

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this _____ day of _____, 20__ BETWEEN **M/S. UNNATHI ESTATES**, PAN AABFU5037A, a partnership firm registered under the provisions of the Indian Partnership Act, having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (W) 400 607, hereinafter referred to as “**the PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all partner/s of the said firm, M/s. Unnathi Estates, survivor or survivors of them and the respective heirs, executors and administrators of such last survivor) of the One Part

AND

Mr. _____ PAN _____, Mrs. _____ PAN _____ having address at _____ 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 Promoters their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the OTHER 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 neutral gender wherever applicable.

WHEREAS:

A) i) Shri Waman alias Ziprya Joma Tanki (hereinafter referred to as “the said Waman”) during his lifetime acquired the property being all that piece or parcel of land bearing Survey No.244, Hissa No.13, admeasuring 1300 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as ‘the said First property’) more particularly described in the First Schedule hereunder written and shown in red color boundary line on the plan annexed hereto and marked as Annexure “C” under the provisions of the Tenancy Act.

ii) By and under Agreement for Development dated 29/04/1988 (hereinafter referred to as “the Agreement dated 29/04/1988”) made and executed between M/s. Viroop Estates & Investment Pvt. Ltd. (hereinafter referred to as ‘the said Viroop’) therein referred to as the Developers of the One Part and the said Waman & others therein referred to as the Owners of the other part, the Owners therein granted the development rights for and in respect of the said First property alongwith other properties to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 29/04/1988 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3158/88.

iii) By a Deed of Cancellation dated 19/05/2004, made and executed by and between the said Viroop therein referred to as the Developers of the First Part, M/s. Shree Sai Enterprises (hereinafter referred to as ‘the said Sai’) therein referred to as the Confirming Party of the Second Part and the said Waman therein referred to as the Owner of the Third, Part, the parties thereto mutually cancelled the said Agreement dated 29/04/1988 at or for the consideration and upon the terms and conditions therein

mentioned.

iv) By and under Agreement for Development dated 19/05/2004 (hereinafter referred to as "the Agreement dated 19/05/2004") made and executed between said Sai therein referred to as the Developers of the One Part and the said Waman for self and as a Karta and manager of HUF, therein referred to as the Owners of the other part, the Owners therein granted the development rights for and in respect of the said First property alongwith other properties to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 19/05/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3757/2004.

v) Pursuant to the said Agreement dated 19/05/2004, the Owners therein also executed a Power of Attorney dated 19/05/2004 (hereinafter referred to as 'the POA dated 19/05/2004'), in favour of the persons nominated by the Developers therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The POA dated 19/05/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.398/2004.

vi) The said Waman died intestate on 05/07/2004 leaving behind him his three sons 1) Shri Ananta Waman Tanki (hereinafter individually referred to as 'the said Ananta'), 2) Shri. Ganesh Waman Tanki (hereinafter referred to as 'the said Ganesh'), 3) Shri. Dattatray Waman Tanki (hereinafter referred to as 'the said Dattatray') and two daughters 4) Smt. Kalibai Yashwant Patil, (hereinafter referred to as 'the said Kalibai') and 5) Smt. Manglibai (hereinafter referred to as 'the said Manglibai') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

vii) By and under Agreement for Development dated 22/07/2004 (hereinafter referred to as "the Agreement dated 22/07/2004") made and executed between said Sai therein referred to as the Assignors of the First Part and the said Waman, therein referred to as the Confirming Party of the Second part and the promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, assigned and entrusted the development rights for and in respect of the said First property alongwith other properties together with the benefits and advantages of the said Agreement dated 19/05/2004 in respect of the said First Property in favour of the Assignees therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 22/07/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5547/2004 on 30/07/2004.

viii) Pursuant to the said Agreement dated 22/07/2004, the Assignors therein also executed a Substituted Power of Attorney dated 30/07/2004 (hereinafter referred to as 'the Substituted Power of Attorney dated 30/07/2004 '), in favour of the persons nominated by the Assignees therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The Substituted Power of Attorney dated 30/07/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.589/2004 on 30/07/2004.

ix) By and under a Deed of Confirmation dated 02/05/2005 (hereinafter referred to as "the said Deed of Confirmation dated 02/05/2005') made and entered into between the said Sai therein referred to as the Developers of One Part and the said Dattatray, the said Kalibai, the said Mangalibai and 6 others therein referred to as the Owners of the other Part, the Owners therein confirmed the said Agreement dated 19/05/2004 and granted the development rights in respect of their respective 1/5th undivided share i.e. an area admeasuring 780 sq. mtrs. in the aggregate, in favour of the said Sai at and for the consideration and upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 02/05/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3692/2005.

x) in pursuance to the said Deed of Confirmation dated 02/05/2005, the said Dattatray, the said Kalibai, the said Manglibai and 6 others executed even dated Power of Attorney (hereinafter referred to as "the said POA dated 02/05/2005") in favour of the persons nominated by the said Sai in order to enable them to carry out all acts, deeds, matters and things in respect of their respective undivided share, right, title and interest in the said First property as contained therein. The said POA dated 02/05/2005 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.463/2005.

xi) By and under another Deed of Confirmation dated 09/05/2005 (hereinafter referred to as "the said Deed of Confirmation dated 09/05/2005") made and entered into between the said Sai therein referred to as the Developers of One Part and the said Ananta Waman Tanki and Smt. Mankubai Ananta Tanki and 14 others therein referred to as the Owners of the other Part, the Owners therein confirmed the said Agreement dated 19/05/2004 and granted the development rights in respect of their 1/5th undivided share, right and interest held by the Owners therein in the said First property i.e. an area admeasuring 260 sq. mtrs. alongwith other properties upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 09/05/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3916/2005.

xii) In pursuance to the said Deed of Confirmation dated 09/05/2005, the Owners therein also executed an even dated Power of Attorney (hereinafter referred to as "the said POA dated 09/05/2005") in favour of the persons nominated by the said Sai in order to enable them to carry out all acts, deeds, matters and things in respect of their undivided share, right, title and interest in the said First property and other properties. The said POA dated 09/05/2005 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.490/2005.

xiii) The said Mangalibai died intestate on 19/01/2009 leaving behind her four sons 1) Shri. Krishna Balaram Shinge, 2) Shri. Mahendra Balaram Shinge, 3) Shri. Ganesh Balaram Shinge, 4) Shri. Prakash Balaram Shinge and two daughters 5) Smt. Indubai Shivdas Gondhale alias Patil 6) Smt. Archana Anil Keni as her only legal heirs (hereinafter collectively referred to as 'the legal heirs of the said Manglibai') in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

xiv) By and under a Deed of Confirmation dated 25/03/2010 (hereinafter referred to as "the said Deed of Confirmation dated 25/03/2010") made and entered between the said Sai therein referred to as the First Party of One Part and the Promoters herein therein referred to as the Second Party of the other Part, the First Party therein confirmed all the agreements, power of attorney, Deed of Confirmations and other related documents executed in respect of the said First Property upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 25/03/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3866/2010.

xv) In pursuance of the said Deed of Confirmation dated 25/03/2010, the said Sai also executed an even dated Power of Attorney (hereinafter referred to as "the said POA dated 25/03/2010") in favour of the persons nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property. The said POA dated 25/03/2010 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.246/2010.

xvi) By and under a Deed of Confirmation dated 29/02/2012 (hereinafter referred to as "the said Deed of Confirmation dated 29/02/2012") made and entered between the Promoters herein therein referred to as the Purchasers of One Part and the legal heirs of the said Manglibai alongwith Smt. Vasudha Krishna Shinge and 10 others therein referred to as the Owners of the other Part, the Owners therein confirmed all the agreements, power of attorney, Deed of Confirmations and other related documents

executed in respect of the said First Property upon the terms and conditions therein mentioned. The said Deed of Confirmation dated 29/02/2012 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1978/2012.

xvii) In pursuance of the said Deed of Confirmation dated 29/02/2012, the Owners therein also executed an even dated Power of Attorney (hereinafter referred to as "the said POA dated 29/02/2012") in favour of the persons nominated by the Promoters therein in order to enable them to carry out all acts, deeds, matters and things in respect of the said First property. The said POA dated 29/02/2012 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.95/2012.

xviii) By an Agreement for Sale dated 15/02/2014 (hereinafter referred to as "the said Sale Agreement dated 15/02/2014") made and executed between the Promoters therein referred to as the Purchaser of the One Part and Shri Ganesh Waman Tanki alongwith Smt. Bebibai Ganesh Tanki and 3 others, therein referred to as the Vendors of the Other part, the Vendors therein agreed to sell, transfer, convey and assure all their collective right, title, interest and 1/5th share in the said First property in favour of the said Promoter therein at and for the consideration and upon the terms and conditions therein contained. The said Sale Agreement dated 15/02/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1417/2014.

xix) Pursuant to the said Sale Agreement dated 15/02/2014, the Vendors therein also executed a Power of Attorney dated 15/02/2014 (hereinafter referred to as 'the said POA dated 15/02/2014'), in favour of the persons nominated by the Promoters herein therein in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said First property described therein. The said POA dated 15/02/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1419/2014.

xx) By an order bearing No.TD/T.6/KV/THANE/V.P./S.R.-23/2014 dated 05/11/2014 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, the Vendors were allowed to sell the said First Property in favour of the partners of the Promoters herein upon the terms and conditions therein mentioned.

xxi) By a Deed Of Conveyance dated 28/10/2015 (hereinafter referred to as "the said Conveyance dated 28/10/2015") made and executed between the said Ananta, the said Dattatray, the said Ganesh, the said Kalibai and the legal heirs of the said Manglibai therein referred to as the Vendors of the First part; Smt. Mankubai Ananta Tanki and 35 others therein referred to as the First Confirming Party of the Second Part and said Sai therein referred to as the Second confirming Party of the Third part and the Partners of the Promoters herein therein referred to as the Purchasers of the Fourth part, the Vendors therein, with the consent and knowledge of the First and Second Confirming Party therein, sold, transferred and conveyed all their respective undivided share, right, title, interest and claim whatsoever in respect of the said First property to the Purchasers therein and the Purchasers therein purchased the said First property from the Vendors therein at and for the consideration and upon the terms and conditions therein contained. The said Conveyance dated 28/10/2015 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7456-2015;

B) i) One Smt. Barkubai Arjun Patil (hereinafter referred to as the 'said Barkubai') was the owner of the property being land bearing Survey No. 244, Hissa No.14 admeasuring 4900 sq. mtrs. situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property');

ii) The said Barkubai died intestate on 22/08/1999 leaving behind her three sons (1) Shri Jaywant, (2) Shri Pandharinath (hereinafter referred to as 'the said Pandharinath'), (3) Shri Ramchandra, since deceased in the year 1984 his widow, (3.a) Smt. Rukhminibai, two daughters viz. (3.b) Smt. Sulochana Vasant Shinge and (3.c) Smt. Lalita alias Leelabai Devraj alias Kashinath Gondhale (hereinafter 3.a to 3.c shall henceforth be

collectively referred to as 'the said heir of the said Ramchandra') and a daughter viz.(4) Smt. Laxmibai Kaliram Bhoir (hereinafter, save and except the said Pandharinath, collectively referred to as 'the heirs of the said Barkubai') as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

iii) The said Pandharinath died intestate on 21/11/2001 leaving behind him his widow (1) Smt. Kantibai Pandharinath Patil, two sons (2) Shri Kiran Pandharinath Patil & (3) Shri Vilas Pandharinath Patil and one daughter (4) Mrs. Deepali Suresh Naik (nee – Ms. Jaywanti Pandharinath Patil) (hereinafter collectively referred to as 'the heirs of the said Pandharinath') as his only heirs according to the provisions of the Hindu Succession Act by which he was governed at the time of his death. The heirs of the said Barkubai along with the heirs of the said Ramchandra and the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the Original Owners');

iv) By Development Agreement dated 02/11/1988 (hereinafter referred to as 'the said Agreement dated 02/11/1988') executed by and between the said Barkubai therein referred to as the Owner of the One Part and M/s. Viroop Estates and Investments Pvt. Ltd. (hereinafter referred to as 'the said Viroop') therein referred to as the Developers of the Other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of said First Larger Property at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 02/11/1988 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 6572/1988;

v) By and under a Development Agreement dated 21/10/2004 read with Deed of Confirmation dated 30/12/2006, (hereinafter referred to as 'the said Agreement dated 30/12/2006') made and entered into between the Promoters herein therein referred to as the Assignees/Developers of the One Part and the said Viroop therein referred to as the Assignors of the Other part. The Assignors therein, agreed to grant and assign the irrevocable development rights to the Assignees/Developers therein and the Assignees/Developers therein agreed to purchase and acquire the same from the Assignors therein in respect of the said First Larger Property and which is entirely reserved for Park & School, together with the right to obtain and avail the benefit of DRC in respect thereof at or for the consideration and upon the terms and condition contained therein. The Deed of Confirmation dated 30/12/2006 alongwith Development Agreement dated 21/10/2004 is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.2598/2007 on 10/04/2007.

vi) In pursuance of the said Agreement dated 30/12/2006, the said Viroop also executed Power of Attorney of even date (hereinafter referred to as 'the POA dated 30/12/2006') in favour of the persons nominated by the Promoters to enable them to do all the acts, deeds, matters and things mentioned therein in respect of the said First Larger property more particularly described therein. The said POA dated 30/12/2006 is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 356/07 on 10/04/2007.

vii) By Deed of Confirmation dated 08/05/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 08/05/2007') executed by and between the Promoters therein referred to as the Developers of the One part and Smt. Kantibai P Patil & 3 others (hereinafter referred to as the said Kantibai & others) therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 08/05/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3416/2007.

viii) Pursuant to the said Deed of Confirmation dated 08/05/2007, the said Kantibai & others also executed an even dated Power of Attorney (hereinafter referred to as 'the POA dated 08/05/2007') in favour of the person nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 08/05/2007 is

registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 434/2007.

ix) By Deed of Confirmation dated 19/06/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 19/06/2007') executed by and between the Promoters, therein referred to as the Developers of the One part and the legal heirs of the said Ramchandra therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 19/06/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4602/2007.

x) Pursuant to the said Deed of Confirmation dated 19/06/2007, the legal heirs of the said Ramchandra also executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 19/06/2007') in favour of the person nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 19/06/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.534/2007.

xi) By Deed of Confirmation dated 17/08/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 17/08/2007') executed by and between the Promoters therein referred to as the Developers of the One part and Shri Jaywant A Patil & 9 others (hereinafter referred to as the said Jaywant & others) therein referred to as the Owners of the other part, the Owners therein consented to and confirmed the said Agreement dated 02/11/1988 and 30/10/2006, upon the terms and conditions therein contained. The said Deed of Confirmation dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6096/2007.

xii) Pursuant to the said Deed of Confirmation dated 17/08/2007, the said Jaywant & others also executed an even dated Power of Attorneys (hereinafter referred to as 'the said POAs dated 17/08/2007') in favour of the person nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said First Larger property more particularly described therein. The said POA dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.742/2007 and 743/2007.

xiii) By a Declaration cum Indemnity Bond dated 21/05/2009, the Promoters have, on behalf of the said Jaywant& others handed over portion of land admeasuring 3380 sq. mtrs. out of the said First Larger Property alongwith portions of other property being the portions reserved for Park to the Thane Municipal Corporation upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Declaration dated 21/05/2009'). The said Declaration dated 21/05/2009 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4090/2009.

xiv) Subsequent to the execution of the said Deed of Confirmation dated 17/08/2007 a dispute arose between the heirs of the said Barkubai No. 1 and his son, Shri Chandrakant Jaywant Patil (hereinafter referred to as 'the said Chandrakant') in respect of the said First Larger property and another property the said Chandrakant filed a Special Civil Suit No.549 of 2008 in the Court of the Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said First Suit') against the Original Owners and the Promoters. However, the Promoters have accepted the claim of the said Chandrakant upon the said First Larger Property and another property and amicably settled the said suit and has caused the said Chandrakant to withdraw the said suit unconditionally;

xv) By a Deed of Conveyance dated 27/11/2009 (hereinafter referred to as the said Conveyance dated 27/11/2009") made and executed by and between the said Jaywant& others, said Kantibai and others and the legal heirs of the said Ramchandra therein collectively referred to as the Vendors of the First Part, the said Viroop therein referred to as the Confirming Party of the Second Part and the Promoters therein

referred to as the Purchasers of the Other Part, the Vendors therein, at the instance of the Confirming Party, sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said First Larger Property in favour of the said Promoter at or for consideration and upon the terms and conditions therein contained. The said Conveyance dated 27/11/2009 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.11292/2009.

xvi) The effect of the said Declaration dated 21/05/2009 came to be mutated in the revenue records of the said First Larger Property subsequent to the execution of the said Conveyance dated 27/11/2009 and hence the portion admeasuring 1500 sq. mtrs. instead of 1520 sq. mtrs. came to be renumbered as 244/14/2 (hereinafter referred to as 'the said Second Property more particularly described in the Second Schedule hereunder written) and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" and recorded the same in the name of the Promoters as reflected in M.E. No.2594.

C) i) The said Barkubai was also the owner of the property being land bearing Survey No. 250 Hissa No.1 admeasuring 3140 sq. mtrs. situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said Second Larger Property');

ii) The said Barkubai died intestate on 22/08/1999 leaving behind the heirs of the said Barkubai and the said Pandharinath as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

iii) The said Pandharinath died intestate on 21/11/2001 leaving behind him the heirs of the said Pandharinath as his only heirs according to the provisions of the Hindu Succession Act by which he was governed at the time of his death. The heirs of the said Barkubai along with the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the Original Owners');

iv) By Development Agreement dated 21/10/2004 r/w Deed of Confirmation dated 17/08/2007 (hereinafter collectively referred to as 'the said Agreement dated 21/10/2004') executed by and between the Promoters therein referred to as the Developers of the One Part and Shri Jaywant and 9 others therein referred to as the Owners of the Other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their respective share in the said Second Larger Property being land admeasuring 1570 sq. mtrs. out of the said Second property at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 21/10/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 6095/2007 on 17/08/2007;

v) Pursuant to the said Agreement dated 21/10/2004, the Owners therein also executed a Power of Attorney dated 17/08/2007 (hereinafter referred to as 'the POA dated 17/08/2007') in favour of the persons nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said Second Larger property more particularly described therein. The said POA dated 17/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.741/2007;

vi) By Development Agreement dated 08/05/2007 (hereinafter referred to as 'the said Agreement dated 08/05/2007') executed by and between the Promoters therein referred to as the Developers of the One Part and the heirs of the said Pandharinath therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their share in the said Second Larger Property being land admeasuring 785 sq. mtrs. out of the said Second Larger property at and for the consideration and upon the terms and conditions therein contained. The Agreement dated 08/05/2007 is registered with the office of Sub-Registrar of Assurances at Thane

under Sr. No.3415/07;

vii) Pursuant to the Agreement dated 08/05/2007, the said Owners therein also executed Power of attorney of even date (hereinafter referred to as 'the said POA dated 08/05/2007') in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of development of the said Second Larger property described therein. The said POA dated 08/05/2007 is registered with the office of Sub- Registrar of Assurances at Thane under Serial No. 435/07;

viii) By Development Agreement dated 19/06/2007 (hereinafter referred to as 'the said Agreement dated 19/06/2007') executed by and between the Promoters therein referred to as the Developers of the One part and the legal heirs of the said Ramchandra therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of their share in the said Second Larger Property being land admeasuring 785 sq. mtrs. out of the said Second Larger property at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 19/06/2007 is registered with the office of Sub Registrar of Assurances at Thane under Sr. No. 4601/07;

ix) Pursuant to the said Agreement dated 19/06/2007, the said Owners therein executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 19/06/2007') in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matter and things for and in respect of the development of the said Second Larger property described therein. The said POA dated 19/06/2007 is registered with the office of the Sub- Registrar of Assurances at Thane under Sr. No. 535/07;

x) Subsequent to the execution of the said Deed of Confirmation dated 17/08/2007 a dispute arose between the heirs of the said Barkubai No. 1 and his son, the said Chandrakant in respect of the said Second Larger property and another property and the said Chandrakant filed the said Suit against the Original Owners and the Promoters. However, the Promoters have accepted the claim of the said Chandrakant upon the said Second Larger Property and another property and amicably settled the said suit and has caused the said Chandrakant to withdraw the said suit unconditionally;

xi) By a Deed of Conveyance dated 27/11/2009 (hereinafter referred to as "the said Conveyance dated 27/11/2009") made and executed by and between the Original Owners & others therein referred to as the Vendors of the One Part and the Promoters therein referred to as the Purchasers of the Other Part, the Vendors therein sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said Second Larger property in favour of the Promoters at or for consideration and upon the terms and conditions therein contained. The said Conveyance dated 27/11/2009 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.11293/2009. The effect of the said Conveyance dated 27/11/2009 has been given in 7/12 extract pertaining to the said Second Larger Property and accordingly names of partners of the Promoters are mutated in the owner's column of the 7/12 extract of the said Second Larger Property.

xii) By a Declaration cum Indemnity Bond dated 03/02/2014, the Promoters have handed over portion of land admeasuring 2110 sq. mtrs. out of the said Second Larger Property being the portions reserved for School to the Thane Municipal Corporation upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Declaration dated 03/02/2014'). The said Declaration dated 03/02/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1030/2014.

xiii) The effect of the said Declaration dated 03/02/2014 came to be mutated in the revenue records of the said Second Larger Property and the said reserved portion admeasuring 2110 sq. mtrs. came to be renumbered as 250/1A (hereinafter referred to

as 'the said Third Property more particularly described in the Third Schedule hereunder written) and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" and recorded the same in the name of the Corporation as reflected in M.E. No.3151.

D) i) One Shri Janardan Kacher Shinge (hereinafter referred to as 'the said Janardan) acquired the property bearing Survey No. 250 Hissa No. 2(pt) now renumbered as Survey No. 250 Hissa No. 2A as per Hissa Form No. 12 admeasuring 1500 sq. mtrs. situate lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as 'the said Fourth Property') and more particularly described in the Fourth Schedule hereunder written and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" under the provisions of the Bombay Tenancy & Agricultural Lands Act, 1948 (hereinafter referred to as 'the said Tenancy Act');

ii) By Development Agreement dated 07/10/1988 (hereinafter referred to as 'the said Agreement dated 07/10/1988') executed by and between M/s. Veena Estates and Investment Pvt. Ltd. (hereinafter referred to as 'the said Veena") therein referred to as the Developers of the One Part and the said Janardan & another therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Fourth Property at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 07/10/1988 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 6024/1988;

iii) By Development Agreement dated 22/08/2006 (hereinafter referred to as 'the said Agreement dated 22/08/2006') executed by and between the Promoters therein referred to as the Assignees of the First Part, the said Veena therein referred to as the Assignor of the Second Part and the said Janardan and 5 Others therein referred to as the Confirming Party of the Third Part, the Assignors with the knowledge and consent of the Confirming Party therein, agreed to assign to the Assignees therein and the Assignees therein acquired from the Assignors therein the Development Rights for and in respect the said Fourth Property alongwith another property at or for the consideration and upon the terms and conditions therein contained. The said Agreement dated 22/08/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 6661/2006 on 04/09/2006;

iv) Pursuant to the said Agreement dated 22/08/2006 the said Janardan and 5 others executed an even dated Power of Attorneys (hereinafter collectively referred to as 'the POA dated 22/08/2006') in favour of the persons nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said Fourth property more particularly described therein. The POA dated 22/08/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 905/2006 and 906/2006 on 04/09/2006;

v) By order bearing No.TD/T6/K.V./Thane/V.P./S.R./124/2010 dated 13/12/2010 passed by the Sub-Divisional Officer, Thane Division, Thane, the Sub-Divisional Officer granted sale permission in respect of the said Fourth property as per the provisions of s.43 (1) and rule 25 (a) (e) of the said Tenancy Act upon the terms and conditions mentioned in the said Order dated 13/12/2010;

vi) By a Deed of Conveyance dated 22/12/2010 (hereinafter referred to as "the said Conveyance dated 22/12/2010") made and executed by and between the said Janardan & 5 Others therein referred to as the Vendors of the First Part and the said Veena therein referred to as the Confirming Party of the Second Part and the Promoters therein referred to as the Purchasers of the Third part, the said Vendors therein, at the request of the Confirming Party therein, sold, transferred and conveyed all their right, title, interest and share whatsoever in respect of the said Fourth property in favour of the Purchasers therein at or for consideration and upon the terms and conditions therein contained. The said Conveyance dated 22/12/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 14368/2010.

E) i) One Shri Kacher Kashinath Bhoir (hereinafter referred to as "the said Kacher") during his lifetime acquired the property bearing Survey No.250, Hissa No.3, admeasuring 1540 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane and more particularly described in the Fifth Schedule hereunder written (hereinafter referred to as the "said Fifth property") and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" under the provisions of the said Tenancy Act;

ii) By orders bearing No. ULC/TA/T.No.4/Kavesar/SR-267+306 dated 27/03/2002 r/w revised order bearing No. ULC/TA/T. No.4/Kavesar/SR-267+306 dated 05/05/2004, the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Ceiling Act, the said Kacher was declared as Surplus land holder in respect of the said Fifth property.

iii) By order dated 18/05/2004, the Additional Collector Thane and Competent Authority has passed order under Section 10(1) of the Ceiling Act, in respect of the said Fifth property alongwith other properties.

iv) By an order dated 26/10/2004, the Additional Collector Thane and Competent Authority has passed order under Section 10(3) of the Ceiling Act, in respect of the said Fifth property.

v) By order passed in Writ Petition No.236/2009 dated 08/09/2009, the Hon'ble High Court at Mumbai has cancelled orders dated 27/03/2002, 05/05/2004, 18/05/2004, 26/10/2004 and 05/03/2005 of the Additional Collector Thane and Competent Authority and has directed the Additional Collector Thane and Competent Authority, Urban Agglomeration, Thane &Ors. to restore the name of the said Kacher in the record of rights in respect of the said Fifth property.

vi) The said Kacher died intestate on 26/04/2010 leaving behind him his widow Smt. Anandibai, three sons viz. 1) Shri Raghunath, 2) Shri Mohan & 3) Shri Pravin and two daughters viz. 1) Smt. Ashalata Moreshwar Mhatre e& 2) Smt. Vandana Vasant Wadhekar (hereinafter collectively referred to as 'the heirs of the said Kacher') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

vii) By an Agreement for Sale dated 09/09/2011 (hereinafter referred to as "the said Agreement dated 09/09/2011") made and executed between the Promoters therein referred to as the Purchasers of the First Part and the heirs of the said Kacher and others therein referred to as the Owners of the Second Part, the Owners therein agreed to sell and transfer the said Fifth property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 09/09/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9941/2011 on 15/09/2011.

viii) Pursuant to the said Agreement dated 09/09/2011, the heirs of the said Kacher executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 09/09/2011') in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the Fifth property mentioned therein. The said POA dated 09/09/2011 is registered with the office of Sub Registrar of Assurances at Thane under Serial No.533/2011 on 15/09/2011.

ix) By an order bearing No.TD/T.6/KV/THANE/V.P./S.R.-105/2011 dated 24/10/2011, the Sub Divisional Officer, Thane, granted sale permission in accordance with the provisions of section 43(1) of the Tenancy Act, to the heirs of the said Kacher to sell the said Fifth property to the Promoters subject to the terms and conditions therein contained.

x) By a Deed Of Conveyance dated 28/12/2011 (hereinafter referred to as "the said Conveyance dated 28/12/2011") made and executed between the heirs of the said

Kacher therein referred to as the Vendors of the First part; Smt. Shakuntala Raghunath Bhoir and others therein referred to as the Confirming Party of the Second Part and the Promoters therein referred to as the Purchasers of the Third part, the Vendors therein, with the consent and knowledge of the Confirming Party therein, sold, transferred and conveyed all their right, title, interest and claim whatsoever in respect of the said Fifth property to the Purchasers therein and the Purchasers therein purchased the said Fifth property from the Vendors therein at and for the consideration and upon the terms and conditions therein contained. The said Conveyance dated 28/12/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13934/2011;

F) i) Shri Kashinath Kamalya Bhoir (hereinafter referred to as "the said Kashinath") during his lifetime acquired the property bearing Survey No.251, Hissa No.5, admeasuring 4850 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as the "said Third Larger property") under the provisions of the said Tenancy Act, 1948;

ii) The said Kashinath died intestate on 11/02/1988 leaving behind him 1) Shri Kacher (hereinafter referred to as "the said Kacher"), 2) Shri Vishnu (hereinafter referred to as "the said Vishnu") 3) Smt. Sonibai Damodar Bhoir (hereinafter referred to as "the said Sonibai ") being the widow of his pre-deceased son Shri Damodar and one married daughter Smt. Kusum (hereinafter referred to as "the said Kusum") as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) By orders dated 27/03/2002 r/w revised order dated 05/05/2004, the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), declared the said Kacher as Surplus land holder to the extent of 1742 sq. mtrs. out of the said Third Larger property.

iv) By order dated 18/05/2004, the Additional Collector Thane and Competent Authority has passed notice under Section 10(1) of the Ceiling Act, in respect of the surplus area of admeasuring 1742 sq. mtrs. out of the said Third Larger property.

v) By an order dated 26/10/2004, the Additional Collector Thane and Competent Authority passed order under Section 10(3) of the Ceiling Act, in respect of the surplus area of admeasuring 1742 sq. mtrs out of the said Third Larger property.

vi) The said Vishnu died intestate on 14/03/2005 leaving behind him his widow being (1) Smt. Nalini Vishnu Bhoir, three sons being (2) Shri Kishor Vishnu Bhoir (3) Shri Deepak Vishnu Bhoir (4) Shri Rajesh Vishnu Bhoir, one daughter being (5) Smt. Bhavana Kishor Patil (hereinafter referred to as the 'legal heirs of the said Vishnu') and as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

vii) By order issued in Writ Petition bearing No.244/2009 dated 28/07/2009, the Hon'ble High Court at Mumbai has cancelled orders dt.27/03/2002, 05/05/2004, 18/05/2004 and 26/10/2004 of the Additional Collector Thane and Competent Authority and directed the Additional Collector Thane and Competent Authority, Urban Agglomeration, Thane &ors. to cancel the proceedings undertaken under S.10(1) and 10(3) of the Ceiling Act in respect of the surplus area admeasuring 1742 sq. mtrs. out of the said Third Larger property.

viii) The said Kacher died intestate on 26/04/2010 leaving behind him his widow (1) Smt. Anandibai Kacher Bhoir, three sons being (2) Shri Raghunath Kacher Bhoir (3) Shri Mohan Kacher Bhoir (4) Shri Pravin Kacher Bhoir and two daughters being (5) Smt. Ashalata Moreshwar Mhatre And (6) Smt. Vandana Vasant Wadekar (hereinafter referred to as the 'legal heirs of the said Kacher') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

ix) By a Deed of Release dated 28/07/2010, the said Kusum relinquished her undivided share, right, title & interest in the said Third Larger property alongwith other properties in favour of her nephew viz. Shri Pravin Kacher Bhoir (hereinafter referred to as 'the said First Release Deed'). The said First Release Deed is registered with the office of Sub Registrar of Assurances at Thane under the Sr. No. 8188/2010.

x) By another Deed of Release dated 13/08/2010, the said Sonibai relinquished her undivided share, right, title & interest in the said Third Larger property alongwith other properties in favour of her nephew viz. Shri Pravin Kacher Bhoir (hereinafter referred to as 'the said Second Release Deed'). The said Second Release Deed is registered with the office of Sub Registrar of Assurances at Thane under the Sr. No.8853/2010.

xi) the effect of First Release Deed thereof was recorded in the revenue records vide M.E. No.2707 and the effect of Second Release Deed thereof was recorded in the revenue records vide M.E. No.2706. However, the said Sonibai filed complaint against the said both Mutation Entries in the court of Nayab Tahasildar (Revenue) bearing No. Record of Rights/Complaint/S.R. 45/2011 (hereinafter referred to as 'the said matter') wherein the Hon'ble Nayab Tahasildar dismissed the said matter by upholding the correctness of the M.E. Nos. 2706 & 2707 on 16/08/2011.

xii) By an Agreement for Sale dated 09/09/2011 (hereinafter referred to as "the said Agreement dated 09/09/2011") made and executed between the Promoter therein referred to as the Purchasers of the First Part and the legal heirs of the said Kacher and Smt. Shakuntala Raghunath Bhoir and 15 others (hereinafter referred to as the said Shakuntala and 15 others) therein referred to as the Owners of the Second Part, the Owners therein agreed to sell and transfer their undivided share, right and interest in the said Third Larger property i.e. an area admeasuring 3637.5 sq. mtrs. to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 09/09/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9940/2011 on 15/09/2011.

xiii) Pursuant to the said Agreement dated 09/09/2011 the legal heirs of the said Kacher and said Shakuntala & 15 others executed even dated Power of Attorney (hereinafter referred to as 'the said POA dated 09/09/2011') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of their undivided share, right, title and interest in the said Third Larger property. The said POA dated 09/09/2011 is registered with the office of Sub Registrar of Assurances at Thane under Serial No.534/2011 on 05/09/2011.

xiv) By an Agreement for Sale dated 28/09/2011 (hereinafter referred to as "the said Agreement dated 28/09/2011") made and executed between Promoters therein referred to as the Purchasers of the First Part and the legal heirs of the said Vishnu and others therein referred to as the Owners of the Second Part, the Owners therein agreed to sell and transfer their undivided share, right and interest in the said Third Larger property i.e. an area admeasuring 1212.5 sq. mtrs. to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 28/09/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.10379/2011.

xv) Pursuant to the said Agreement dated 28/09/2011, the legal heirs of the said Vishnu and others executed even dated Power of Attorney (hereinafter referred to as 'the said POA dated 28/09/2011') in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things for and in respect of their undivided share, right, title and interest in the said Third Larger property. The said POA dated 28/09/2011 is registered with the office of Sub Registrar of Assurances at Thane under Serial No.591/2011.

xvi) By an order bearing No. TD/T.6/KV/THANE/V.P. /S.R.- 106/2011 dated 24/10/2011, the Sub Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, granted sale permission to the legal heirs of the said Kacher and the

legal heirs of the said Vishnu to sell the said Third Larger property to 1) Shri Rajan N. Bandelkar, 2) Shri Shyamal Vijay Mody and 3) Shri Kushal Kirti Shah being the partners of the Promoters subject to the terms and conditions therein contained.

xvii) By a Deed of Conveyance dated 28/12/2011 (hereinafter referred to as "the said Conveyance dated 28/12/2011") made and executed between the legal heirs of the said Kacher and legal heirs of the said Vishnu therein referred to as the Vendors of the First part; Smt. Shakuntala Raghunath Bhoir and others therein referred to as the Confirming Party of the Second Part and the Partners of the Promoters therein referred to as the Purchasers of the Third part, the Vendors therein, with the consent and knowledge of the Confirming Party therein, sold, transferred and conveyed all their respective undivided share, right, title, interest and claim whatsoever in respect of the said Third Larger property to the Purchasers therein and the Purchasers therein purchased the same from the Vendors therein at and for the consideration and upon the terms and conditions therein contained. The said Conveyance dated 28/12/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13935/2011;

xviii) As per the development plans, prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Development Plans) for Thane Municipal Corporation (TMC), an area admeasuring 1916.69 sq. mtrs. out of the said Third Larger Property is reserved for 20 Mts. Wide D. P. Road, and the Promoters have handed over the said affected portion to the Corporation by executing a Declaration cum Indemnity Bond dated 20/02/2013 in favour of the Corporation upon the terms and conditions therein mentioned. The said Declaration dated 20/02/2013 is registered with the office of Sub Registrar of Assurances at Thane under Sr. No.1572/2013 on 21/02/2013.

xix) The effect of the said Declaration dated 20/02/2013 came to be mutated in the revenue records of the said Third Larger Property and the remaining portion of the said Third Larger Property were renumbered as S. No.251/5C admeasuring 2700 sq. mtrs. and S. No.251/5A admeasuring 230 sq. mtrs. in favour of the Promoters (hereinafter referred to as 'the said Sixth Property which is more particularly described in the Sixth Schedule hereunder written) and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" and S. No.251/5B admeasuring 1916.69 sq. mtrs. in favour of the Corporation.

G) i) One Shri Vishnu Manik Shinge (hereinafter referred to as the 'said Vishnu') is the owner of the property being land, bearing Survey No. 244 Hissa No. 16 admeasuring 2400 sq. mts situated lying and being at village Kavesar, Taluka and District Thane (here referred to as the said Fourth Larger property) and more particularly described in the First schedule hereunder written.

ii) By Development Agreement dated 04/04/1988 (hereinafter referred to as 'the said Agreement dated 04/04/1988') executed by and between M/S. OORVI ESTATE & INVESTMENT PVT. LTD., (hereinafter referred to as "the said company") therein referred to as the Developers of the one part and the said Vishnu therein referred to as the Owner of the other part, the Owner therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owner therein the development rights for and in respect of the said Fourth Larger property alongwith with another property at or for price or consideration and upon the terms and conditions therein contained. The said Agreement dated 04/04/1988 is registered with the office of Sub-Registrar at Thane under Sr.No.2475/88;

iii) Pursuant to the said Agreement dated 04/04/1988, the said Vishnu executed a Power of Attorney dated 05/02/1990 registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.123 (hereinafter referred to as 'the said POA dated 05/02/1990') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Larger property;

- iv) In pursuant to the said Agreement dated 04/04/1988 & the said POA dated 05/02/1990, the said company is entitled to develop on its own and/or assign the development rights in respect of the said Fourth Larger Property property to prospective developers;
- v) The dispute arose between the said company and the said Vishnu for fulfillment of the terms and conditions of the said Agreement dated 04/04/1988 and hence the said company filed a suit bearing R.C.S. No.700/91 (hereinafter referred to as the said Second Suit) against the said Vishnu. The dispute is settled between the parties thereto and the parties have filed consent terms in the said Second suit and the Hon'ble court has passed decree pursuant to the consent terms on 24/04/1994.
- vi) Due to some misunderstanding, the said Vishnu also filed a suit bearing RCS No.188/96 (hereinafter referred to as the said Third Suit) against the said company. The said Third suit is dismissed for default.
- vii) By order bearing No.TD/6/KV/SR-177/2002 dated 14/03/2002 passed by the Sub-Divisional officer Thane granted development permission to the said Vishnu in accordance with the provisions of Section 43of the Tenancy Act.
- viii) By Supplementary Agreement dated 07/04/2004 (hereinafter referred to as 'the said Agreement dated 07/04/2004') r/w Deed of Confirmation dated 28/08/2007 (hereinafter referred to as 'the said Deed of Confirmation dated 28/08/2007'), made and executed by and between the said Vishnu and others therein referred to as the Owners of the First Part; Draupadibai Krushna Bhoir therein referred to as the Confirming Party of the Second Part and the said company therein referred to as the Developer of the Third Part, the owners therein, with the consent and knowledge of the Confirming Party, carried out modification to the said Agreement dated 04/04/1988 upon the terms and conditions therein contained. The said Deed of Confirmation dated 28/08/2007 alongwith the said Agreement dated 07/04/2004 is registered with the office of Sub-Registrar of Assurance at Thane under serial No.4655/2007 on 29/08/2007;
- ix) Pursuant to the said Agreement dated 07/04/2004, the said Owners therein executed Power of Attorney dated 29/08/2007(hereinafter referred to as "the said POA dated 29/08/2007") in favour of the person nominated by the said company, to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Larger Property. The said POA dated 29/08/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.700/2007;
- x) In pursuance of the above, the said company became entitled to develop on their own and/or assign the development rights in respect of the said Fourth Larger Property to the prospective developer;
- xi) The said Vishnu and others have, respectively by and under the clause No.25 of the said POA dated 29/08/2007, empowered the said company, to substitute and appoint in its place and stead on such terms as it thinks fit and proper one or more attorneys to exercise jointly and/or severally all or any of the powers and authorities conferred on them by the said POA' dated 29/08/2007.
- xii) The Director of the said company, Shri Chetanya Parekh, and the Power of Attorney Holder of the said Vishnu and others, also executed Substituted Power of Attorney dated 22/05/2014 (hereinafter referred to as "the said POA dated 22/05/2014") in favour of the person nominated by the said company, to enable him to do all acts, deeds, matters and things for and in respect of the development of the said Fourth Larger Property. The said POA dated 22/05/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5181/2014;
- xiii) By Conveyance Deed dated 02/01/2019 (hereinafter referred to as 'the said Deed dated 02/01/2019') executed by and between Partners of the Promoters therein referred to as the Purchasers of the First part and the said Vishnu & others therein referred to as

the Owners of the second part & the said company therein referred to as the First Confirming Party of the Third part & M/S Aarti Estates therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein, at the instance of the First Confirming Party therein and with the consent and knowledge of the Second Confirming Party therein, assigned, transferred, granted and conveyed unto the Purchasers therein an area admeasuring 70sq.mts(hereinafter referred to as the "said Seventh Property") out of the said Fourth Larger Property more particularly described in the Seventh Schedule hereunder written and shown in red color boundary line on the plan annexed hereto and marked as Annexure "C" at or for price or consideration and upon the terms and conditions therein contained. The said Deed dated 02/01/2019 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.44/2019;

xiv) Pursuant to the said Deed dated 02/01/2019, the Owners therein also executed Power of Attorney dated 02/01/2019 (hereinafter referred to as 'the said POA dated 02/01/2019') in favour of the persons nominated by the Promoters herein in order to enable them to carry out all acts, deeds, matters and things in respect of the said Seventh Property as contained therein. The said POA dated 02/01/2019 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.45/2019;

xv) Pursuant to the said Deed dated 02/01/2019, the First Confirming Party therein also executed Substituted Power of Attorney dated 02/01/2019 (hereinafter referred to as 'the said SPOA dated 02/01/2019') in favour of the persons nominated by the Promoters herein in order to enable them to carry out all acts, deeds, matters and things in respect of the said Seventh Property as contained therein. The said SPOA dated 02/01/2019 is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.46/2019;

H) i). the said Waman during his lifetime acquired the property bearing Survey No.242, Hissa No.1, admeasuring 20,400 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane (hereinafter referred to as the "said Land") under the provisions of the Tenancy Act.

ii). By and under Agreement for Development dated 29/04/1988 (hereinafter referred to as "the said Agreement dated 29/04/1988") made and executed between the said Oorvi therein referred to as the Developers of the One Part and the said Waman & others therein referred to as the Owners of the other part, the Owners therein granted the development rights for and in respect of the said land to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3157/88.

iii). By an order bearing No.TD/6/TNC/S.R.-26/96 dated 02/07/1996 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, the said Waman was allowed to develop the said land upon the terms and conditions therein mentioned.

iv). By an order bearing No. Land Survey/DU.R.No.113/2000 dated 10/02/2003 issued by T.I.L.R and as per Hissa Form No.12, the said land has been renumbered as Survey No.242/1/1 and the effect thereof came to be recorded vide Mutation Entry No.2044.

v). By an order bearing No. ULC/TA/TE.NO.4/KAVESAR/SR-86+308 dated 14/01/2004 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Ceiling Act, the said Waman was declared as Surplus land holder to the extent of 8228 sq. mtrs. out of his total holdings which includes portion admeasuring 2656 sq. mtrs. out of the said Land while 11,994 sq. mtrs. out of the said land was reserved for park and further 5250 sq. mtrs. was reserved for road. The portion admeasuring 500 sq. mtrs. out of the said land was declared retainable (hereinafter referred to as the retainable portion) which falls under residential Zone as per the aforesaid order.

vi). By an order bearing No. Kavesar -86 dated 28/01/2004 the Additional Collector

Thane and Competent Authority had issued notice under Section 10(1) of the Ceiling Act, in respect of the surplus area of 2656 sq. mtrs out of the said land alongwith another property.

vii). The said Waman died intestate on 02/07/2004 leaving behind him his three sons (1) Shri Ananta (2) Shri Ganesh (3) Shri Dattatrya & two daughters (4) Smt. Kalubai (alias Kalibai) Yashwant Patil and (5) Smt. Mangalibai Balaram Shinge (hereinafter referred to as "the said Heirs") as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

viii). By an order bearing No. Kavesar -86 dated 26/10/2004, the Additional Collector Thane and Competent Authority had issued notice under Section 10(3) of the Ceiling Act, in respect of the surplus area of 2656 sq. mtrs. out of the said land alongwith another property.

ix). By an order bearing No. Kavesar - 86 dated 05/03/2005, the Additional Collector Thane and Competent Authority had issued notice under Section 10(5) of the Ceiling Act, in respect of the surplus area of 2656 sq. mtrs. out of the said land along with another property.

x). After the demise of the said Waman, the said Oorvi approached the said Heirs requested them to confirm the said Sixth Agreement. After due negotiations the said Heirs, excluding Shri Ganesh Waman Tanki (hereinafter referred to as 'the said Ganesh') agreed to confirm the said Sixth Agreement.

xi). By and under a Supplementary Agreement dated 02/05/2005 (hereinafter referred to as "the said Supplementary Agreement dated 02/05/2005) made and entered into between the said Oorvi therein referred to as the Developers of One Part and the said Heirs No.3 to 5 & others therein referred to as the Owners of the other Part confirmed the said Sixth Agreement and granted the development rights in respect of their respective 1/5th undivided share i.e. an area admeasuring 12240 sq. mtrs., right and interest to the said Oorvi at or for the consideration and upon the terms and conditions therein mentioned. The said Supplementary Agreement dated 02/05/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3690/05.

xii). In pursuance to the said Supplementary Agreement dated 02/05/2005 the said Heirs No.3to 5 & others executed an even dated Power of Attorney (hereinafter referred to as "the said POA dated 02/05/2005") in favour of the persons nominated by the said Oorvi in order to enable them to carry out all acts, deeds, matters and things in respect of their respective undivided share, right, title and interest in the said land as contained therein. The said POA dated 02/05/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.467/05.

xiii). By and under a separate Supplementary Agreement dated 09/05/2005 (hereinafter referred to as "the said Supplementary Agreement dated 09/05/2005) made and entered between the said Oorvi therein referred to as the Developers of One Part and the said Heirs No.1 and others therein referred to as the Owners of the other Part , the said Heirs No.1 and others confirmed the said Sixth Agreement and granted the development rights in respect of their 1/5th undivided share, right and interest held by them in the said land i.e. an area admeasuring 4080 sq. mtrs. The said Supplementary Agreement dated 09/07/2005 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3914/05.

xiv). In pursuance to the said Supplementary Agreement dated 09/05/2005, the said Heirs No.1 and others executed an even dated Power of Attorney (hereinafter referred to as "the said POA dated 09/05/2005") in favour of the persons nominated by the said Oorvi to enable them to carry out all acts, deeds, matters and things in respect of their undivided share, right, title and interest in the said land. The said POA dated 09/05/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.485/05.

xv). By and under Development Agreement dated 22/07/2005 r/w Deed of Confirmation dated 27/03/2008 (hereinafter collectively referred to as the Agreement dated 27/03/2008) entered into between the said Oorvi therein referred to as the Assignors of the one part and the Promoters herein therein referred to as the Assignees of the other part, the Assignors therein by retaining 500 sq. mtrs. of area of the said land with themselves which was declared as retainable and a part of the residential zone under the aforesaid order u/s 8(4) of the Ceiling Act., assigned the development rights together with the benefits acquired by them for and in respect of an area admeasuring 19900 sq. mtrs. (hereinafter referred to as "the said larger property") out of the said land to the Promoters herein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 27/03/2008. is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2673 on 27/03/2008.

xvi). In pursuance to the said Agreement dated 27/03/2008, the said Oorvi executed a Power of Attorney dated 27/03/2008 (hereinafter referred to as "the said POA dated 27/03/2008") in favour of the Promoters to enable them to carry out all acts, deeds, matters and things in respect of the said larger Property. The said POA dated 27/03/2008 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.367/2008.

xvii). By a Deed of Exchange Development Right dated 28/10/2005, made between the said Oorvi, with the consent and knowledge of the party of the Third part therein, agreed to assign, transfer and assure to the party of the Twelfth part therein i.e. the Promoters herein, the development rights in respect of the portion admeasuring 3,655.07 sq. mtrs. Out of the properties more particularly described in the Seventh schedule hereunder written which includes the said retainable portion admeasuring 500 sq. mtrs..out of the said land and the exchange thereof, the promoters, with the consent and knowledge of the party of the Fourth to Eleventh part therein, agreed to assign and transfer and assure to the said Oorvi, the development rights in respect of the portion admeasuring 3,655.07 sq. mtrs. More particularly described Firstly, Secondly, Thirdly and Fourthly in the Eighth Schedule thereunder written at and for consideration and upon the terms and conditions therein contained. (hereafter referred to as " the said agreement dated 28/10/2005.

xviii). Since the said Agreement dated 28/10/2005 had remained to be lodged for Registration within the prescribed time limit under the provisions of the Registration Act, 1908, the parties thereto by a Deed of Confirmation dated 11/07/2006 confirmed the said Agreement dated 28/10/2005 and granted the development rights in respect of the said retainable portion in favour of the Promoters herein. The said Deed of Confirmation dated 11/07/2006 along with the said Agreement dated 28/10/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5320/2006.

xix). In pursuance to the said Agreement dated 28/10/2005 read with Deed of Confirmation dated 11/07/2006 said Oorvi executed the Fourth POA dated 11/07/2006 (herein after referred to as "the said POA dated 11/07/2006" in favour of the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the properties mentioned therein which includes the said retainable portion i.e. admeasuring 500 sq. mtrs. as contained therein. The said POA dated 11/07/2006 is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.693/2006.

xx). By a Development Agreement dated 28/11/2007 (hereinafter referred to as "the said Agreement dated 28/11/2007), made and executed between M/s. Akshar Properties And Developers Pvt. Ltd. (hereinafter referred to as "the said Company") therein referred to as the Developers of the one part and the said Heirs No.2 i.e. the said Ganesh and others therein referred to as the Owners of the Other part, the Owners therein granted the development rights for and in respect of their undivided 1/5th share (i.e. an area admeasuring 4080 sq. mtrs.), right, title, interest in the said land (hereinafter referred to as "the undivided share of the said Heirs No.2") to the Developers therein at and for the consideration and upon the terms and conditions

therein contained. The said Agreement dated 28/11/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8786/07.

xxi). In pursuance of the said Agreement dated 28/11/2007, the said Heirs No.2 and others have executed Power of Attorney of even date (hereinafter referred to as "the said POA dated 28/11/2007") in favour of the persons nominated by the said Company in order to enable them to carry out all acts, deeds, matters and things in respect of the undivided share of the said Heirs No.2 in the said land. The said POA dated 28/11/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1192/2007.

xxii). By a Joint Venture Agreement dated 07/02/2008 (hereinafter referred to as "the said JV Agreement dated 07/02/2008") made and executed between the Promoters herein therein referred to as the party of the First Part and the said Company herein therein referred to as the party of the Second Part, the Promoters herein and the said Company have agreed to develop the said larger property jointly in the name and style of "AKSHAR PROMOTER ASSOCIATES" (hereinafter referred to as 'the said JV') upon the terms and conditions therein mentioned.

xxiii). The said Heirs No.5 i.e. Smt. Manglibai died intestate on 19/01/2009 leaving behind her Four sons 1) Shri Krishna 2) Shri Mahendra 3) Shri Ganesh 4) Shri Prakash and two daughters 5) Smt. Indubai Shivdas Patil alias Gondhale and 6) Smt. Archana Anil Keni as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death (hereinafter referred to as the legal heirs of the said Manglibai).

xxiv). As per the development plans, prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Development Plans) for Thane Municipal Corporation (TMC), an area admeasuring 9920 sq. mtrs. out of the said Land is reserved for park and area admeasuring 4920 sq. mtrs. is reserved for road. (The said portions reserved for the park and road are hereinafter collectively referred to as "the said affected portion"). The said JV, on behalf of the said Heirs, have handed over the said affected portion to the Corporation by executing two separate Declaration cum Indemnity Bond both dated 07/05/2009 in favour of the Corporation upon the terms and conditions therein mentioned. The said two Declarations are registered with the Sub Registrar of Assurances at Thane under Sr. No.3667/2009 & 3666/2009 respectively. The said Corporation has issued the Development Rights Certificate No.118 (PARK) under Folio No.TDR/VI/RES. PARK / 67/2008 dated 01/12/2009 and the Development Rights Certificate No.156 (ROAD) under Folio No.TDR/VI/ROAD/66/2008 dated 01/12/2009 respectively.

xxv). By an order bearing No. Land Survey/DU.R.No.520/2009 dated 02/06/2009 issued by T.I.L.R and as per Hissa Form No.12, the said affected portions out of the said Land have been renumbered as Survey No.242/1/1A & 242/1/1B respectively and the remaining portion of the said land admeasuring 5560 sq. mtrs. came to be renumbered as Survey No. 242/1/1C and the same is recorded vide Mutation Entry No.2489.

xxvi). The Thane Municipal Corporation, in its Special General Body Meeting dated 21/11/2017, passed resolution bearing No.1434 (hereinafter referred to as 'the said Resolution') with respect to the lands reserved for public amenities, social facilities and utilities in the Development Plans. As per the said Resolution, when the land is reserved for the purpose aforementioned, the Commissioner may allow the owner (in this case, the Promoters) to develop such surrendered and handed over reserved land or portion thereof which is adjacent to or abutting the other land of the owner and which he intends to develop and for the optimal development of which such portion of the handed over portion shall be essential, in such case, the Corporation may allow the Owner to buy back such reserved area or portion thereof with changed user thereof by paying 125% of the ready reckoner value of such reserved portion and upon the terms and conditions put forth by the Corporation.

xxvii). The Promoter being desirous of availing the benefit of the said Resolution for carrying out optimal development of the aforementioned First to Seventh property by purchasing an area admeasuring 95 sq. mtrs. out of 9920 sq. mtrs. from S. No.242/1/1A(P) (hereinafter referred to as 'the said Eighth Property' and more particularly described in the Eighth Schedule hereunder written from the Corporation and shown in red colour boundary line on the plan annexed hereto and marked as Annexure "C", applied to the Corporation for the same and upon following due procedure obtained approval of the Corporation to the same and the Promoter herein has also paid Rs.23,39,375/- (Rupees Twenty Three Lakhs Thirty Nine Thousand Three Hundred and Seventy Five only) to the Corporation in accordance with the provisions of the said Resolution..

I. The area admeasuring (a) 1125 sq. mtrs out of the said First Property is reserved under Park and the area admeasuring 175 sq. mtrs out of the said First Property is reserved under Primary School (b) the entire 1500 sq. mtrs. of the said Second Property is reserved under Primary School (c) the entire 1500 sq. mtrs. of the said Third Property is reserved under Primary School, (d) the entire 2110 sq. mtrs. of the said Fourth Property is reserved under Primary School (e) the entire 1500 sq. mtrs. of the said Fifth Property is reserved under Primary School and (f) the entire 230 sq. mtrs. of the said Sixth Property is reserved under Primary School and (g) the entire 70 sq. mtrs. of the said Seventh Property is reserved under Primary School (The said portions reserved for the School is hereinafter collectively referred to as "the **said School Plot**") as per the development plans, prepared, sanctioned and in force under the provisions of Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as the said Development Plans) for Thane Municipal Corporation (TMC). In view of the new provisions of the Development Control Regulations, 1991, on surrendering half of the School Plot or subsequent to development of the said School Plot to the Thane Municipal Corporation, the Promoters are entitled to get the remaining portion of the said School Plot of the said property (defined hereinafter) converted into residential zone and develop the same accordingly.

(J) The said First to Seventh property more particularly described in the First to Seventh Schedules hereunder written shall henceforth be collectively referred to as 'the said property' subject however to the addition of said Eighth Property subsequent to the permission as aforementioned is obtained from the Corporation;

(K) The Promoters have, through their Architect, submitted building plans in respect of the said Property for its approval and sanction. The Municipal Corporation of city of Thane (hereinafter referred to as 'the Corporation') has sanctioned the plans and also granted Commencement Certificate vide V. P. No.S06/0307/18/TMC/TDD/3071/19dated 14/05/2019. A copy whereof is annexed hereto and marked as Annexure 'G1'.

(L) The Promoters are entitled to construct two buildings viz. Building to be known as "UNNATHI WOODS SUPREME" (as per municipal sanction No.' A' and hereinafter referred to as 'the said Building') comprising of Ground (P) + Stilt (P) + 1st to 20th and 21st (P) upper floors and Building No. 'B' – TMC School comprising of Ground (P) + Stilt (P) + 1st to 7th upper floors on the said property (hereinafter referred to as 'the said **School Building**') in accordance with the sanctioned plan.

(M) The Government of Maharashtra vide notification TPS -1813/3067/CR-492/13/MCORP/12/UD-13 dated 2/05/2016 declared new scheme for Accommodation Reservation Principle (hereinafter referred to as "the said AR Principle") with respect to the lands reserved for public amenities, social facilities and utilities in the Development Plans. Pursuant to Appendix AR of the said AR Principle; when the land is reserved for Primary School, the Commissioner may allow the owner (in this case, the Promoters) to develop the reservation, subject to handing over to the Planning Authority 50% independent plot along with 50% constructed amenity of total area free of cost in lieu of construction amenity TDR.

(N) By Transfer Deed dated 03/09/2019 (hereinafter referred to as 'the said First Transfer Deed'), the Promoters released, transferred, conveyed and handed over in favour of the Corporation, portion of the land admeasuring 60 sq. mtrs out of the said Third Property more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of 20 mtr. wide Road upon the terms and conditions therein mentioned. The said First Transfer Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.13472/2019.

(O) By a Transfer Deed dated 03/09/2019 (hereinafter referred to as 'the said Second Transfer Deed'), the Promoters released, transferred, conveyed and handed over in favour of the Corporation, portion of the land admeasuring 1125 sq. mtrs out of the said First Property more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of Park upon the terms and conditions therein mentioned. The said Second Transfer Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.13471/2019.

(P) By a Deed of Right of Way dated 21/09/2019, executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and the Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second Part agreed to grant to the Party of the First Part therein a right of way over a portion of the said Second, Seventh and Eight Property being a passage of 12'.0 meter wide road running across the property more particularly described therein to be used as private across road at free of cost from the existing D. P. Road to the said First, Second, Third & Fourth property more particularly described in the Fifth Schedule thereunder written upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Right of Way Deed'). The said Right of Way Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14356/2019.

(Q) By a Deed of Rectification cum Transfer dated 17/10/2019 (hereinafter referred to as the said Rectification cum Transfer dated 17/10/2019) executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and The Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second part therein rectified the area of the third property as mentioned therein and have transferred 50% share of the said property as per AR Principal in favour of the Party of the First part therein. The said Rectification cum Transfer dated 17/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.15825/2019.

(R) By a Buy back agreement dated 23/10/2019 (hereinafter referred to as the said Buy back agreement dated 23/10/2019) executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and The Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second part therein have purchased the said Eighth property more particularly described in the Eighth schedule hereunder written from the party of the first part therein. The said Buy back agreement dated 23/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 16161/2019. However, the permission to utilise the permissible/beneficial FSI of the said Eighth Property upon the said First to Seventh/Eighth Property has not yet been granted by the Corporation. Nevertheless, the Promoters hereby represents that the Promoters hereby reserve their right to utilise, load and consume the permissible/beneficial FSI in respect of the said Eighth Property upon the said First to Seventh/Eighth Property and also reserves its right to bring the said Eighth Property under this Project for the optimal development of the said First to Seventh Properties and shall as such form part of the said property as and when the permission as hereinabove mentioned is obtained by the Corporation as hereinabove mentioned. The Allottees do hereby consent for the same and hereby authorises the Promoters to do the same without recourse to the Allottee for the same. PROVIDED the Promoters shall be liable to take prior written permission of the Allottee

in the event of such additional utilisation of FSI/TDR of the said Eighth property upon the said property adversely affects the area of the said Apartment agreed to be purchased by the Allottee.

(S) 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').

(T) The Promoters are 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 Promoters are 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.

(U) The Promoters have submitted, through their Architect, the revised building plans in respect of the said property to the Corporation for its sanction and approval and the Corporation has granted commencement certificate vide V.P. No.S06/0307/18/TMC/TDD/3771/21 dated 23/11/2021. An authenticated copy whereof is annexed hereto and marked as Annexure 'G2'

(V) The Promoters are entitled to construct two buildings viz. Building to be known as "UNNATHI WOODS SUPREME" (as per municipal sanction No.' A' and hereinafter referred to as 'the said Building') comprising of Ground (P) + Stilt (P) + 1st to 22nd + 23rd Recreational Floor + 24th Floor on the said property in accordance with the sanctioned plan. However, the Promoters intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said building in order to construct the said building comprising of Stilt + 50 or more upper floors on the said property in accordance with the sanctioned plan.

(W) The Promoters have availed Credit facility/Term Loan of Rs.60 Crore from the Bajaj Housing Finance Limited (hereinafter referred to as 'the said Bajaj') by Indenture of Mortgage Cum Charge dated 30/12/2021 and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bajaj, the Promoters have created mortgage in respect of the said property and all the units to be constructed thereon in favour of the said Bajaj. The said Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane on 30/12/2021 under Sr. No.TNN2-25529/2021.

(X) The Promoters hasve registered the Project namely **Unnathi Woods Phase VIII** building name UNNATHI WOODSSUPREME under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as " the said Act/RERA ") with Real Estate Regulatory Authority at Mumbai under Registration No. P51700020921.,available at website : <http://maharera.mahaonline.gov.in>.

(Y) The Promoters have, through their Architect, submitted amended building plans in respect of the said Property for its approval and sanction. The said plans have been sanctioned by the Corporation and also granted further amended Permission/Commencement Certificate vide V. P. No. TMCB/TDD/0004/[P/C]/2023/Auto DCR dated 20/07/2023 upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G3'

(Z) By Deed of Transfer of Transferable Development Rights dated 17/08/2023 (hereinafter referred to as "the said TDR Agreement dated 17/08/2023) made and executed between M/s. Nikhil Construction Company Ltd. therein referred to as the Transferor of the First part and the Promoters herein therein referred to as the

Transferees of the Second part and Shri. Eruch @ Eruchshah Burjorji Patel and others therein referred to as the Confirming Party of the Third Part, the Transferor with the consent of the Confirming Party therein, granted and transferred TDR to the extent of 975 sq. mtrs equivalent to 10495 sq.ft. out of the DRC No.409 (reservation) under Folio No. TDR/S05/Road-40mt./409/sector V dated 04/07/2023 to the Transferees therein upon the terms and conditions mentioned therein and the transferees therein purchased and acquired the same to use and consume the said TDR on the said property for constructing additional floors. The said TDR Agreement dated 17/08/2023 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.11768/2023 on 17/08/2023.

AA) By a Deed of Modification to the Right of Way dated 21/09/2019, executed on 26/09/2023 by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and the said Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second Part agreed to grant to the Party of the First Part therein right of way of 12 mtrs wide road through survey No. 250 Hissa No.2/A (pt) to the TMC school building plot as per the condition mentioned in the Commencement Certificate dated 20/07/2023 more particularly described in the Second Schedule thereunder written to pass and repass from the TMC school building to the existing 20 mtrs. wide D.P./public Road upon the terms and conditions therein mentioned (hereinafter referred to as 'Deed of modification to the said Right of Way "). The said Deed of modification to the said Right of Way is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13810/2023.

BB) According to the provisions of the Accommodation Reservation Policy along with the provisions of UDPCR the Corporation appointed the Promoters and entrusted them the work or construction of the School building on the said School Plot and in lieu of the same, the Corporation agreed to grant to the Promoters the Construction Amenity TDR as per the provisions of UDCPR 2020 on the terms and conditions mentioned therein.

CC) By an Agreement dated 26/09/2023 (hereinafter referred to as "the said Agreement dated 26/09/2023) made and executed between the said Corporation therein referred to as the said TMC of the First part and the Promoters herein therein referred to as the Vendors/Developer of the Second part, TMC irrevocably appointed, granted and empowered Vendors/Developer to construct the said school building on the said school plot in accordance with the plans and specifications which may be sanctioned by the TMC from time to time and upon the terms and conditions therein contained. The said Agreement dated 26/09/2023 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.13811/2023 on 26/09/2023.

DD) In pursuance of the said Agreement dated 26/09/2023, the said Corporation granted TDR admeasuring 8700.80 sq.mtrs. under DRC bearing No. 73 bearing Folio No. DRC/TMCB/2023001082 dated 21/11/2023 upon the terms and conditions therein mentioned (hereinafter referred to as 'the said DRC') in lieu of surrendering/transferring the Constructed Amenity i.e. School building to the said Corporation.

EE) The Promoters have, through their Architect, subsequently, prepared and submitted a revised plan by loading and consuming the TDR in the form of FSI to the extent of 853 sq. mtrs. out of the said DRC and submitted the same to the Corporation for its approval and sanction. The Corporation has approved the same and also granted Commencement Certificate in respect thereof vide V. P. No. TMCB/TDD/0032/[P/C]/2023/Auto DCR dated 05/12/2023 to the said Promoter. An authenticated copy whereof is annexed hereto and marked as Annexure 'G-4'

FF) The Promoters are desirous of developing and constructing additional floors on the said Building. As per the present Commencement Certificate dated 05/12/2023 the Promoters are entitled to construct the said Building consisting of Stilt + 1st to 22nd floor

+ 23rd Recreational Floor + 24th to 45th Floor + Terrace Floor on the said property in accordance with the sanctioned plan.

GG) The Promoters have represented that the said Building being UNNATHI WOODS SUPREME comprising of Stilt + 1st to 22nd + 23rd Recreational Floor + 24th Floor shall be known as '**Building A**' and additional floors from 25th Floor to 45th Floor + Terrace Floor shall to be known as '**Building A1**'.

HH) The Promoters while applying to the Registration of the Project had disclosed to the Authority that they intend to develop and construct the said Building by utilising additional FSI, TDR, Premium FSI by constructing additional floors upto 50th floors. The said fact is also disclosed to the Allotees of the Premises in the said building.

AND WHEREAS the Promoters have, prior to the execution of these presents, obtained written NOC dated _____ from the said Bajaj in respect of the sale of the said Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof.

AND WHEREAS by virtue of the above cited agreements, power of attorneys, deeds, the Promoters have sole and exclusive right to sell the apartments in the said buildings to be constructed by the Promoters on the said property and to enter into agreement/s with the Allottee/s of the apartments to receive the sale consideration thereof. The Promoters are also entitled to develop the said property by constructing an exclusive complex thereon to be known as "**UNNATHIWOODS PHASE VIII** " in accordance with the sanctioned amended plans and the revised plans to be sanctioned from time to time by the Corporation and have also sole and exclusive right to sell the Apartments and premises in the buildings to be/being constructed on the said property and to enter into agreement/s with the Allottee and to receive the sale price in respect thereof

AND WHEREAS the Promoter are in possession of the said property

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor,(herein after referred to as the said "Apartment") of **Building No.A/A1 of UNNATHI WOODS SUPREME** (herein after referred to as the said "Building") being constructed in "**UNNATHI WOODS PHASE VIII**" complex, by the Promoters.

AND WHEREAS the Promoters have entered into standard agreement with Shri Jitendra Mukadam, Architects & Interior Designers, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the said buildings and the Promoters 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 Promoters have 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, Shri Jitendra Mukadam, 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 Promoters, 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. The Allottee hereafter shall not be entitled to make any requisition or call for any further documents of title of the said property and Promoters' right of development.

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 Promoters 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 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 Promoters have 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 Promoters 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 Allottee has applied to the Promoters for allotment of an apartment bearing No. _____ on floor, ___ situated in the building **No.A/A1 of UNNATHI WOODS SUPREME** of "**UNNATHI WOODS PHASE VIII**" complex being constructed on the said Property.

AND WHEREAS the carpet area of the said Apartment is ____ square meter equivalent to ____ sq. ft. as per RERA (in addition enclosed balcony area sq. mtr equivalent to **0.00** sq. ft. "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 Promoters a sum of Rs. _____/- (Rupees **Rupees:** _____ Only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Allottee, the Promoters hereby agree 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 THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters shall construct 2 buildings being Building known as "UNNATHI WOODS SUPREME" comprising of Stilt + 1st to 22nd + 23rd Recreational Floor + 24th Floor (as per municipal sanction No.'A') and additional floors comprising from 25th floor to 45th Floor + Terrace Floor (as per municipal sanction No.'A1') of the said Building (hereinafter collectively referred to as 'the said Building') and Building No. 'B' – (being school building to be handed over to the Corporation) on the said property in accordance with the building plans sanctioned by the Corporation and further intend to utilize and consume TDR or any additional FSI available as per the D. C. Regulations upon the said property in order to construct the said building comprising of Stilt + 50 or more upper floors. with only such variations and modifications as the Corporation or the Promoters may deem fit and the Allottee hereby consents to the same. The Promoter hereby represent and the Allottees hereby expressly confirm that the Promoter, as and subject to what is contemplated in the said Act and the Rules framed thereunder, has irrevocable and unconditional rights, authorities, entitlements to increase or decrease area of the aforesaid building, increase or decrease in numbers of floors as also specification/designs as also location by vertical and/or horizontal as may be permitted/approved by the Corporation, from time to time without adversely affecting in any way the said Apartment hereby allotted to the Allottees.

PROVIDED THAT the Promoters 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.

1.(a) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee Apartment bearing No. _____ on _____ floor of **Building No.A/A1 of UNNATHI WOODS SUPREME** (hereinafter collectively referred to as 'the said Building') of "UNNATHI WOODS PHASE VIII" complex having carpet area of square meter equivalent to sq. ft.as per RERA (in addition enclosed balcony area **0.00** sq. mtr equivalent to **0.00** sq. ft.) as shown on the floor plan hereto annexed and marked as Annexure 'D' (hereinafter referred to as 'the said Apartment') for the consideration of Rs. _____/- (**Rupees: _____ Only**) including Rs.____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities annexed hereto and marked as Annexure 'E'. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove

1(b) The Promoters hereby agrees to allot to the Allottee, One car parking space in Mechanical car parking System to the Allottee constructed in the layout for the consideration of Rs.0/-.

1(c) The total aggregate consideration amount for the Apartment with One car parking space in Mechanical car parking System is thus Rs._____-/- (**Rupees: _____ Only**)

1(d) The Allottee agrees to pay to the Promoters, the amount of purchase consideration of Rs. _____/-(**Rupees: _____ Only**) in the following manner :-

| Sr No | Schedule Percentage | Amount | Event Name |
|-------|---------------------|--------|---|
| 1 | 1.00 % | | On Booking |
| 2 | 29.00 % | | After execution of agreement |
| 3 | 10.00 % | | On completion of Plinth and Raising demand letter for this event |
| 4 | 1.50 % | | On completion of Slab 1 and Raising demand letter for this event |
| 5 | 1.50 % | | On completion of Slab 2 and Raising demand letter for this event |
| 6 | 1.50 % | | On completion of Slab 3 and Raising demand letter for this event |
| 7 | 0.50 % | | On completion of Slab 4 and Raising demand letter for this event |
| 8 | 0.50 % | | On completion of Slab 5 and Raising demand letter for this event |
| 9 | 0.50 % | | On completion of Slab 6 and Raising demand letter for this event |
| 10 | 0.50 % | | On completion of Slab 7 and Raising demand letter for this event |
| 11 | 0.50 % | | On completion of Slab 8 and Raising demand letter for this event |
| 12 | 0.50 % | | On completion of Slab 9 and Raising demand letter for this event |
| 13 | 0.50 % | | On completion of Slab 10 and Raising demand letter for this event |
| 14 | 0.50 % | | On completion of Slab 11 and Raising demand letter for this event |
| 15 | 0.50 % | | On completion of Slab 12 and Raising demand letter for this event |
| 16 | 0.50 % | | On completion of Slab 13 and Raising demand letter for this event |
| 17 | 0.50 % | | On completion of Slab 14 and Raising demand letter for this event |
| 18 | 0.50 % | | On completion of Slab 15 and Raising demand letter for this event |
| 19 | 0.50 % | | On completion of Slab 16 and Raising demand letter for this event |
| 20 | 0.50 % | | On completion of Slab 17 and Raising demand letter for this event |
| 21 | 0.50 % | | On completion of Slab 18 and Raising demand letter for this event |
| 22 | 0.50 % | | On completion of Slab 19 and Raising demand letter for this event |
| 23 | 0.50 % | | On completion of Slab 20 and Raising demand letter for this event |
| 24 | 0.50 % | | On completion of Slab 21 and Raising demand letter for this event |
| 25 | 0.50 % | | On completion of Slab 22 and Raising demand letter for this event |
| 26 | 0.50 % | | On completion of Slab 23 and Raising demand letter for this event |

| | | | |
|----|--------|--|--|
| 27 | 0.50 % | | On completion of Slab of Service/Recreation fl. and Raising demand letter for this event |
| 28 | 0.50 % | | On completion of Slab 24 and Raising demand letter for this event |
| 29 | 0.50 % | | On completion of Slab 25 and Raising demand letter for this event |
| 30 | 0.50 % | | On completion of Slab 26 and Raising demand letter for this event |
| 31 | 0.50 % | | On completion of Slab 27 and Raising demand letter for this event |
| 32 | 0.50 % | | On completion of Slab 28 and Raising demand letter for this event |
| 33 | 0.50 % | | On completion of Slab 29 and Raising demand letter for this event |
| 34 | 0.50 % | | On completion of Slab 30 and Raising demand letter for this event |
| 35 | 0.50 % | | On completion of Slab 31 and Raising demand letter for this event |
| 36 | 0.50 % | | On completion of Slab 32 and Raising demand letter for this event |
| 37 | 0.50 % | | On completion of Slab 33 and Raising demand letter for this event |
| 38 | 0.50 % | | On completion of Slab 34 and Raising demand letter for this event |
| 39 | 0.50 % | | On completion of Slab 35 and Raising demand letter for this event |
| 40 | 0.50 % | | On completion of Slab 36 and Raising demand letter for this event |
| 41 | 0.50 % | | On completion of Slab 37 and Raising demand letter for this event |
| 42 | 0.50 % | | On completion of Slab 38 and Raising demand letter for this event |
| 43 | 0.50 % | | On completion of Slab 39 and Raising demand letter for this event |
| 44 | 0.50 % | | On completion of Slab 40 and Raising demand letter for this event |
| 45 | 0.50 % | | On completion of Slab 41 and Raising demand letter for this event |
| 46 | 0.50 % | | On completion of Slab 42 and Raising demand letter for this event |
| 47 | 0.50 % | | On completion of Slab 43 and Raising demand letter for this event |
| 48 | 0.50 % | | On completion of Slab 44 and Raising demand letter for this event |
| 49 | 0.50 % | | On completion of Slab 45 and Raising demand letter for this event |
| 50 | 0.50 % | | On completion of Slab 46 and Raising demand letter for this event |
| 51 | 2.00 % | | On completion of Brick Work / Plaster and Raising demand letter for this event |
| 52 | 2.00 % | | On completion of External Plaster Work and Raising demand letter for this event |

| | | | |
|----|--------|--|--|
| 53 | 2.00 % | | On completion of Tiling Work and Raising demand letter for this event |
| 54 | 2.00 % | | On completion of Plumbing Work and Raising demand letter for this event |
| 55 | 2.00 % | | On completion of Electrical fittings and Raising demand letter for this event |
| 56 | 4.00 % | | On completion of Wooden doors frames Work and Raising demand letter for this event |
| 57 | 5.00 % | | On completion of Wooden doors shutters Work and Raising demand letter for this event |
| 58 | 5.00 % | | On completion of Sliding Window Work and Raising demand letter for this event |
| 59 | 5.00 % | | On completion of External Painting Work and Raising demand letter for this event |
| 60 | 4.50 % | | On Possession and Raising demand letter for this event |
| | 0.00 % | | |

1(e) The Price herein is exclusive of all taxes and is based on several factors including the rate of GST, the provisions related to INPUT Tax Credit of GST etc. In case of any change in the provisions related to rate of GST, ITC, reversal of ITC etc. In the GST Laws, the Price herein will be varied accordingly. The Total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

1(f) The Consideration mentioned herein to be paid by the Allottees has been calculated inter alia on the basis of the consents, representations and covenants made that the Allottees have granted including but not limited to their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be provided in this Agreement. In the event that the Allottees withdraw their consent or in the event the validity of the same is challenged, then the amount of Consideration stated herein shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Developer.

1(g) The Promoter may raise appropriate demand notices for payment upon the Allottee, specifying the amount out of each instalment of the Consideration to be paid into the Promoter's Account. The Allottee shall pay the same within 7 days of the date of such a demand notice. Further, the Promoter shall not bound to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

1(h) 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 Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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.

1(i) The Promoters 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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 1(a) of this Agreement.

1(j) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

1 (k) The Parties hereby agree and confirm that this Agreement supersedes all prior discussions and understandings (whether written or oral) with respect to the subject matter of this Agreement. This agreement shall only govern the terms of this transaction and any term, condition etc. mentioned in any discussion, writing prior to the date of this presents, advertisement, hoarding, email, messages etc. AND not in accordance with the terms of this agreement shall not be binding to the Promoter and shall be treated as null and void.

1 (l) In the event of the terms of the Agreement having to be modified due to operation of any statute (including RERA) or any Applicable Law then the same shall be modified to the extent required by execution of supplementary agreement. The provisions of this Agreement will not be amended or modified without the express written consent of the Parties. Neither Party shall be entitled to claim waiver of any of the terms of this Agreement without such written amendment or modification as the case may be.

1(m) 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 Promoters, 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 Promoters 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 Promoters 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

2.1 The Promoters hereby agree 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 Apartment.

2.2 Time is of essence for the Promoters as well as the Allottee. The Promoters 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is 27468.86 square meters only and Promoters have planned to utilize Floor Space Index of 5000 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 32468.86 square meter as proposed to be utilized by him on the said property and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, 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 Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters 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 Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters 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 his 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided however, that the Allottee may terminate this agreement with the due written consent of the Promoter subject to execution of Deed of cancellation and payment of amount as mentioned hereinbelow.

Provided further that upon termination of this Agreement as aforesaid, the Parties shall execute and register a Deed of Cancellation of this Agreement for Sale. Upon termination the Promoters shall be entitled to deduct the following amounts

- a) GST paid/payable in respect of this Transaction;
- b) Brokerage paid on this transaction if any;
- c) Amount paid/reimbursed by Promoter to the bank in respect of interest/EMI on home loan availed by Allottee;

d) An amount equal to 3% of the total consideration payable hereunder;

e) Cost of any specific amenity/concession/rebate/gift/offer granted to the Allottee; and refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of registration of Deed of Cancellation. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters 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 Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

5.1. The Allottee is aware that the Promoter is not the manufacturers of the amenities which are to be provided as mentioned in the List of Amenities. The Promoter do not warrant or guarantee the use, performance or otherwise of these amenities. The parties hereto agree that responsibility of the Promoter is limited to the extent of warranty/guarantee given by the concerned suppliers and for the period of such warranty/guarantee.

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

5.3 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.

5.4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the said Apartment are set out in Annexure 'F' annexed hereto.

The specifications mentioned in the advertisement/communication or the brochures, pamphlets regarding the flat and buildings and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or service or cannot be construed as same and the Promoter shall at its absolute discretion may change it if necessary.

6. The Promoters shall give possession of the Apartments of the **Building A** i.e. Ground (P) + Stilt (P) + 1st to 22nd + 23rd Recreational Floor + 24th Floor on or before 30th June 2025 and shall give possession of the Apartments of the **Building A1** i.e. additional floors comprising from 25th floor to 45th Floor + Terrace on or before 31st December 2027. If the Promoters fail or neglect 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 Promoters 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 may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters 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.

7.1 Procedure for taking possession - The Promoters, 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 Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 The Allottees hereby agree that in case he/she/they/it fail(s) to respond and/or neglect(s) to take possession of the Apartment within the time stipulated by the Promoter in the letter for Intimation of Possession, and/or cancel / terminate the Agreement for Sale, then the Promoter shall be entitled and hereby reserves its right to forfeit the entire amount received by the Promoter towards the Apartment along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee further agree and acknowledge that the Promoter's obligation of delivering possession of the Apartment shall come to an end on the date of expiry of the letter for Intimation of Possession and that subsequent to such date the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Apartment.

7.5 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 Promoters 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 Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

7.6 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused thereto (excluding the defects as mentioned in Clause 7.5 above), the Promoters 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.

8. 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 Promoters and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of

this Agreement.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters 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. The Promoter may become a member of the Society or association / apex body / apex bodies to the extent of all unsold and/or unallotted Apartments/units, areas and spaces in the Building(s).

9.1 The Promoters 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 Promoters in the said property upon which the said Building is constructed.

9.2 The Promoters shall, within three months of registration of the Society or Limited Company, as aforesaid, transfer to the Society all the right, title and the interest of the Promoters in the said structure of the building in which the said Apartment is situated alongwith the right, title and interest of the Promoters in the common areas and facilities provided in the said property on which the said building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoters 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 is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs.5805.00/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building 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, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. Even after the Promoters developing the entire said Property, the Promoters shall continue to have a right to hold and/or dispose off the remaining unsold Premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoters and the Allottee of such remaining Premises shall be accepted as members of such Society/Association or limited Company. The Promoters in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Association or limited Company, save and except the municipal taxes at the actual, membership fee, share money and entrance fee per member for such remaining unsold Premises.

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

(i) Rs. -----/- plus applicable taxes, if any, for share money, application entrance fee of the Society or Limited Company.

(ii) Rs. ---/- for formation and registration of the Society or Limited company.

(ii) Rs.- /- plus applicable taxes, if any, for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

(iii) Rs.-/- plus applicable taxes as possession charges for layout infrastructure development.

(iv) Rs.-/- plus applicable taxes towards maintenance charges for stack/puzzle mechanical parking system/parking allotted for period of 12 months.

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges. In the event of a shortfall between the amount deposited with the Promoter by the Allottees towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoter shall inform the Allottees of such shortfall and the Allottees shall be liable to ensure that the same is paid to the Promoter within 15 days of receipt of intimation from the Promoter, failing which the Allottees shall be liable to pay interest as levied by the concerned authorities together with late payment charges amounting to 5 per cent of the shortfall amount or such part of the Short fall Amount remaining unpaid. The Promoter shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Allottees.

11. The Allottee shall pay to the Promoters a sum of Rs. /- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters 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.

12. At the time of registration of conveyance or Lease of the structure of the building, the Allottee shall pay to the Promoters, 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. At the time of registration of conveyance or Lease of the said building/property, The Allottee shall pay to the Promoters, 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 the Society to be formed on the said property.

13. REPRESENTATIONS AND WARRANTIES OF THEPROMOTERS

(a) The Promoters hereby represent and warrant to the Allottee as follows:

i. The Promoters have clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and the Promoters 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 Promoters have 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 clause No.b (a10) hereinbelow;

iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in clause No.b (a6 to a8) hereinbelow;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building 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 Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building and common areas;

vi. The Promoters have 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 Promoters have 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 Promoters confirm that the Promoters are 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 Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoters have 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. 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 association of the allottees.

(b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters:

a.1) They intend to develop the said property to be known as “UNNATHI WOODS PHASE VIII ”;

a.2) The Promoters have, through their Architect, submitted building plans to the Corporation in respect of the said Property for its approval and sanction. The Corporation has sanctioned the same and has issued Commencement Certificate bearing V. P. No. TMCB/TDD/0032/[P/C]/2023/AutoDCR dated 05/12/2023 in respect thereof. As per the sanctioned plan cum amended C.C., the Promoters are entitled to construct two buildings viz. a Building to be known as “UNNATHI WOODS SUPREME’ comprising of Stilt + 1st to 22nd Floor + 23rd Recreational Floor + 24th Floor (as per municipal sanction No.’A’) and additional floors comprising from 25th floor to 45th Floor + Terrace Floor (as per municipal sanction No.’A1’) (hereinafter collectively

referred to as 'the said Building') and Building No.'B' – TMC School comprising of Ground (P) + Stilt (P) + 1st to 7th upper floors on the said property in accordance with the sanctioned plan.

a.3) By the said First Transfer Deed, the Promoters released, transferred, conveyed and handed over in favour of the Corporation, portion of the land admeasuring 60 sq. mtrs out of the said Third Property more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of 20 mtr. wide Road upon the terms and conditions therein mentioned. The said First Transfer Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.13472/2019.

a.4) By the said Second Transfer Deed, the Promoters released, transferred, conveyed and handed over in favour of the Corporation, portion of the land admeasuring 1125 sq. mtrs out of the said First Property more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of Park upon the terms and conditions therein mentioned. The said Second Transfer Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.13471/2019.

a.5) By a Deed of Right of Way dated 21/09/2019, executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and The Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second Part agreed to grant to the Party of the First Part therein a right of way over a portion of the said Second, Seventh and Eight Property being a passage of 12'.0 meter wide road running across the property more particularly described therein to be used as private across road at free of cost from the existing D. P. Road to the said First, Second, Third & Fourth property more particularly described in the Fifth Schedule thereunder written upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Right of Way Deed'). The said Right of Way Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.14356/2019. The said Right of way shall always run with the ownership of the said property and as such necessary covenant in respect thereof shall be incorporated in the Deed of Conveyance of the said Property and the Allottee hereby agrees to be bound by the same.

a.6) By a Deed of Rectification cum Transfer dated 17/10/2019 (hereinafter referred to as the said Rectification cum Transfer dated 17/10/2019) executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and The Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second part therein rectified the area of the third property as mentioned therein and have transferred 50% share of the said property as per AR Principal in favour of the Party of the First part therein. The said Rectification cum Transfer dated 17/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.15825/2019.

a.7) By a Buy back agreement dated 23/10/2019 (hereinafter referred to as the said Buy back agreement dated 23/10/2019) executed by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and The Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second part therein have purchased the said Eighth property more particularly described in the Eighth schedule hereunder written from the party of the first part therein. The said Buy back agreement dated 23/10/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 16161/2019. However, the permission to utilise the permissible/beneficial FSI of the said Eighth Property upon the said First to Seventh/Eighth Property has not yet been granted by the Corporation. Nevertheless, the Promoters hereby represents that the Promoters hereby reserve their right to utilise, load and consume the permissible/beneficial FSI in respect of the said Eighth Property upon the said First to Seventh/Eighth Property and also reserves its right to bring the said Eighth Property under this Project for the optimal development of

the said First to Seventh Properties and shall as such form part of the said property as and when the permission as hereinabove mentioned is obtained by the Corporation as hereinabove mentioned. The Allottees do hereby consent for the same and hereby authorises the Promoters to do the same without recourse to the Allottee for the same. PROVIDED the Promoters shall be liable to take prior written permission of the Allottee in the event of such additional utilisation of FSI/TDR of the said Eighth property upon the said property adversely affects the area of the said Apartment agreed to be purchased by the Allottee.

a.8 By Deed of Transfer of Transferable Development Rights dated 17/08/2023 (hereinafter referred to as "the said TDR Agreement dated 17/08/2023) made and executed between M/s. Nikhil Construction Company Ltd. therein referred to as the Transferor of the First part and the Promoters herein therein referred to as the Transferees of the Second part and Shr. Eruch @ Eruchshah Burjorji Patel and others therein referred to as the Confirming Party of the Third Part, the Transferor with the consent of the Confirming Party therein, granted and transferred TDR to the extent of 975 sq. mtrs equivalent to 10495 sq.ft. out of the DRC No.409 (reservation) under Folio No.TDR/S05/Road-40mt./409/sector V dated 04/07/2023 to the Transferees therein upon the terms and conditions mentioned therein and the transferees therein purchased and acquired the same to use and consume the said TDR on the said property for constructing additional floors. The said TDR Agreement dated 17/08/2023 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.11768/2023 on 17/08/2023.

a.9) By a Deed of Modification to the Right of Way dated 21/09/2019, executed on 26/09/2023 by and between The Thane Municipal Corporation (TMC) therein referred to as the Party of the First Part of the One Part and the said Promoters herein therein referred to as the Party of the Second Part of the Other part, the Party of the Second Part agreed to grant to the Party of the First Part therein right of way of 12 mtrs wide road through survey No. 250 Hissa No.2/A (pt) to the TMC school building plot as per the condition mentioned in the Commencement Certificate dated 20/07/2023 more particularly described in the Second Schedule thereunder written to pass and repass from the TMC school building to the existing 20 mtrs. wide D.P./public Road upon the terms and conditions therein mentioned (hereinafter referred to as 'Deed of modification to the said Right of Way "). The said Deed of modification to the said Right of Way is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13810/2023.

a.10) By an Agreement dated 26/09/2023 (hereinafter referred to as "the said Agreement dated 26/09/2023) made and executed between the said Corporation therein referred to as the said TMC of the First part and the Promoters herein therein referred to as the Vendors/Developer of the Second part, TMC irrevocably appointed, granted and empowered Vendors/Developer to construct the said school building on the said school plot in accordance with the plans and specifications which may be sanctioned by the TMC from time to time and upon the terms and conditions therein contained. The said Agreement dated 26/09/2023 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.13811/2023 on 26/09/2023.

a.11) In pursuance of the said Agreement dated 26/09/2023, the said Corporation granted TDR admeasuring 8700.80 sq.mtrs. under DRC bearing No. 73 bearing Folio No. DRC/TMCB/2023001082 dated 21/11/2023 upon the terms and conditions therein mentioned (hereinafter referred to as 'the said DRC') in lieu of surrendering/transferring the Constructed Amenity i.e. School building to the said Corporation.

a.12) the said Chandrakant filed a Special Civil Suit No.549 of 2008 in the Court of the Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said First Suit') against the Original Owners and the Promoters. However, the Promoters have amicably settled the said suit and has caused the said Chandrakant to withdraw the said suit unconditionally.

a.13) A dispute arose between the said company and the said Vishnu for fulfillment of the terms and conditions of the said Agreement dated 04/04/1988 and hence the said company filed the said Second Suit against the said Vishnu. The dispute is settled between the parties thereto and the parties have filed consent terms in the said Second suit and the Hon'ble court has passed decree pursuant to the consent terms on 24/04/1994.

a.14) Due to some misunderstanding, the said Vishnu also filed a suit bearing RCS No.188/96 (hereinafter referred to as the said Third Suit) against the said company. The said Third suit is dismissed for default .

a.15) 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').

a.16) The Promoters are 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 Promoters are 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.

a.17) The Promoters have submitted, through their Architect, the revised building plans in respect of the said property to the Corporation for its sanction and approval and the Corporation has granted commencement certificate vide V.P. No.S06/0307/18/TMC/TDD/3771/21 dated 23/11/2021.

a.18) The Promoter has through their Architect, subsequently, prepared and submitted a revised plan by loading and consuming the TDR in the form of FSI to the extent of 853 sq. mtrs. out of the said DRC and submitted the same to the Corporation for its approval and sanction. The Corporation has approved the same and also granted Commencement Certificate in respect thereof vide V. P. No. TMCB/TDD/0032/[P/C]/2023/Auto DCR dated 05/12/2023 to the said Promoter

a.19) The Promoters are entitled to construct two buildings viz. Building to be known as "UNNATHI WOODS SUPREME' comprising of Stilt + 1st to 22nd + 23rd Recreational Floor + 24th Floor (as per municipal sanction No.'A') and additional floors comprising from 25th floor to 45th Floor + Terrace Floor (as per municipal sanction No.'A1') (hereinafter collectively referred to as 'the said Building') on the said property in accordance with the sanctioned plan. However, the Promoters intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said building in order to construct the said building comprising of Stilt + 50 or more upper floors on the said property in accordance with the sanctioned plan.

a.20) The Promoters have availed Credit facility/Term Loan of Rs.60 Crore from the Bajaj Housing Finance Limited (hereinafter referred to as `the said Bajaj) by Indenture of Mortgage Cum Charge dated 30/12/2021 and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said Bajaj, the Promoters have created mortgage in respect of the said property and all the units to be constructed thereon in favour of the said Bajaj. The said Mortgage Deed is registered with the office of Sub-Registrar of Assurances at Thane on 30/12/2021 under Sr. No.TNN2-25529/2021.

a.21) The Promoters have 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 said Property. The Promoters have further informed the Allottee/s that the service lines common to the Building in the Project and other building/s 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).

c) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters 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 Promoters are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoters shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees and/or utilize the FSI of such adjoining properties on the said property or on the proposed buildings;

e) The Promoters are 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 have 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 or other right to the area other than the said Apartment. The Promoters have reserved unto themselves 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 Society. 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.

f) The Promoters are 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 Promoters 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;

g) 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 in such manner as the Promoter may deem fit, in its sole discretion. Subject however to the sanction of the concerned authorities.

h) Further, the Allottee has been informed and acknowledge(s) that the FSI proposed to be consumed 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 the school building to be constructed thereon. The Promoters in their 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.

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

14. The Allottee/s himself, themselves with an intention to bring in and bind all persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Promoters as follows: -

a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the 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 of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

b) not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the said Apartment is situated. In case any damage is caused to the said Apartment in which the said Apartment is situated or the Building on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c) 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 Promoters 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.

d) 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 Promoters and/or the Society or the Limited Company.

e) 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.

f) 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.

g) Not to put any wire, pipe, grill, plant, outside the windows of the Apartment to inter alia dry any clothes or put any articles outside the Apartment or the window of the Apartment or any storage in any area which is visible from the external facade of the Building.

h) The Allottees shall ensure that the key common areas of the building viz. entrance lobby, passage, staircase, garden & paly areas are maintain to the highest standards with regular cleaning and maintenance.

i) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoters as restricted amenities.

j) Pay to the Promoters within fifteen days of demand made by the Promoters, 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.

k) 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.

l) 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 Promoters under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.

m) 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.

n) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Larger Property or the Promoters or its representatives. In the event the Allottees does or omits to do any such act, deed or thing then the Promote shall, without prejudice to any other right or remedies available in law, have the option to terminate this Agreement.

o) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of the Society/Limited Society, the Allottee shall permit the Promoters and their 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.

p) Till a conveyance of the said property on which the building in which said Apartment is situated is executed in favour of the Society or any other organization that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their 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.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or 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 Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the said property is transferred jointly and proportionately in favour of all the societies formed thereupon as hereinbefore mentioned.

17. 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 Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters 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 Promoters, 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 Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

18 PROMOTERS SHALL NOT MORTGAGE OR CREATE ACHARGE

18.1 After the Promoters execute this Agreement he 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.

18.2 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 Promoters. 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 Promoters/the Society/other flat purchasers, as the case may be and subject to the charge of the Promoter in respect of the unpaid purchase price. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise.

19. It is clearly understood and agreed by the Parties that –

19.1 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 said Property till such time the said Property is handed over to the association/society.

19.2 In the interest of the Allottee/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or an agency appointed by the Promoters /Proposed Society of the Allottee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency/Promoter shall charge and claim the cost from individual Allottee/s, the organization of the Allottee/s per month as per the consumption and accordingly the Allottee/s / organization / Society of Allottee/s will mandatorily abide to pay those charges when claimed, also that Allottee/s and as and when co-operative housing Society shall be formed for a building or the Society of the buildings to be constructed on the said property, the Allottee/s / Society /organization of Allottee/s needs to bear the operation and maintenance cost of the said STP irrespective of the case whether the treated water is used or not by the Allottee/s and/or the Society / organization of the Allottee/s and the Allottee/s and/or the Society / organization of the Allottee/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency.

19.3 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 said Property. The Allottee hereby expressly consents to the same .

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt 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.

21. 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.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENTALLOTTEES

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 said Property 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.

24. 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.

25. 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.

26. 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.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office and after the Agreement is duly executed by the Allottee and the Promoters 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 Thane.

28. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

Mr. PAN -----having address at ,

Notified Email ID:

M/S Unnathi Estates Plot No.1, Mohan Mill Compound, Ghodbunder Road, Thane (W)
400 607, Notified Email ID: sales@raunakgroup.com

30. It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

31. 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.

32. The Promoters 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 Promoters 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 building/s constructed thereon.

33. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoters 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.

34. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

35. 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 as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. 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 parties hereinabove named have set their respective hands and signed this Agreement for sale at Thane in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.244, Hissa No.13, admeasuring 1300 sq. mtrs., situate, lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No. 244 Hissa No.14/2 admeasuring 1500 sq. mtrs., situate at village Kavesar, Taluka& Dist. Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No. 250 Hissa No.1/A admeasuring 2110 sq. mtrs. Situate lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.250 Hissa No. 2/A admeasuring 1500 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.250 Hissa No. 3 admeasuring 1540 sq.mtrs. lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.251 Hissa No. 5A admeasuring 230 sq.mtrs.lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land bearing Survey No.244 Hissa No.16 admeasuring 70 sq. mtrs. lying and being at village Kavesar, Taluka and District Thane in the Registration District & Sub-District Thane and within the local limits of Thane Municipal Corporation.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

ALL THAT Portion of land bearing Survey No.242 Hissa No.1/1A(p) admeasuring 95 sq. mtrs., situate, lying and being at village Kavesar, Taluka& Dist. Thane, within the local limits of the Thane Municipal Corporation.

SIGNED AND DELIVERED BY
THE WITHINNAMED

Allottee:

1. Mr.

2. Mrs.

in the presence of

WITNESSES:

1.

2.

SIGNED AND DELIVERED BY

THE WITHINNAMED

Promoters:

M/S UNNATHIESTATES

FOR UNNATHIESTATES

Through it's Partners

PARTNER/Authorised Signatory

WITNESSES:

1.

2.

SCHEDULE 'A'

ALL THAT PREMISES being Apartment bearing No. _____ on the _____ floor of **Building No. A/A1 of UNNATHI WOODS SUPREME of UNNATHIWOODS PHASE VIII** complex having carpet area of --square meter equivalent to - sq. ft.as per RERA (in addition enclosed balcony area 0.00 sq. mtr equivalent to 00.00 sq. ft.) being constructed on the said property.

RECEIPT

Received of and from the withinnamed Allottee, a sum of **Rs. _____/- (Rupees: _____ Only)** in by cheque/card/rtgs being the amount of part payment payable by the Allottee to us.

Cheque No. : Dated : _____

Drawn on :

Branch :

(subject to realisation of cheque).

WE SAY RECEIVED

M/S.UNNATHI ESTATES

AUTHORISED SIGNATORY

Witnesses

- 1.
- 2.

Annexure 'E'

The nature, extent and description of the "Common area and facilities" and of the "Limited Common areas and facilities" shall be as under: -

a. Common areas and facilities:

I. Entrance lobby and foyer of the respective building will be for the benefit of all the flat purchasers of the each building;

II. The staircase and the lift of the respective building, including main landing is for the purpose of ingress and egress of the flat purchaser and visitors to such building but not for the purpose of storing or for recreation or residence or for sleeping;

a. Limited Common Areas and Facilities :

i. Landing in front of the stairs on the floor on which the particular flat is located is a means of access to the flat and not for the purpose of storing or as recreation areas or for residence or for sleeping;

ii. This landing is limited for the use of residents of the flat located on the particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

Common Areas and facilities to be provided for the project:

1. Common Main Overhead tank (if any), pump, meter for the same.
2. Common electric mains, water mains.
3. Common Internal Roads, Street lights, Storm Water drains.
4. Common Garden area as approved by T.M.C.

Annexure 'F'

A) Building : R. C. C. earthquake resistant framed structure with overhead and Suction Tanks. Paving all around the building as required.

B) Flooring : Vitrified tiles in entire flat with 3" Skirting.

C) Toilet : Toilets with concealed G I plumbing & fitted With a good quality geyser & finished with good quality ceramic glazed tiles flooring & Dado up to 7'-0" height. W/C and washbasin shall be of good quality.

D) Kitchen : Kitchen platform finished with black granite good quality S S sink Platform with 4' Dado.

E) Electrical : Concealed copper wiring adequate number of Wiring points fitted with good quality switches, including intercom, cable T.V., Telephone and exhaust fan points.

F) Windows : Aluminum section glass Windows

G) Doors/Frame : Door Frames will be of Teak wood lamination on both sides and fitted with standard fitting like aldrop, tower bolt, door stopper, door magnet with S S Hinges. Main door will be provided with good quality night latch & peephole.

H) Walls : Gypsum finished with oil bound distemper paint in all rooms & passages. Top

floor shall have false ceiling Hall & bedroom ceiling will be finished with POP Moulding.
External Walls of building shall be painted with Snowcem / Texture cement paint.

l) Lift : Any good quality make.

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