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of Apex Body of all the Societies formed/to be formed on the said property.

#### 15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

(a) The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project/said property;

iii. There are no encumbrances upon the said property or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said property or Project except as stated in clause herein above;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building/wing and common areas;

- vi The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to all the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.
- xii) The Promoter has represented to the Allottee that the Promoter has obtained requisite permissions, orders and sanctions in order to enable it to develop the said property and the Corporation and/or the concerned authorities have issued the same upon the terms and conditions therein mentioned and the same are required to be abided by in order to keep the aforementioned orders, sanctions and permissions valid and subsisting, the list whereof is annexed hereto. The Allottee hereby agrees to abide by the same and shall not act or cause the Promoter to act in breach of such terms and conditions. Some of the main covenants/terms and conditions mentioned in order for grant of the said property dated 22/07/2008 and sale permission 14/10/2009 shall also be binding upon the acquirer of the said property.
- xiii) At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Apex Body;
- xiv) The Allottee /s expressly consent/s and confirms the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said Property and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Allottee, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total

area of the said Flat/ Premises is not reduced.

xv). The Allottee/s agrees and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc. which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events: Any minor additions or alterations. Any addition or alterations to any common areas, amenities, etc. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

xvi) In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the flat/premises in the Building/s, the power and authority of the Organization so formed or that of the Allottee/s and the Allottee /s of other premises in the Building/s shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat/ premises and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flat/premises, if any. In case the Organization is formed before the disposal by the Promoter of all the flats/ premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat/premises and as and when such flat/ premises are sold, the Organisation shall admit such Allottee/s as the member/s without charging any premium/transfer fees or extra payment of any nature whatsoever.

xvii). Till the entire development of the said Property is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

xviii) Brochures, Pamphlets, Literature, Marketing Collaterals, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, Marketing Collaterals and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Allottee/s confirms and consents that the Allottee /s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

(a) The Promoter has informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoter:

a.1) The Promoter intends to develop the said property to be known as **“REGENCY ANTILIA”**;

a.2) As per the revised sanctioned plan, the Promoter is entitled to carry out the development of the said property in a sector wise / phase wise manner as follows:

- (i) as per the revised Development Plan in force and sanctioned under the provisions of the Maharashtra Regional and Town Planning Act, 1966, and as per the said building permission, some of the reservations depicted in the previous Development Plan has been removed and in pursuance thereof, out of the area of the entire property as per the extract of 7/12 is 2,47,700 sq. meters and a portion aggregating to 75,108.10 sq. meters is reserved for various purposes.
- (ii) In pursuance of the Excluded Part more particularly shown on the map annexed hereto as “**Annexure -C-1**” and marked with the word Recreational Ground Reservation site No. 7 & 8, being deleted from reservation and converted into residential zone as described in the Schedule appended to the Notification under Maharashtra Regional and Town Planning Act, 1966, bearing Order No.TPS-1214/1423/P.No.19/17/E.P./New-12 dated 01/03/2019 the Gazette, the Promoter is also entitled to utilize and consume additional FSI in respect of such converted portion.
- (iii) Meanwhile, Unified Development Control and Promotion Regulations has been sanctioned by the state Government under Sec,37(1AA) (c) and Sec.20(4) of the Maharashtra Regional and Town Planning Act, 1966 vide Notification No.TPS-1818/CR-236/18/DP&RP/Sec.37(1AA)(c) & Sec.20(4)/UD-13, dated 02/12/2020 (hereinafter referred to as ‘the said Unified DCR’).
- (iv) The Promoter hereby represents that the Promoter is entitled to consume and utilise upon the said property all the potential FSI as might be permissible under the present as well as the said Unified DCR in order to develop the said property to its optimal level and accordingly, the Promoter is desirous of submitting revised plans therein consuming and utilising all the potential beneficial FSI/TDR as might be permissible upon the said property under the prevailing DCR as well as the said Unified DCR.
- (v) accordingly, the Promoter further revised the plan and submitted the revised plan under the present as well as the said Unified DCR due to which the area and FSI upon calculation has been modified/increased substantially and as such the total balance area available for development comprising the said Property is **1,59,102.90** sq. mtrs. (hereinafter referred to as ‘the **said Property**’) and shown by Red colour boundary line on the plan annexed hereto and marked as “**Annexure C-1**”, and as such the aggregate FSI to the extent of **9,90,000** sq. mtrs. has become available to be utilized on the said property, and the Promoter shall be absolutely entitled to do the same, as the Promoter may deem fit and proper as such the Promoter shall be entitled to construct additional 25 Nos. of multistoried residential cum commercial Buildings with multiple wings **comprising of Stilt + 40 Upper floors i.e.** up to the height of **120** mtrs. and other amenities as shown to be constructed on the said property and also intends to shift and relocate the Recreational Garden being the portion of the property more particularly marked with the words “future

residential cum commercial expansion/future commercial cum residential expansion” in further phases/stages as shown with hatched lines on the plan annexed hereto as “**Annexure C -2**”.

- (vi) As per the revised sanctioned plan, the Promoter is entitled to carry out the development of the said property in a sector wise or phase wise manner in the following manner:
- a) In **Phase-I** - the Promoter has commenced and completed construction of Building type A consisting 2 Wings i.e. I & II comprising of Ground + Stilt + 1st floor Stilt Podium + 24 upper floors (i.e. total stilt + 25 upper floors) and
  - b) In **Phase-II**- Promoter has commenced and completed construction of Building type C1 consisting of 2 wings i.e. I and II, comprising of Stilt + 1st floor Podium + 24 upper floors (i.e. total stilt + 25 upper floors) in accordance with the sanctioned Plan. The Promoter has already completed the said Phase-I and Phase-II and has also obtained Building Completion Certificate from the Corporation in respect of all the aforesaid buildings vide V.P. No. UMC/TPD/Const./125/13/12 dated 18/04/2019 subject to the terms and conditions therein mentioned.
  - c) Further the Promoter has commenced and completed the construction of **Commercial Building No.1** comprising of **Ground floor only** and has also obtained Building Completion Certificate from the Corporation in respect of aforesaid buildings vide V.P. UMC/TPD/B. P./125/13/143 dated 06/09/2019 subject to the terms and conditions therein mentioned.
  - d) In **Phase-III** the Promoter has commenced and completed the B construction of Building type C2 consisting of 2 wings i.e. A & B comprising of Stilt (P) + Society office + 1st floor Podium + 24 upper floors and has also obtained Building Completion Certificate from the Corporation in respect thereof vide V.P. No. UMC/TPD/B.P./125/13/ 266 dated 24/03/2021 subject to the terms and conditions therein mentioned.
  - e) in **Phase-IV**, the Promoter has commenced and completed the construction of **Commercial Building No.2** comprising of Ground Floor + 3 Upper Floors and has also obtained Building Completion Certificate from the Corporation in respect thereof vide V.P. No. UMC/TPD/B.P./125/13/ 58 dated 21/05/2021 subject to the terms and conditions therein mentioned.  
**In same Phase (IV)** the Promoter has commenced and completed the construction of **Commercial Building No-3** comprising of Ground Floor Only and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/352 dated 12/08/2022 subject to the terms and conditions therein mentioned. However, also Promoter has commenced and completed the construction of **Commercial Building No-3** comprising of **first Floor Only** and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/558 dated 03/02/2023 subject to the terms and conditions therein mentioned. However, the Promoter in future phase/s intends to construct **Commercial Building No-3** comprising of **2<sup>nd</sup> Floor to 13<sup>th</sup> upper floors** in future phases, also the Promoter has commenced and completed the part construction of Building type D1 comprising of Ground + 3 (P) upper floors and has also obtained

Building part Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B.P./125/13/587 dated 19/01/2022 subject to the terms and conditions therein mentioned, and also obtained Occupation certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/393 dated 11/10/2022 subject to the terms and conditions therein mentioned Furthermore, the Promoter has also commenced and completed the construction of the **Assembly Building** comprising of Stilt +5 Upper Floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 343 dated 05/08/2022 subject to the terms and conditions therein mentioned, the Promoter has developed the Market Building being Reservation Site No.09 and handed over 50% of the developed Reserved portion (2105.50 sq. mtrs comprising of ground + 4(P) floors) on the 40% Plot i.e. portion admeasuring 1684.40 sq. mtrs. Plot out of 4211 sq. mtrs. (And promoter has already executed a Release Deed dated 15/03/2022, registered with the office of Sub-Registrar of Assurances, under Serial No.1092-2022, in favour of the Corporation) thereof as per the terms of sanction.

- f) In **Phase-V**, the Promoter has commenced and completed the construction of Building Type C3 with wings A, B and C each comprising of Stilt + 27 upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 05 dated 28/04/2023 subject to the terms and conditions therein mentioned.
- g) And In **Phase-VI**, the Promoter has commenced the construction of Building Type C6 with wings A, B and C each comprising of Stilt + 28 upper floors.
- h) And In **Phase-VII**, the Promoter has commenced the construction of Building Type D4 comprising of Stilt + 32 upper floors.
- i) **Phase-VIII**, the Promoter has commenced the construction of Building Type C4 with wings A, B and C each comprising of Stilt + 32 upper floors.

The Promoter has also commenced and completed the construction of Building Type D2 comprising of Ground + 5 upper floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 06 dated 28/04/2023 subject to the terms and conditions therein mentioned.

The Promoter has also commenced the construction of Building Type D3 Comprising of Ground + 3<sup>th</sup> (P) Upper Floors, Building for Mediation Center comprising of Ground + 3 upper Floors  
Floors, Commercial building No.04 comprising of Ground Floor Only, and Commercial building No.05 comprising of Ground Floor + 5(P)Only and Commercial building No.06 comprising of Ground Floor Only.

- i) Furthermore, the Promoter is entitled to construct Building Type A consisting of wing III comprising of Stilt + 1<sup>st</sup> Floor Stilt Podium + 32 upper floors and wing IV consisting of Stilt + 1<sup>st</sup> Floor Stilt Podium + 32 upper floors; Building type C5 consisting of wings A, B & C each comprising of Stilt + 32 upper floors and Building type C6 consisting of wings A, B & C each comprising of Stilt + 28 upper floors which is more particularly shown with hatched lines and depicted with the words “Future Expansion” endorsed on the map annexed hereto and marked as



**Annexure ‘C-2’** along with other amenities more particularly described in **Annexure “E-1”** (hereinafter referred to as "REGENCY ANTILIA") on the said property as per the revised sanctioned plan from time to time. However, the Promoter proposes to further construct Building Type C7 & C8 each upto **40** upper floors upon obtaining permissions and sanctions from the Corporation. Moreover, the Promoter intends to construct Building type C3, C4, C5 & C6 with wings A, B & C as Affordable Housing Society under the name and style of “**AVANA**” of **REGENCY ANTILIA PROJECT**. The Promoter has clearly brought to the notice and knowledge of the Allottee herein that the Promoter intends to construct Building type C3, C4, C5 & C6 with wings A, B & C with additional floors by availing permitted increases in floor space index, transferable development rights and other sanctions and approvals from time to time.

- (vii) The Promoter has represented to the Allottee that in the eventuality of the Promoter handing over the reserved portions to the Corporation and/or at its own discretion, get the said reserved portion de-reserved and get the user of such de-reserved portions converted into residential/ commercial use, the Promoter shall be entitled to utilize and consume additional FSI to the extent of 9,90,000 sq. mtrs. and as such the Promoter shall be entitled to construct additional multi-storied Buildings with multiple wings comprising of Stilt + **40** upper floors i.e up to the height of 120 mtrs. alongwith Assembly building comprising of Stilt + 5 upper floors and other amenities as shown to/shall be constructed on the said property being the portion of the property more particularly marked with the words “future residential cum commercial expansion/future commercial cum residential expansion” and shown with hatched lines on the plan annexed hereto as “**Annexure C –2**”.

a.3) the Promoter in the entire scheme of construction, has commenced and completed the construction of the **Assembly Building** Stilt +5 Upper Floors and has also obtained Building Completion Certificate from the Corporation vide V.P. No. UMC/TPD/B. P./125/13/ 343 dated 05/08/2022 subject to the terms and conditions therein mentioned in respect thereof in order to provide as aforesaid, the enjoyment and facility of an independent and private Assembly building to be known as “**CLUB 30 /6**” which is constructed by the Promoter by utilizing and consuming 9731.23 sq. ft. /sq. mtrs. out of the permissible FSI of the said property and equip the same with latest amenities, facilities and features and the same shall be maintained, owned and managed by the Promoter who shall grant the enjoyment thereof, by providing membership to the said apartment/allottee for such club, and also there are various categories of memberships which are allotted/to be allotted according to phases i.e. **For phase - I Diamond membership, Phase- II, III & VII- Platinum membership, Phase- V, VI & VIII - Gold membership and for Public in General – Silver Membership** upon such terms and conditions as may be deemed fit and proper by the Promoter. It is further represented by the Promoter that the said Club 30/6 shall be maintained, owned and managed by the Promoter. As the owner of the said Club 30/6, the Promoter shall be entitled to permit and admit other than the allottee/s of the premises constructed in the said Regency Antilia Project, who shall be interested to become the member of the said Club 30/6 and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoter for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or obstruction to the same and agrees and assures the

Promoter that such above covenant shall always remain binding upon him/her. Furthermore, the Promoter hereby also represents that the aforementioned "Club 30/6" being a private club, the facility, amenity and membership thereof extended by the Promoter to the Allottee of the said property is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such additional amenities offered by the Promoter and in such event of the Allottee declining the enjoyment of such additional facility, amenity and membership of "Club 30/6" covenants that he shall forgo the said facility forever and thenceforth not be entitled to the enjoy the facilities and benefits thereof like the other members of "the Club 30/6" nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever (Optional only For 1 BHK Flat). The Allottee as per the discussed terms **has opted Gold Membership** by virtue of this Agreement. Moreover, the additional amenities and facilities that shall be constructed and provided by the Promoter on the NDZ portion more particularly shown by Green colour boundary line on the map annexed hereto and marked as "**Annexure -C-2**" shall also be for the enjoyment and the benefit of the Allottees and/or occupiers of the residential premises only. However, apart from the above mentioned club house named "CLUB 30 /6" and the amenities that shall be constructed on the NDZ portion, the Promoter assures to provide other allied infrastructural common amenities, facilities and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the residential buildings that shall be constructed on the properties described hereinabove as per the amenities listed in "**Annexure E-2**" attached to the respective Allotment Agreements/Flat Sale Agreements executed with the respective Allottees with respect to their respective Apartments.

a.4) Each Apartment Allottee of the said building alongwith the Allottees of premises in other residential buildings only of Regency Antilia Project as well as any other interested proposed member residing in any other buildings i.e. public in general, interested in becoming the member of the said Club House, shall have right to become the member thereof to use and enjoy the facility and amenities provided by the said Club House subject to the terms & conditions that may be imposed by the Promoter.

a.5) The Allottee shall be entitled to enter into the club house, however he shall only be entitled to use the facilities provided therein only upon paying the necessary charges that shall be fixed by the Promoter and/or the agency to be appointed for running the same.

a.6) The Promoter has, vide Agreement for Sale dated 16/03/2020, registered with the office of Sub-Registrar of Assurances at Ulhasnagar, under Sr. No.556/2020 (hereinafter referred to as 'the said Agreement dated 16/03/2020) agreed to sell, allot and transfer the said Commercial building No.2 together with common areas of the said Commercial Building No.2 and facilities appurtenant to the said Commercial Building No.2 to the said Company on ownership basis together with the right to exclusively and solely use, occupy and enjoy the said Plot admeasuring **4907**sq. mtrs. being located at south west of the entire property at or for the consideration therein mentioned.

a.7) The Promoter has, vide the said Agreement dated 16/03/2020, also agreed to provide to the said Company, the facility of constructed boundary wall on three sides around the said Plot thereby providing exclusive use and enjoyment of the said plot and use within the said Plot to the said Company and its assigns only, which includes the benefit of enjoyment of right and benefit of exclusive access for entrance/exit to the said Plot along with the open space in and around the said Commercial Building No. 2 to be used by the said Company as per the duly

sanctioned Plans and for the said purpose, the Promoter has agreed to also affix gates on South & West side of the Plot as shown on the Plans annexed hereto as **Annexure "C-3"**.

a.8) Over and above and in addition to the said Commercial Building No.2 and for the purpose of the better use and enjoyment thereof, the Promoter has agreed, undertaken and covenanted to grant to the said Company, the permanent perpetual free and limited rights to exclusively and solely use:

i)The open area within the compound/compound appurtenant to and surrounding the said Commercial Building No. 2 on three sides to be used exclusively by the said Company, its employees, customers, representatives etc. for the access egress and use of the said Commercial Building No.2 and otherwise for loading unloading goods materials, parking of vehicles etc.

ii)The road from the South side of the said Plot connecting to the **30 Mt.** main road to the said Plot for the exclusive use by the said Company, its employees, customers, representatives etc. for the access, egress and use of the said Commercial Building No.2 for all the lawful purposes to pass and re-pass either on foot or with or in motor lorries and carts wagons, trucks, vehicles of all kinds automobile or other carriages laden and/or unladen, etc. as shown by orange colour on the plan annexed hereto as **Annexure `C-3**;

iii) The full, free and irrevocable common use by the said Company its officers servants, agents, clients, customers, suppliers and others on 30 Mtr. road abutting the entire **West side, South West side** of the said Plot for the access, egress and use of the said Commercial Building No.2 and otherwise, etc., shown by **orange colour hatched lines** on the plan being "**Annexure C-3**" hereto; The details stipulated in foregoing clause No.a.8i) to iii) being the present clause are hereinafter referred to as the '**Access/Open Areas**'. The Promoter has further agreed and undertaken to keep the Access/Open Areas within the said Plot open to sky and un-built upon and also unobstructed.

a.9) The Promoter has expressly agreed to grant to the said Company, the right to solely, singularly, exclusively and independently use, occupy and enjoy the Terrace above the Third Floor of the said Commercial Building No. 2 (hereinafter referred to as the '**Overhead Terrace Portion**') including all the exclusive rights of further construction and installation of mobile towers V-Sat Antenna/Solar System or hoardings for advertisements in the said Commercial Building No. 2, the connectivity tower, other instruments, implements and connect pipes, conduits etc. or any such tangible and intangible rights over the top of the terrace area shall remain with the said Company only subject to conveyance as mentioned herein. The Allottee herein hereby consents to the same and agrees not to raise any objection in respect thereof.

a.10) The Promoter does hereby further agree and undertake not to make any further construction or any other structure on the said Plot and shall always keep the same open to the sky.

a.11) The Promoter has specifically represented to the Allottee and the Allottee is also aware that the said Company shall always be entitled to the uninterrupted, unfettered, unobstructed and exclusive use enjoyment of the Access/Open Areas, Overhead/Terrace Portion the Ramp Areas and the Staircase and Lift Areas, the AC/DG Set Area and the Glow Signs and V-Sat Antenna on the terrace top, which shall hereinafter collectively be referred to as the '**Appurtenant Areas**'. It is expressly represented by the Promoter that the rights of the said Company to the Appurtenant Areas shall always be coupled with and married to the ownership of the

said Commercial Building/Plot. The assignee, transferee, nominee of the said Company in respect of the said Commercial Building No.2/Plot shall also be irrevocably entitled to the unfettered and perpetual use and enjoyment of the Appurtenant Areas as aforesaid.

a.12) The Promoter does hereby expressly and clearly intimate, inform and bring to notice of the Allottee that the said Company shall not be liable to bear pay or contribute any CAM maintenance charges or any other dues, duties, payments, outgoings of any nature to the Promoter or the Federal body as and when formed and the said Company shall be solely responsible for the maintenance and upkeep of the said Commercial Building No.2 and the said Plot at its own cost and expenses.

a.13) The Promoter further represents that only after execution and registration of conveyance of the said Property which includes the said Plot in favour of the Federal Body, the said Company shall be entitled to the future additional FSI/FAR and all other future development rights only in proportion to the area of the said Commercial Building to the area of the then said property. The Promoter/Society, as the case may be, shall be entitled to possess, utilize and consume the balance permissible FSI on the Entire/said Property or any other property as per their respective discretion.

a.14) The Promoter has represented to the Allottee that the independent use of the said Plot and the Appurtenant Areas within it are critical and indispensable for the purposes of the business of the said Company. The Promoter therefore, has agreed and undertaken to grant and provide to the said Company, the exclusive use and right to enjoy the said Plot alongwith the ownership of the said Commercial Building No. 2 as well as and all amenities and facilities appurtenant thereto in respect of the said Plot as hereinabove mentioned. The Promoter shall therefore incorporate appropriate provisions/covenants in that behalf in Conveyance/Deed of Declaration/Deed of Apartment that shall be executed by the Promoter hereafter in favour of the Federal Body upon completion of the entire development of the said Entire Property and the same shall always be deemed to be running with the title of the said Entire/property. The Promoter further confirms that upon getting Conveyance of the Entire Property/Property forming part of REGENCY ANTILIA, when the Project is complete, in favour of the Federation, the said Company being one of the members of the Organization, shall have undivided share, right, title and interest in the Entire Property proportionate to the construction area of the said Commercial Building and shall also be entitled to exclusive and uninterrupted, unfettered, unobstructed use and right of enjoyment of the said Plot alongwith the ownership of the said Commercial building. The Allottee herein is aware of the same and grants his consent to the same and further covenants not to raise any objection or claim in respect thereof henceforth.

a.15) As depicted in the layout (as per sanction plan) of the said entire property, out of the total area of 2,47,700 sq. mtrs. of the said entire property, the portion admeasuring 23,700 sq. meters falls under No Development Zone(hereinafter referred to as 'the said Plot') and accordingly an area admeasuring 2,24,000 sq. meters came to be considered for sanction and approval and out of such area, an area admeasuring 40900 sq. meters is affected by 30 meter, 24 meter, 18 meter wide road and set back whereof the Promoter has/intends to avail and utilize upon the said entire property, an area admeasuring 6097.74 sq. meters is affected by Reservation Site No. 6, and 15 partly, an area admeasuring 4211 sq. meters is affected by Reservation Site No.9, an area admeasuring 3700 sq. meters is affected by Reservation Site No. 10 partly, an area admeasuring 435 sq. meters is affected by Reservation Site No. 11 partly, an area admeasuring 2615 sq. meters is affected

by Reservation Site No. 12 partly, an area admeasuring 5000 sq. meters is affected by Reservation Site No. 13 which the Promoter has already handed over to the Corporation and with respect to which the Promoter has already executed a Declaration dated 24/03/2021, registered with the office of Sub-Registrar of Assurances, under Serial No.1078, in favour of the Corporation and as such the Promoter is entitled DR to the extent of 10,250 which the Promoter has utilized and consumed on the said property, an area admeasuring 479 sq. meters is affected by Reservation Site No. 14, an area admeasuring 8000 sq. meters is affected by Reservation Site No. 16, an area admeasuring 3670.36 sq. meters is affected by Reservation Site No. 17, thus aggregating to 75,108.10 sq. mtrs. And hence the balance area available for development is 1,59,102.90 sq. meters together with the benefit of 4211 sq. meters and 6000 Sq. Mtrs. of accommodation policy towards Reservation Site No.9 and Reservation Site No.15 [as mentioned in sanctioned plans ] and after deducting the aforesaid reservations, the Corporation have accorded the permission for construction of buildings on the land admeasuring 1,59,102.90 sq. meters together with the beneficiary FSI of the some of the reserved portions handed over/ to be handed over to the Corporation being /to be consumed upon the said property (after including 215% FSI of reservation site No.16 i.e. 17200, Reservation Site No. 17 i.e. 7891.27 and 205% of road set back area i.e. 83845.00 sq. Mtrs and 205% Reservation Site No.13 of Health Centre area i.e. 10,250.00 sq. Mtrs., additional floor space as per the Govt. Notification vide TPS-1813/3067/CR -122/12 / M CORP/KOKAN DIV./ UD-13 Dated 29/01/2016; as well as under the Accommodation policy bearing No.TPS:1813/3067/CR-492/13 M CORP/12/UD-13 dated 02/05/2016 towards Market Reservation site No. 09 out of which the Promoter has handed over 40% Plot Area to UMC i.e. 1684 sq. meters along with 50% construction area of the total reserved site i.e. 2105.50 (Promoter has already executed a release deed dated 15/03/2022, registered with the office of Sub-Registrar of Assurances, under Serial No.1092-2022, in favour of the Corporation) and the Promoter shall be entitled to the balance 2527 Sq. Meters) and Recreation Ground Reservation site No. 15 out of which the Promoter is liable to hand over 70% Plot Area to UMC i.e. 4200 sq. meters and the Promoter shall be entitled to the balance 1800 Sq. Meters )as mentioned in proforma of sanctioned plan.

a.16) By Order bearing No. Revenue/K-1/T-14/BC No.F1566206155838 Occupant Class-1/Conversion/ SR-10/2019 dated 03/09/2019, the Collector, Thane converted the occupancy class of the said Entire Property from **class - II to class - I** upon the terms and conditions therein mentioned.

b) the Promoter shall be at liberty and be entitled to amend the layout plan of the said property as may be required by the Promoter at its sole discretion but subject to not to make any changes in the buildings Type A and C.

c) the additional/extra/beneficial Floor Space Index that may become available to the Promoter, for any reason whatsoever or in pursuance of change in DC Rules and Regulations, in respect of de-reserving of the said reserved portions, RG area that may be converted into residential area and unutilized and unconsumed FSI in respect of the portions already been handed over to the Corporation by whatever name or form is increased in respect of the said Property, then in such event, the Promoter shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

d) The Promoter is negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoter shall at its option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees;

e) The Promoter, at its option, shall be entitled to permit the Allottees of the Apartments in their other adjoining properties to be/being constructed by the Promoter and any other private person to use & enjoy the facilities of the said Club House and in such an event, such Apartment Allottees shall also be entitled to use the said Club House along with the Apartment Allottees of the said property;

f) The Promoter has informed the Allottee and the Allottee hereby confirms and acknowledges that the Project Property is being developed by the Promoter in a segment-wise / phase-wise manner to be determined by the Promoter in its absolute discretion from time to time. The Allottee further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the Layout plan except for the current Phase in such manner as the Promoter may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities, or may undertake any of the aforesaid phase if required by the concerned authorities.

g) The Promoter is having a Total scheme of Development to be implemented on the said layout plot. The Commencement of construction, completion/possession etc of the buildings to be constructed on the said property will be spread over couple of years. The Allottee declares and confirms that he is aware that the building in which the said Apartment is located is an inter connected building alongwith the said buildings and the buildings to be developed by the Promoter has nothing to do with the ground area below the building and the FSI utilized in the building in which the said Apartment is located and the ground area is not in proportion to each other and the Allottee shall not be allowed to claim any further FSI or other right to the area other than the said Apartment. The Promoter has reserved unto itself right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the all societies of the project. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

h) The Promoter is entitled to utilize any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoter shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organization and execution of Conveyance in its favour;

i) The Promoter has informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power Supply Company etc. on the Project Property. The Promoter has further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the said Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

- j) Further, the Allottee has been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Property on which it is being constructed in proportion to the total area of the said Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for each of the Building(s) being constructed on the Project Property as it thinks fit and the Allottees of the apartment(s)/ flat(s)/ premises/ units in such Building(s) (including the Allottee) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the Building(s) or the Project
- k) there are few cases pending in respect of the said property viz.:
- a) Regular Civil Suit No. 55/2010 filed by the Promoter in the Court of civil Judge (Junior Divisions) at Ulhasnagar against Madhukar Hari Deshmukh and others and necessary order dated 18/03/2010 is passed by the Hon'ble Court therein restraining all the defendants from disturbing the possession, ownership and work of the Promoter and further there are no adverse and / or prohibitory orders passed against the Promoter herein in the said suit and others proceedings and the said suit is pending for hearing and final disposal. The Status report in the said Civil Suit is issued by Advocate Shri Ashok N. Advani stating that no prohibitory order is running against the Promoter.
  - b) Special Civil Suit No. 376/2010 filed by Shivaji Yashwant Deshmukh and 6 others in the court of Civil Judge (Senior Division) Kalyan at Kalyan for seeking declaration, injunction and possession in respect of Survey Nos. 49/1, 51/6, and 52 and in the said suit, the Hon'ble Judge has rejected / dismissed the injunction application by and under the order dated 20/11/2013 as of date there are no adverse and / or prohibitory orders against the Promoter in the said suit and other proceedings and the said suit is pending for hearing and final disposal; The Status report in the said Civil Suit is issued by Advocate Shri Ashok N. Advani stating that no prohibitory order is running against the Promoter
  - c) RCS No.27/2010 in the Court of civil Judge (Junior Division) Ulhasnagar at Ulhasnagar filed by Shri. Ananta S. Mhatre against the Promoter seeking declaration, injunction in respect of Survey Nos. 40/1, 40/6, 41/1, 41/3, and 51/4. The Hon'ble Civil Judge by its judgement and order dated 03/10/2022 was pleased to dismiss the said suit .
  - d) Writ Petition No. 5578/2008 filed in High Court of Judicature Mumbai by Shri Pandharinath Taware and others and same is pending for hearing and final disposal and further the said Pandharinath Taware has also filed an appeal bearing Appeal No. Appeal / LNA / 199 / 2013. In the said Writ Petition No. 5578 / 2008, the Promoter is neither a Party nor there are any adverse and / or prohibitory orders in the said suit and other proceedings and the same is pending for hearing and final disposal and further in the Appeal / LNA / 199/2013, the Additional Commissioner, Konkan Division has rejected the appeal filed by Shri. Pandharinath Taware by and under order dated 18/07/2014. The

Status Report in the said writ petition is issued by Advocate Shri Dushant S. Pagare stating that there is no injunction order, prohibitory or restrictive order passed in the said matter.

and even though the said cases are filed and are pending for hearing and final disposal, as of date, there are no stay orders, restrictive orders and / or prohibitory orders restraining the Promoter to commence, carryout the scheme of construction on the said property and / or to create any third party interest in the scheme of development to be undertaken by them on the said property and thus the Promoter herein is well and sufficiently entitled to sell and dispose off the flats and units in the scheme of development undertaken by it on the said property.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoter has agreed to sell the said Apartment to the Allottee.

16. The Allottee/s himself/themselves with intention to bring all persons into whosoever is hands the said Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottees own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand made by the Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and prior written consent is obtained from the Promoter and/or the Society of the building in which the said Apartment is situated.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes,

expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited Company, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the said property on which the building in which said Apartment is situated is executed jointly and proportionately in favour of all the Societies or any other organization that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering drying balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoter, due to which any financial loss and/or legal action is initiated against the Promoter then Promoter shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/Society and the Allottee/Society is liable to make good those losses/damages occurred to the Promoter.
- xiv. If any damage is done in the common areas while bringing the material by the Allottee for his premises then in that case, the Promoter shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.
- xv. The Allottee hereby admits, records & confirms that he is duly acquainted himself with the contents of the hereinbefore stated the Order No. Govt. of Mah./off.-2/Land-2/CR-406/2009 dated 14/10/2009, the Divisional Commissioner, Konkan Division, Navi Mumbai towards sale of said property for non-agricultural purpose & Order bearing No. Revenue/K-1/T-14/NAP/ SR- (217/09) 151/10 dated 22/11/2010 relating to use of the said property for residential and commercial purpose as well as Order bearing No. Revenue/K-1/T-14/BC No.F1566206155838 Occupant Class-1/Conversion/ SR-10/2019 dated 03/09/2019, relating to conversion of the occupancy class of the said Entire Property from class - II to class -I and the Allottee shall from time to time and at all times hereafter abide, observe, perform, carry out & comply with all the said terms & conditions stated in the said hereinabove stated orders, permissions,

etc., and shall not do any act of commit any breach or delay or default which may prejudice or adversely affect the said orders, permissions, etc. acquainting with the contents & provisions of the hereinbefore stated orders, permissions, etc., and also all the provisions of the RERA act or any other prevailing Act from time to time and the rules made thereunder and the ULC Act and the rules made thereunder.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Federal Body or other body and until the said property is transferred jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.

The portion's shown by Red coloured boundary line on the plan thereof hereto annexed and marked as **Annexure 'C-1'** is presently being developed by the Promoter in accordance with the plans sanctioned by the Corporation. The reserved portion out of the said entire property being retained by the Promoter with itself is shown on the plan thereof hereto annexed and marked as "**Annexure C-2**" by green colour wash which shall be dealt with by the Promoter alone after carrying out requisite steps in respect thereof. The part of the said Plot has been reserved by the Corporation as NO DEVELOPMENT ZONE which has been developed by the Promoter as per the norms of the DC Regulations and the Promoter hereby shall, at its discretion, be entitled to grant to the Allottees of the residential premises that shall be constructed on the said property, the benefit and enjoyment of the amenities and facilities that have been developed by the Promoter upon the said NDZ plot at free of cost or upon fees charged by the Promoter in respect thereto and maintained by the society.

It is further represented by the Promoter that in the eventuality of the Promoter, upon completion of the entire development of the entire said Property, the said new Society intends to acquire the said amenities and/or facilities that have been developed by the Promoter upon the said NDZ Plot unto the use and benefit of the said new residential Society with or without the right, title, interest and claim of the Promoter in the said NDZ Plot, the said new residential Society and/or the members of the said new residential Society shall be liable to incur and pay all the cost and expenses that shall be required to be paid to the Government in respect of such document and all other documents incidental thereto.

19. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intervention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities

of any instance of violation of Money Laundering Regulations, then the Promoter shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

## 20. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

20.1 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person (“project management agency”) to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Allottees proportionate share of the outgoings as provided under this agreement). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.

20.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the project management agency, including without limitation, payment of the Allottees share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

20.3 The Allottees further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoter/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoter/Facility Management Company and other Allottees of premises in this regard.

20.4 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building(s) and/or common areas, amenities and facilities thereto.

## 21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

21.1 After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

21.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/Employer by offering as security the said Flat allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoter. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoter/the Society, as the case may be. On financial institution agreeing to the above, the Promoter shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

## **22. It is clearly understood and agreed by the Parties that –**

22.1 The Promoter reserves to itself the unfettered 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 Project Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users of apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company/Apex Body.

22.2 Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/premises in the Building(s) to be constructed on the Project Property. The Allottee hereby expressly consents to the same.

22.3 The Allottee/s shall not sell, mortgage, transfer, and assign the said apartment to him/her/them without obtaining No-Objection from the promoter until the execution of the transfer/assignment in favour of the said apex body.

23. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of booking by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its booking by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of expiry of above term by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

25. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project/said property.

29. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ulhasnagar.

31. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

32. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottees :

**1a. (I) Name of Purchaser: Vandana Gopal Moorjani,  
(II) Aadhaar: 5592 0990 2431 (III) PAN: AANPV7745E**

**Residing / having address at, 1601, Daffodil, Neelkanth Garden, Opp. Jain Temple, Govandi East, Mumbai, Maharashtra – 400088.**

**Notified Email ID: moorjaniv2@gmail.com, [hareshprint@gmail.com](mailto:hareshprint@gmail.com)  
Mobile Number: +919930641437.**

**M/s. REGENCY NIRMAN LIMITED,  
Regency House, Opp. Vishnu Darshan, Ulhasnagar – 421 002.  
Notified Email ID: crm@regencyavana.com**

33. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

34. The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees /assignees.

35. The Promoter shall have the right to designate any space in the said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said property. The Promoter shall also be entitled to designate any space in the said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said property and the buildings constructed thereon.

36. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be consider as properly served on all the Allottees.

**37. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be Paid by the Regency.**

38. Dispute Resolution: - Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai High courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.



**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

All THOSE pieces and parcels of land lying, being and situate at village Ulhasnagar (Mharal), Taluka Ulhasnagar, District Thane bearing CTS No.279/1, 279/2, 279/3, 279/4, 279/5 and 279/6 within the limits of the Ulhasnagar Municipal Corporation bearing:

Sr. No	Survey No.	Hissa No.	Cultivated Area		Total Area	Aakar Rs. – Pc.
			(Area H- R- P)	Potkharaba		
1	40	1	1-44-0	0-15-0	1-59-0	3-12
2	40	2	0-10-0		0-10-0	0-19
3	40	3	0-58-0	0-06-0	0-64-0	1-19
4	40	4	0-05-0		0-05-0	0-17
5	40	5	0-06-0		0-06-0	0-22
6	40	6	0-31-0	0-02-0	0-33-0	0-78
7	40	7 P	0-10-0	0-00-5	0-10-5	0-19
8	41	1	0-56-8		0-56-8	12-57
9	41	2 P	0-14-5		0-14-5	2-79
10	41	3	0-45-3	0-01-0	0-46-3	8-25
11	41	4/1	0-03-0		0-03-0	0-53
12	41	4/2	0-03-0		0-03-0	0-53
13	42	1	0-42-5	0-01-0	0-43-5	8-52
14	42	2	0-30-8	0-01-5	0-32-3	6-52
15	42	3	0-27-0	0-00-3	0-27-3	6-00
16	42	4	0-35-8	0-01-0	0-36-8	7-10
17	43	1	0-33-0	0-12-0	0-45-0	0-73
18	43	2	0-36-0	0-12-0	0-48-0	0-77
19	43	3 P	0-01-0		0-01-0	0-06
20	43	4	0-06-0	0-01-0	0-07-0	0-10
21	44	1	0-15-0	0-01-3	0-16-3	3-37
22	44	2	0-38-3	0-01-3	0-39-6	8-57
23	44	3	0-15-3	0-00-3	0-15-6	3-37
24	46	1	0-77-5		0-77-5	5-42
25	46	2	0-79-0		0-79-0	5-50
26	46	3	0-07-0		0-07-0	0-37
27	47		0-27-0	0-01-0	0-28-0	0-39
28	48	1	0-39-5		0-39-5	2-62
29	48	2	0-30-0		0-30-0	2-00
30	48	3	1-77-8		1-77-8	16-44
31	49	1	1-42-3	0-04-3	1-46-6	21-10
32	49	2	0-60-0	0-03-8	0-63-8	10-12
33	49	3	0-42-5	0-02-3	0-44-8	5-35
34	50		0-13-8	0-00-3	0-14-1	1-25
35	51	1	0-53-0	0-12-0	0-65-0	1-19
36	51	2	0-17-0	0-03-0	0-20-0	0-37
37	51	3	0-16-0	0-01-0	0-17-0	0-37
38	51	4	0-68-0	0-10-0	0-78-0	1-44
39	51	5	0-16-0		0-16-0	0-37
40	51	6	0-64-0	0-05-0	0-69-0	1-31
41	51	7 P	0-16-0	0-01-0	0-17-0	0-19
42	52		0-26-0		0-26-0	1-57
43	54		1-26-3		1-26-3	10-94

44	55	1	1-85-8	0-00-3	1-86-1	20-06
45	55	2	0-18-5		0-18-5	2-31
46	55	3	0-20-0		0-20-0	2-31
47	55	4 P	0-06-8		0-06-8	0-57
48	56	1	0-51-5		0-51-5	4-31
49	56	2	0-58-8		0-58-8	5-50
50	56	3	0-30-8		0-30-8	3-19
51	56	4	0-09-3		0-09-3	0-72
52	56	5	0-46-5		0-46-5	4-87
53	56	6	0-01-0		0-01-0	0-15
54	57	P	0-44-0	0-01-8	0-45-8	12-50
55	58		1-36-0		1-36-0	30-57
				<b>Total</b>	<b>24-77-0</b>	

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

All THOSE portions of land admeasuring **1,59,102.90** sq. meters together with the beneficiary FSI of the some of the reserved portions handed over to the Ulhasnagar Municipal Corporation being/to be consumed upon the aforementioned land as sanctioned by the Ulhasnagar Municipal Corporation forming a part of the said entire property more particularly described in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**The nature, extent and description of amenities and facilities:**

High speed lifts, beautiful landscape garden and jogging track, children's play area with playground equipment's, Badminton Court, Multipurpose Court, Lawn tennis court, Football and cricket turf, Elegant entrance lobby, Firefighting systems, All internal cement concrete roads with paver blocks, Generator for lift, staircase lights, compound lights, and water supply pumps, flat to flat / flat to security intercom systems, Earthquake-resistant RCC structure.

SIGNED, SEALED & DELIVERED  
By the within named Promoter  
M/s. REGENCY NIRMAN LIMITED  
Through its Director / Authorized Signatory

**Ms. Anita Thadharam Matta /  
Preet Anil Bathija**

SIGNED & DELIVERED  
By the within named Purchaser/s

**1. Vandana Gopal Moorjani**

WITNESS:

1

2.

## **SCHEDULE 'A'**

ALL THAT premise being Apartment No. **1007** admeasuring **58.50** sq. meters equivalent to **629.69** sq. ft. Carpet area on **10** Floor, **Building Type "C4", Wing B Known as (BERGENIA)** being/having constructed in **Phase- VIII** of **"AVANA"** for **REGENCY ANTILIA PROJECT** to be/being constructed on the property more particularly described in the Second Schedule hereinabove written.

### **ANNEXURE - A**

(TITLE REPORT)

Name of the Advocate: Shailendra D. Jallawar

Address:105, Vikas Heights, Santoshi Mata Road, Kalyan (West).

Title Certificate Date: 12.03.2020

### **ANNEXURE - B**

(Authenticated copies of Property Cards)

### **ANNEXURE C-1**

(Authenticated copies of Plans of the Layout as approved by the concerned Local Authority)

### **ANNEXURE C-2**

(Plan of the Layout as proposed by the Promoter and according to which Construction of the buildings and open spaces are proposed to be provided for on the said project)

### **ANNEXURE C-3**

(Plan of the Layout Marked and highlighted of commercial building no.02 by the Promoter and according to which construction of the buildings and entry/exit and boundary of the said plot are proposed to be provided to the Avenue Supermarts Limited)

### **ANNEXURE - D**

(Authenticated copies of the Plan and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local Authority / Schedule A)

### **ANNEXURE E-1**

(Specification and Amenities for the Apartment)

### **ANNEXURE E-2**

(List of Amenities & Facilities)

### **ANNEXURE -F**

(Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regularity Authority)

### **ANNEXURE - G**

Commencement Certificate granted by Ulhasnagar Municipal Corporation dated V.P. No. UMC/TPD/BP/125/13/392 dated 11.10.2022)

## RECEIPT

Received a sum of **Rs. 809524 (Rupees eight lakh nine thousand five hundred and twenty four Only)** prior to execution of this agreement in the following manner:

Bank	Type	Date	Instrument ID	Amount
State Bank Of India	Cheque	29/12/2024	443566	50000
State Bank of India	Electronic NEFT / RTGS	19/01/2025	SBINN52025011958105833	759524

From the Allottee herein as and by way of advance / part consideration payable by him/her to us in respect of the said flat/~~shop/office/premises~~.

**Rs. 809524 (Rupees eight lakh nine thousand five hundred and twenty four Only).**

We say received

For M/s. REGENCY NIRMAN LIMITED

Director / Authorized Signatory

The Promoter