

AGREEMENT FOR SALE

THIS AGREEMENT (hereinafter referred to as the “**Agreement**”) is made at [__] this [__] day of [__] between **VIJAY SURAKSHA REALTY LLP**, a Limited Liability Partnership duly incorporated and registered under the provisions of Limited Liability Partnership Act, 2008 having its office at 205, Marine Chambers, 43 New Marine Lines, Mumbai 400 020 hereinafter referred to as “**the Developer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the LLP, the survivor or survivors of them and the heirs, executors, and administrators of the last surviving partner) of the **FIRST PART**;

AND

Mr. / Ms. _____, residing at _____, hereinafter referred as **Flat Purchaser**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, legal representatives, administrators and assigns) of the **Other Part**;

OR

Mr./Ms. _____ and
Mr./Ms. _____ and
Mr./Ms. _____
all residing at _____

_____ hereinafter collectively referred as **Flat Purchaser(s)**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **Other Part**;

OR

Mr. _____, residing at _____, in his capacity as a Karta of _____ Hindu Undivided Family (HUF) hereinafter referred as **Flat Purchaser**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Karta and all co-parceners, constituting the HUF from time to time, their respective heirs, legal representatives, executors, administrators and assigns) of the **Other Part**;

OR

M/s _____, a registered partnership firm, constituted under the Indian Partnership Act, 1932 and having its principal office of business at _____ hereinafter referred as **Flat Purchaser**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the firm for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its partner duly authorised

under the resolution dated _____ passed by the partners of the firm) of the **Other Part**;

OR

_____, Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____

_____ hereinafter referred as **Flat Purchaser**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors in business and permitted assigns) of the **Other Part**;

OR

_____, a limited liability partnership firm, constituted under the Limited Liability Partnership Act, 2008 and having its principal office of business at _____ hereinafter referred

as **Flat Purchaser**, (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners of the LLP for the time being, their survivor or survivors and the heirs, executors, administrators of the last surviving partner), acting through Mr./Ms. _____, its designated partner of the **Other Part**;

The Developer and the Flat Purchaser(s) are hereinafter collectively referred to as **Parties** and individually as **Party**.

WHEREAS:

A. The Developer is in the process of developing a project under the name of “**OROVIA**” comprising of multiple residential and well as commercial buildings (hereinafter referred to as “**the Larger Project**”) on all that piece and parcel of land situate at Village Kavesar Taluka and District Thane admeasuring about 74,002 square meters described in **Schedule - I** to this Agreement and more particularly demarcated in red color boundary on the plan annexed as **Annexure “A”** (hereinafter referred as the “**Larger Property**”).

B. Vijay Grihanirman Private Limited (hereinafter referred as “**VGPL**”), M/s. Vijay Group Associates (formerly known as Vijay Associates) (hereinafter referred as “**VG Associates**”) and Mr. Vrajlal T. Gala (one of the directors of VGPL) have acquired/purchased various plots of land and also acquired development rights of the various plots of land being forming part of the Larger Property from its respective owners or their assignees by executing registered Agreement for Sale, Agreement for Assignment of Development Right, Development Agreement and other documents as more particularly specified in **Part – A of Schedule II**. The recitals with regards to acquisition of development rights of various plots of land being forming part of the Larger Property are more particularly described in Title Certificate dated [__] issued by [__] annexed as **Annexure “B”**, and the same shall be deemed to form part of the recitals of this Agreement.

- C. VGPL with the consent of the confirming parties therein has by and under the Deed of Transfer and Assignment of Business dated April 27, 2015 (hereinafter referred to as the “**B.T.Agreement**”) duly registered with the Sub-Registrar of Assurances, Thane-11 under Sr. No. TNN11/2159/2015 inter alia transferred all the plots of land and/or rights therein forming part of the Larger Property to the Developer more particularly described in Part A of the Schedule II.
- D. Mr. Vrajlal T. Gala being the Director/Nominee of VGPL has by and under Substituted Power of Attorney dated 27/04/2015 duly registered with the Sub-Registrar of Assurances, Thane-11 at Sr. No.TNN11/2172/2015 dtd.27/04/2015 transferred/granted all the rights to the Developer which they acquired from the respective owners more particularly described in Part A of Schedule II.
- E. M/s. Vijay Group Associates at the instance of VGPL has by and under a substituted power of attorney dated 27/04/2015 duly registered with the Sub-Registrar of Assurances, Thane-11 at Sr. No.TNN11/2167/2015 dtd.27/04/2015 transferred/granted all the rights to the Developer which they acquired from the respective owners more particularly described in Part A of Schedule II.
- F. The Developer has acquired/purchased various plots of land and also acquired development rights of the various plots of land from its respective owners and their assignees being forming part of the Larger Property by executing registered Agreement for Sale, Agreement for Assignment of Development Right, Development Agreement and other documents as more particularly specified in **Part – B** of **Schedule II** and recitals with regards to acquisition of development rights of various plots of land being forming part of the Larger Property are more particularly described in the Title Certificate annexed as Annexure B, and the same shall be deemed to forming part of the recitals of this Agreement.
- G. The predecessors-in-title of the Developer being the constituted attorney of the owners of respective properties more particularly described in Part A of the Schedule II have obtained various orders/permissions under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 (“**ULC Act**”), Bombay Tenancy and Agricultural Land Act, 1948 (“**BT&AL Act**”), Maharashtra Land Revenue Code, 1966 (“**MLRC**”) and other Act as applicable and details of the same more particularly described in the **Schedule IV** of this Agreement.
- H. The permission for non-agricultural use of a portion of the Larger Property (which includes the said Property defined below) has been obtained vide order bearing no. Sr. No. Revenue/K-1/T-1/NP/SR/-42/2011 dated 18th June, 2011

passed by The District Collector, Thane. A copy of N.A. Order annexed hereto as **Annexure “C”**.

- I. The Developer through its architects has inter-alia submitted building plans to Thane Municipal Corporation (hereinafter referred to as “the **said Corporation**”) for its approval in respect of portion of the Larger Property which has been duly sanctioned by the said Corporation vide V.P.No.S06/0017/08/TMC/TDD/0364/11 dated 30/03/2011. The said Corporation granted amended sanction of development permission/ commencement certificate vide V.P.No.S06/0017/ 08/TMC/TDD/0475/11 dated 29/09/2011 in respect of a portion of the Larger Property. The said Corporation further granted the Amended Sanction of Development Permission – Cum - Commencement Certificate bearing V.P.No. SO6/0017/08/TMC/ TDD/1478/2015 dated 13/08/2015. A copy of Amended Sanction of Development Permission – Cum - Commencement Certificate annexed hereto as **Annexure “D”**.
- J. Permission for non-agricultural use of remaining portion of the Larger Property has been obtained vide order bearing no. Revenue/K-1/T-2/Land/KV-9536/SR-Tahsildar-20/2016 dtd.27/05/2016 from the Tahsildar, Thane. A copy of Order dtd.27/05/2016 annexed hereto collectively as **Annexure – ‘C-1’**
- K. The Developer through its architects has inter-alia submitted a layout plan for causing development of the Larger Property to the said Corporation on December 22, 2014 (hereinafter referred to as “**Larger Layout**”) for its approval. Pursuant to sanctioning of the Larger Layout, the Developer is constructing multiple sets of multi-storied residential and commercial buildings (hereinafter collectively referred to as the “**Project Blocks**”) comprising self-contained independent residential flats and/or self-contained commercial units/premises/shops.
- L. Additionally, the Developer has informed the Flat Purchaser that and the Flat Purchaser is aware and hereby confirm and acknowledge that the Developer as a part of the said Project, on a portion of the Larger Property more particularly demarcated in green color hatch line on the plan annexed as Annexure - A are required to construct a building for the Economically Weaker Section (hereinafter referred to as the “**EWS Block**”) as per the terms of the applicable law.

- M. The Developer as per the Larger Layout is planning to develop the Larger Project on the Larger Property in phases, and that in the first phase the Developer proposes to develop a part of the Larger Property admeasuring about 38,932 sq.mtrs as described in **Schedule V** to this Agreement and more particularly demarcated in pink color hatch lines on the plan annexed as **Annexure “E”** (hereinafter referred to as **“the said Property”**).
- N. The Developer by virtue of the B.T.Agreement, agreements as mentioned in Part B of the Schedule II, various orders/permissions described in Schedule IV of this Agreement and grant of sanction of development permission/ commencement certificate by the said Corporation is entitled to develop the said Property and also has sole and exclusive rights to sell the flats and premises in the building/s to be constructed thereon and to enter into Agreement/s with the Flat Purchaser/s and receive the sale consideration in respect thereof.
- O. The VGPL have availed Term Loan Facility up to limit of Rs. 100 Crore from the ICICI Bank Ltd.(hereinafter referred to as **“the said ICICI Bank”**) by executing Indenture of Mortgage dated March 28, 2014 (herein after referred to as **“the said First Indenture”**) and as security for the repayment of the above said amount along with interest and other monies that may become due and payable to the said to the said ICICI Bank, the VGPL have created registered mortgage in respect of the said Property which also includes certain properties out of the said Larger Property referred herein below. The said first Indenture is registered in the office of Sub-Registrar Assurance, Thane 2 under Sr. No. TNN2-2716/2014 on March 28, 2014;
- P. The VGPL have availed additional Term Loan Facility up to limit of Rs. 170 Crore from the said ICICI Bank Ltd. by executing Indenture of Mortgage dated July 11, 2014 (herein after referred to as **“the said second Indenture”**) and as security for the repayment of the above said amount along with interest and other monies that may become due & payable to the said ICICI Bank, the VGPL have created registered mortgage in respect of the said Property which also includes certain properties out of the said Larger Property referred herein below. The said second Indenture is registered in the office of Sub-Registrar Assurance, Thane 2 under Sr. No. TNN2-5730/2014 on 11/07/2014;
- Q. Pursuant to execution of B.T. Agreement, VGPL, the said ICICI Bank and the Developers hereto have executed following documents;
- (i) By Deed of Novation-cum-Amendatory Agreement dated May 26, 2015 (hereinafter referred to as **“the said Deed of Novation No.1”**) made and executed between VGPL (therein referred to as the Mortgagor/ Borrower of

One Part) and the Developer (therein referred to as the New Mortgagor/New Borrower of the Second Part) and the said ICICI Bank (therein referred to as the ICICI Bank of Third Part), the Mortgagor/Borrower therein with the consent and knowledge of the ICICI Bank assigned and transferred the term loan facility which they had availed by and under the said First Indenture upon the terms and conditions more particularly stated therein. The said Deed of Novation No.1 is duly registered in the office of Sub Registrar of Assurances, Thane Thane-11 under Sr. No.TNN11/2661/2015 on 26/05/2015.

- (ii) By Deed of Novation-cum-Amendatory Agreement dated May 26, 2015 (hereinafter referred to as “**the said Deed of Novation No.2**”) made and executed between VGPL (therein referred to as the Mortgagor/ Borrower of One Part) and the Developer (therein referred to as the New Mortgagor/New Borrower of the Second Part) and the said ICICI Bank (therein referred to as the ICICI Bank of Third Part), the Mortgagor/Borrower therein with the consent and knowledge of the ICICI Bank assigned and transferred the additional term loan facility which they had availed by and under the said Second Indenture upon the terms and conditions more particularly stated therein. The said Deed of Novation No.2 is duly registered in the office of Sub Registrar of Assurances, Thane Thane11 under Sr. No.TNN11/2662/2015 on May 26, 2015. The Developer hereby declares that the Developer has obtained a no objection letter dated [__] issued by the said ICICI Bank, whereby ICICI Bank has released the said Flat (defined below) from the purview of its security and has permitted the Developer to enter into this Agreement in respect of the sale of said Flat subject to conditions as mentioned therein. The copy of the no objection letter dated [__] issued by the said ICICI Bank is attached as **Annexure G-1**;

- Q. As on the date of this Agreement, there are certain litigations in respect of few plots of land forming part of the Larger Property which are pending for disposal before the Hon'ble Court of Civil Judge at Thane, the Hon'ble High Court of Judicature at Bombay, the Hon'ble Revenue Authority, Thane/Mumbai and the Hon'ble Maharashtra Revenue Tribunal, Mumbai The details of pending litigations are more particularly described in **Schedule - VI** of this Agreement.
- R. As a part of the Larger Layout, the Developer is constructing 4 nos. of residential buildings, namely Ivy (T1-A) and Fern (T2-A), Periwinkle (T3-B) and Indigo (T4-C) and each comprising of Basement + 2 Level Podium + Stilt + 1st to 27th Floors and 2 commercial buildings namely Marigold 2 and Marigold 3 (hereinafter referred to as the “**said Block**”). The portion of the Larger

Property on which the development of the said Block is to be carried on is shown by zebra line and bounded by a thick line on the plan and the portion shown by the cross line on the plan comprised in the remaining portion of the Larger Property and more particularly shown on the plan annexed as **Annexure “F”**;

- S. The Developer has registered the said Block as a separate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as “**Maharashtra RERA Rules**”) with the Real Estate Regulatory Authority at [] (hereinafter referred to as “**RERA Authority**”) under project registration number [] (hereinafter referred to as the “**said Project**”). Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and Maharashtra RERA Rules. A copy of the registration certificate is annexed and marked hereto as **Annexure F-1**. Similarly, the Developer shall at their discretion, register each block/phase comprised in the Larger Project as a separate project with the RERA Authority.

OR

- S. The Developer is in the process of registering the said Block as a separate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as “**Maharashtra RERA Rules**”) with the Real Estate Regulatory Authority at [] (hereinafter referred to as “**RERA Authority**”), within the time limit stipulated by the Maharashtra RERA Rules. Accordingly, the said Project shall be considered as a separate project within the meaning of the RERA and Maharashtra RERA Rules. Similarly, the Developer shall at their discretion register each block/phase comprised in the Larger Project as a separate project with the RERA Authority.
- T. The Developer has appointed M/s. Scapes Architects and Interior having License No. CA/80/5667 as their architects for the said Project and the same is as per the prescribed format prescribed by the Council of Architect, whereas the Developer has also appointed RCC specialist and Structural Engineer Espicon Consultants Private Limited having Registration No. TMC/STR/770/590 for preparation of the structural designs and drawings of the buildings on the Developer accepting the professional supervision of the Architects and the structural Engineers till the completion of the Buildings. The structural designs

prepared by the said structural engineers is earthquake resistance which is duly certified by said Structural Engineer Vide Certificate no. T/DSG/15/254 dated May 14, 2015. A copy of stability certificate is annexed as **Annexure "G"**.

U. The Flat Purchaser has demanded from the Developer and the Developer has given inspection to the Flat Purchaser of all the documents of title relating to the Larger Property, certificate of title, revenue records, building plans as well as specifications and designs thereof prepared by the Architect, orders passed by the concerned authorities, agreements, power of attorney and of such other documents as are specified under the provisions of the RERA Act and the Maharashtra RERA Rules. The Flat Purchaser hereby confirms that the Developer has produced for inspection to the Flat Purchaser, all information and documents including site plans approved by the relevant authority and has made full and true disclosure as demanded by the Flat Purchaser and the Flat Purchaser is satisfied with the same and no further or other information or disclosure is required to be made by the Developer. The Flat Purchaser has also inspected the Larger Property and has fully acquainted himself/herself/themselves with the state thereof. The Flat Purchaser hereby agrees, acknowledges and confirms that the Flat Purchaser shall not be entitled to make any requisition or call for any further documents of title of the Larger Property and Developer's rights to develop the Larger Property. A copy of the 7/12 Extract showing the nature of the title of the respective owners of the Larger Property and copies of the floor plans and specifications of the flat agreed to be purchased by the Flat Purchaser, and copy of Proforma-II have been annexed hereto as **Annexure – 'I' 'H' and Schedule VII (a) and 'J'** respectively.

V. The Developer, as a part of the development of the Larger Property, on the said Block is constructing a residential building namely Ivy (T1-A) Fern (T2-A)/ Periwinkle (T3-B)/Indigo (T4-C) more particularly described in Schedule VIII-B (hereinafter referred to as the "**said Building**"). The Flat Purchaser(s) has with full knowledge of all the terms, conditions and covenants contained in the documents, agreements, papers, plans, approvals, layout scheme/said Project including the rights and entitlements available to and reserved by the Developer referred to in this Agreement, applied to the Developer for allotment of a residential flat bearing No. _____ on _____ floor measuring _____ square meters (carpet area) equivalent to _____ square feet (carpet area) in _____ Building (hereinafter referred to as the "**said Flat**") on ownership basis and also to purchase _____ nos. of Covered parking space and at the request of the Flat Purchaser(s), the Developer has agreed to sell the said Flat and car parking space to the Flat Purchaser(s) under the provisions of the RERA Act, and the Maharashtra RERA Rules and subject to the terms of this Agreement, the right to use the common areas, amenities & facilities as provided under the **Schedule - VII** from the Developer

(hereinafter referred to as the “**Common Areas, Amenities and Facilities**”) at or for the purchase price mentioned herein subject to the Flat Purchaser(s) executing this Agreement and on the terms, conditions and covenants specified in this Agreement. The term “carpet area” for the purpose of this Agreement shall mean the net usable floor area of a flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat. The term “exclusive balcony” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a unit, meant for the exclusive use of the flat purchaser.

W. Under Section 13 of the RERA, the Developer is required to execute a written agreement for sale of the said Flat with the Flat Purchaser being in fact these presents and also to register the said Agreement for Sale under the provisions of the Registration Act, 1908.

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

1. **Recitals**

The Recitals, annexures and schedules in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the development of the Larger Property, this Agreement shall be read and construed in its entirety.

2. **Construction of the said Project**

2.1 The Developer in the Larger Project and as per the Larger Layout proposes to construct 4 commercial buildings on the Larger Property more particularly demarcated on the plan annexed as **Annexure “E”** (hereinafter collectively referred to as the “**Commercial Blocks**”) and 10 nos. of independent residential buildings on the portions of the Larger Property more particularly demarcated on the plan annexed as Annexure E (hereinafter collectively referred to as the “**Residential Blocks**”). However, the Developer may, at its discretion, amend the Larger Layout (without in any manner amending the Block Layout) whereby one of the extent and/or the number of buildings in the Commercial Blocks may be developed as a residential building and in that event the term “Commercial Blocks” shall be construed accordingly and such residential building(s) so constructed shall deem to form part of the Residential Blocks.

2.2 The Developer as a part of the Larger Project, is developing a portion of the Larger Property shown in cross lines on the plan annexed as **Annexure "F"** by constructing 4 residential buildings namely Ivy (T1-A), Fern (T2-A) Periwinkle (T3-B) and Indigo (T4-C) and 2 commercial buildings namely Marigold 2 and Marigold 3 (hereinafter referred to as the "**said Block**") as per the Larger Layout to the extent applicable to the said Block (hereinafter referred to as the "**Block Layout**"). The Developer as a part of the said Block, is constructing a multistoried residential building to be known as Ivy (T1-A)/Fern (T2-A)/Periwinkle (T3-B)/Indigo (T4-C) (hereinafter referred to as the **said Building**) more particularly described in Schedule VIII-B comprising of residential flats together with the amenities and facilities to be provided in the said Flat, said Building and said Block as per the building plans presently approved and sanctioned by the said Corporation and other concerned public bodies/authorities and which have been inspected and approved by the Flat Purchaser(s) and subject to the applicable laws, with such variations, modifications and alterations as the Developer or the Architects may consider necessary or expedient after obtaining the consent (if required) of such number of allottees of the said Block, as per the RERA Act and/or as may be required by the concerned local authorities or the Government to be made in them or any of them from time to time **PROVIDED** that in carrying out any amendment/variation/modification required to be carried out to the Block Layout, or plans, designs, amenities, facilities, and specifications from time to time by any order/direction issued by a governmental authority or due to any change in the applicable law, the Developer shall not be required to obtain the prior consent of the Flat Purchaser(s).

2.3 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat. The Flat Purchaser hereby agrees to comply with all the terms and conditions as may be imposed by the local authorities in this regard.

3. **Payment of Purchase Price**

3.1 The Flat Purchaser(s) hereby agrees to acquire and purchase from the Developer and the Developer hereby agree to sell to the purchaser the residential Flat bearing No. _____, on the _____ floor of the Building _____ having carpet area of _____ sq. meters equivalent to _____ square feet (carpet area) bounded by red colour boundary line on the floor plan hereto annexed and marked as **Annexure - H** and a balcony admeasuring [__] sq. metres equivalent to [__] square feet more particularly

described in **Schedule VIII-A** to be/being constructed on the portion of the Larger Property (hereinafter referred to as “the said **Flat**”) at or for the price of **Rs.**_____/- (_____) including proportionate price of common areas and the facilities and/or limited common areas and facilities appurtenant to the said Flat. A copy of the Architect’s area certificate is annexed and marked hereto as **Annexure ‘K’**.

3.2 The Flat Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Flat Purchaser a garage/covered parking space bearing No. _____ situated at _____ Basement/Stilt/Podium being constructed in the said Building/Block Layout for the consideration of Rs. _____/- .

3.3 The total aggregate consideration amount of the said Flat including Garage/Covered Parking Space is thus Rs. _____/- (subject to deduction of tax deducted at source (TDS) as per applicable law) (hereinafter referred to as the “**Purchase Price**”).

3.4 The Flat Purchaser(s) hereby agrees to pay to the Developer the aforesaid Purchase Price of **Rs.**_____/- (_____) (subject to deduction of tax deducted at source (TDS) as per applicable law) in the manner and as per the installments stated in **Schedule-III A**. All cheques/demand drafts/pay orders/NEFT payable by the Flat Purchaser under this Agreement pertaining to the Purchase Price and all the sums, taxes, costs, and charges payable by the Flat Purchaser as set out in **Schedule III-B** shall be paid in the bank account designated by the Developer being account no. [___], [___] Bank, [___] branch (hereinafter referred to as the “**Designated Account**”).

3.5 The Developer shall send a written intimation to the Flat Purchaser(s) demanding payment of the respective installment of the Purchase Price to be payable by the Flat Purchaser(s) within the period mentioned in such intimation which shall be sent to the Flat Purchaser(s) by the Developer when the same falls due as per clause 3.4 above. The Flat Purchaser(s) hereby confirms that the respective installments of the Purchase Price payable by the Flat Purchaser(s) under this Agreement shall be paid within 10 days from the date of written intimation without any delay or default as TIME IN RESPECT OF THE SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT BY THE FLAT PURCHASER(S) TO THE DEVELOPER IS OF THE ESSENCE OF THE CONTRACT.

3.6 The Flat Purchaser agrees and confirms that the certificate of the Architect of the Developer shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments under Clause 3.4 above are completed as mentioned in the letter of intimation from the Developer to the Flat

Purchaser, and the Flat Purchaser shall make payments of the respective installments within 10 days from date of receipt of letter of intimation from the Developer, time being of the essence to the Agreement. The Flat Purchaser shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of Architect of the Developer. However, the Developer may at their sole discretion, allow a rebate for early payments of the installments of the Purchase Price by discounting such early payments at the rate of [__] % per annum for the period by which the respective installment has been prepaid.

3.7 The Flat Purchaser hereby agrees, confirms and consents that the Purchase Price is fixed on a lump sum basis based on the carpet area of the said Flat as per the presently approved plan and as certified by the Architect, and the Purchase Price may be increased or decreased based on the actual carpet area made available to the Flat Purchaser and the Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal reduction.

3.8 Upon completion of the said Flat and receipt of occupation certificate, the Developer's Architect shall survey and measure the said Flat, and the Developer shall furnish a copy of the Architect's certificate certifying the actual carpet area of the said Flat. However, the Parties hereby agree and confirm that the Parties shall not demand any reduction in the Purchase Price or seek additional sums towards Purchase Price in the event of any upward or downward deviation of the actual carpet area of the said Flat up to 3% (three per cent). The Parties hereby agree and confirm that the Purchase Price of the said Flat shall be revised and re-calculated by the Developer in the event the actual carpet area of the said Flat provided to the Flat Purchaser deviates upward or downward beyond 3% (three per cent). The calculation of the Purchase Price, shall be made by the Developer on the same rate per square metre as has been agreed between the Parties at the time of execution of this Agreement. In the event if there is an increase in the carpet area of the said Flat beyond 3% (three per cent), the Flat Purchaser undertakes to pay such additional consideration over and above the Purchase Price as may be reckoned by the Developer. Further, in the event if there is reduction in the carpet area of the said Flat beyond 3% (three per cent), the Developer undertakes to refund the excess amount of the Purchase Price to the Flat Purchaser in the manner stipulated in the Maharashtra RERA Rules. The Flat Purchaser authorizes the Developer at their discretion, to adjust/appropriate any outstanding dues of the Flat Purchaser against any prior installment paid by the Flat Purchaser in such manner as the Developer may deem fit, and the Flat Purchaser undertakes not to object/demand/direct to such adjustment by the Developer.

3.9 The Purchase Price mentioned in clause.3.4 hereinabove is the net consideration and Flat Purchaser(s) shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, cess, goods and service tax, (GST) (if applicable) or any other taxes as applicable or as may be levied in the future. The said taxes shall be paid by the Flat Purchaser immediately on demand. The Developer has informed the Flat Purchaser that as per the prevalent law, the VAT is payable on execution of agreement and service tax shall be due simultaneously with amounts falling due as per the schedule of payment mentioned in clause 3.4

3.10 The price herein is based on the present ruling market price as of materials, labour and services. It is expressly agreed between the Parties hereto that in the event of the cost of construction of the said Building increasing due to increase on account of development charges payable to the said Corporation and/or any other increase in charges which may be levied or imposed by the said Corporation/concerned governmental authority from time to time, estimated over and above INR [__] per sq. feet, the Developer shall be entitled to an increment in the consideration to the extent of the increase in the cost of construction as aforesaid and such additional consideration shall be payable proportionately by the Flat Purchaser to the Developer along with unpaid balance consideration. The Developer agrees that while raising a demand on the Flat Purchaser for increase in development charges, costs or levies imposed by the said Corporation or the concerned governmental authority, the Developer shall enclose the relevant notification/order/rule/regulation published or issued in that regard, along with the demand letter.

4. Common areas, amenities and facilities

4.1 It is expressly agreed that the Flat Purchaser shall be entitled to the following common areas, amenities and facilities listed at **Schedule VII**: (a) the common areas, amenities and facilities in the Flat (hereinafter referred to as the “**said Flat Common Areas and Amenities**”), (b) the common areas and facilities and amenities which are common for the flat purchasers of the said Building (hereinafter referred to as the “**said Building Common Areas and Amenities**”). The said Building Common Areas and Amenities shall be maintained by the Organization of Purchasers for the said Building; (c) the common areas, amenities and facilities which are common for the use of all the flat purchasers in the residential buildings forming part of the said Project (“**Phase I Common Areas and Amenities**”) shall be jointly maintained by the two respective Organizations of Purchasers for the four residential buildings forming part of the said Project (d) common areas and amenities which are common for the use of all flat purchasers in the Residential Blocks only and not the Commercial Blocks and EWS Block (hereinafter referred to as “**Residential Blocks Common Areas and Amenities**”) and the same shall be maintained by the Apex Organization; and (e) common areas and

amenities which are common to the flat purchasers of the Residential Blocks and Commercial Blocks (hereinafter referred to as the “**Larger Project Common Areas and Amenities**”) and the same shall be maintained by the Apex Organization. The Developer states as per the phase wise development the following common areas and amenities shall be made operational by the following dates (i) the common areas and amenities in the said Flat by [__]; (ii) said Building Common Areas and Amenities by [__], (iii) the Phase I Common Areas and Amenities by [__], (iv) the Residential Block Common Areas and Amenities by [__], and (iv) the Larger Project Common Areas and Amenities by [__]. The Flat Purchaser(s) further agree and confirm that save and except the common areas, amenities and facilities specifically and exclusively designated for the use of the various flat purchasers of the said Block, all the other common, areas, amenities and facilities provided under the list of Larger Project Common Areas and Amenities under Schedule VII shall be used for the common benefit of the various purchasers of the Larger Project as specified in this Agreement and the Developer shall also grant the user an enjoyment thereof to any other buildings and occupants thereof that may be constructed by them or their nominees or associates in the Larger Project. The Flat Purchaser shall, in a timely manner, bear and pay proportionate charges, dues, costs and outgoings for the Common Areas Amenities and Facilities. The Developer hereby informs the Purchaser that the Developer may provide an amenity in the form of a club house, swimming pool, and other recreational facility and amenities to be constructed on a portion of the Larger Property (hereinafter referred collectively to as the “**Club House**”) in a subsequent phase of the Larger Project. In case if such Club House is constructed by the Developer, it shall be used exclusively by all the purchasers of flats in the Residential Blocks of the Larger Project and shall be construed as the Residential Block Common Areas and Amenities.

4.2 The Flat Purchaser agrees that the Developer has the right to change the fixtures, fittings and amenities to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Developer. In such circumstances, the Developer shall substitute the fixtures, fittings and amenities in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Developer to offer at the earliest the possession of the said Flat/amenities and/or for any other reason whatsoever, after obtaining the consent (if required) of such number of allottees of the said Block, as per the RERA.

4.3 The Developer is desirous that respective purchasers of units/premises in each of the Commercial Blocks shall form and register independent organizations of unit purchasers. Further, subject to applicable laws, the various purchasers of units in the Commercial

Blocks shall use and access the common areas, amenities and facilities specifically and exclusively designated to each of them and shall/will waive their rights to access any other Project Blocks in the said Project and shall/will further waive their rights to use the common areas, amenities and facilities otherwise provided in the Larger Project. Accordingly, the various purchasers of the units in the Commercial Blocks shall be liable to pay charges and costs towards only the common areas, facilities and amenities exclusively designated for their respective Commercial Blocks and they shall not be liable to bear and pay any sums, charges or costs towards the operation, maintenance or otherwise of the Residential Block Common Areas and Amenities.

- 4.4 The various Commercial Project Block Societies along with the other organization of flat purchasers shall be enrolled as members of the Apex Organization (as defined hereinafter). Relevant provisions in respect of the aforesaid understanding shall be incorporated by the Developer in the documents/agreements entered into with the various unit purchasers of the Commercial Blocks. The Flat Purchaser(s) are aware and hereby acknowledge and confirm that certain common areas, amenities and facilities for the common use and benefit of all the purchasers of flats comprising the Residential Blocks (including the Flat Purchaser(s)) i.e. the Residential Block Common Areas and Amenities are proposed to be situated on the terraces of the Commercial Blocks developed on the various portions of the Larger Property. Accordingly, the Flat Purchaser(s) along with the other purchasers of flats in the Residential Blocks will be entitled to access the terrace of the Commercial Blocks to use and enjoy the Residential Block Common Areas and Amenities. The various purchasers of flats of the EWS Block as well as the various purchasers of the units of the Commercial Blocks shall/will waive their rights to access and use the aforesaid common areas, facilities and amenities. However, the Flat Purchaser hereby agrees, acknowledges and confirms that the rights of the Flat Purchaser will be restricted to the use of the terrace of the Commercial Blocks only for the limited purpose of using the Residential Block Common Areas and Amenities provided therein and for no other purpose whatsoever.
- 4.5 The Flat Purchaser(s) shall not at any time be entitled to access any other portions of the Commercial Blocks. Further, as these such common areas, facilities and amenities are exclusively developed for the common use and benefit of the purchasers of flats of the Residential Blocks, the Flat Purchaser along with the other purchasers of flats in the Residential Blocks shall be obliged and liable to proportionately bear and pay the maintenance, costs, charges and outgoings of the Residential Block Common Areas and Facilities and the purchasers of flats/units of the Commercial Blocks shall not be liable to bear or pay the same. The aforesaid arrangement shall be binding on the organization of the purchasers for each of the Residential Blocks and the Commercial Blocks and relevant provisions in this regard shall be included in the bye-laws of the organization of purchasers formed and registered for each of the Residential Blocks and the Commercial Blocks, respectively.

5. Floor Space Index

- 5.1 The Larger Project (including the said Block) will be constructed by the Developer by using such present and future built-up area, inherent floor space index, additional floor space index and/or transferable development rights that is and may be available to the Developer, and/or such other global Floor Space Index (hereinafter referred to as “FSI”) that may be available to the Developer as granted/permitted by the concerned authority from time to time, and the construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the layout, plans, designs and specifications sanctioned by the concerned authorities and/or other concerned authorities and which have been inspected by the Flat Purchaser.
- 5.2 The Developer hereby declares that the FSI available in respect of the Larger Property is as per the Proforma - II annexed hereto as **Annexure – J** and that no part of the said FSI has been utilized by the Developer elsewhere for any purpose whatsoever. The Developer declares that the FSI available in respect of the Larger Property is [__] sq. metres and the Developer has planned to utilize FSI of [__] sq. metres by availing TDR/FSI on payment of premium 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 of Development Control Regulation which are applicable to the Larger Layout. The Developer has disclosed the FSI of [__] sq. metres is proposed to be utilized by them for the said Block and the Flat Purchaser(s) have agreed to purchase the said Flat on the understanding that the declared FSI shall belong solely to the Developer.
- 5.3 Further, the Developer has informed the Flat Purchaser(s), and the Flat Purchaser(s) are aware and have understood that the said Project shall be developed in a manner that the total FSI available for the development of the Larger Project over the Larger Property shall be utilized globally for development of the Larger Project and therefore, the extent of FSI utilized for the development of each of the Project Blocks (including the said Block where the said Flat will be constructed) on the various portions of the Larger Property would not be equal to or proportionate to the FSI available on such portions of the Larger Property where the respective Project Blocks (including the said Block) are actually being constructed.
- 5.4 The Flat Purchaser(s) hereby agrees, acknowledges and confirms such disproportionate utilization/global utilization of FSI and shall not at any time dispute or object the same in any manner. The Flat Purchaser(s) hereby agrees, confirms and acknowledges that save and except the said Block that is being developed on a portion of the Larger Property, the Developer shall be entitled to, at its sole and absolute discretion, carry out development of the Project Blocks (excluding the said Block where the said Flat is

being constructed) on the remaining portion of the Larger Property (save and except the Common Areas, Amenities and Facilities stated in Schedule - VII forming a part of the Larger Property) by causing such number of constructions as may be sanctioned in the Larger Layout.

5.5 The Developer shall be entitled to amend the Larger Layout (i.e. the Project Blocks excluding the said Block) in accordance with the RERA and the Flat Purchaser hereby agrees and confirms that they shall not dispute or object such development of the remaining portion of the Larger Property in any manner whatsoever. Additionally, the Developer shall be entitled to make variations, alterations and modifications in the Block Layout, plans, designs and specifications from time to time and construct such additional floors and/or buildings as per such revised plans, as it considers necessary in the Block Layout after obtaining the consent (if required) of such number of allottees of the said Block, as per the RERA, or as may be required by the concerned authorities, as per the applicable laws. Provided further that the Developer agrees to obtain separate consent of the Flat Purchaser in respect of such variation, alteration or modification, if the same may adversely affect the said Flat.

5.6 The Developer shall always have the right and be entitled to purchase and acquire further Transfer of Development Rights (TDR) from the market and consume the same on the said Larger Property or utilize any additional FSI that may be available to them either by way of TDR or increase in FSI due to changes in Development Control Regulations, additional FSI by paying premium to the Corporation/Local Body/Competent Authority, and construct additional structures, make alterations and deal with the same in the manner the Developer deem fit and proper and the Flat Purchaser hereby consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the building plans from time to time as far as it does not adversely affect the said Flat and the structure of the said Building.

5.7 The Developer shall be entitled to use/consume the aforesaid additional F.S.I. till the execution of conveyance in favour of the Society or any form of Organization formed and registered by the Developer. Further, it being clearly agreed and understood by the Flat Purchaser(s), that any benefit available by way of increase in FSI, which may be available by way of global FSI on the Larger Property shall be only for the use and utilization of the Developer, and the Flat Purchaser shall have no right and/or claim in respect of the same, whether during the time of commencement of construction or during construction or after construction having been completed until conveyance of the Larger Property and the amenities in favor of the Apex Organization (defined below) as per the terms of this Agreement.

6. **Delay/Default in making payments by the Flat Purchaser**

- 6.1 If the Flat Purchaser makes any delay or default in making payment of any of the installments or amounts or commits any default in observing terms and conditions of this Agreement, the Developer shall without prejudice to its other rights and remedies under the applicable laws and under this Agreement, be entitled to charge interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) on all such amounts and installments from the date of default till full payment and/or receipt thereof by the Developer. If the Flat Purchaser fails to pay any installment of the Purchase Price or amounts under Schedule IIIA and IIIB of this Agreement or any other taxes/amounts/charges payable to the Developer in terms of this Agreement, the Developer, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement by addressing a written notice to the Flat Purchaser notifying the intention of the Developer to terminate this Agreement and failure on the part of the Flat Purchaser to make such defaulted payments together with interest within 15 (fifteen) days from the date of such notice. PROVIDED AND ALWAYS that the power of termination herein contained shall be exercised by the Developer only after giving a 15 days' prior notice in writing to the Flat Purchaser(s) of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Developer intend to terminate this Agreement and if the Flat Purchaser(s) continues to default in remedying such breach/breaches as mentioned in the said notice from the Developer, the Developer shall upon expiry of 15 days' be entitled to forthwith terminate this Agreement, without any further notice to the Flat Purchaser(s).
- 6.2 Upon termination of this Agreement, the Parties shall execute and register a deed of cancellation to record the cancellation of this Agreement. The Flat Purchaser hereby agrees and undertakes to without any protest or demur, execute and register a deed of cancellation as and when called upon by the Developer and further agree to execute such other deeds, documents and writings as may be required by the Developer to fully and effectively terminate this Agreement (hereinafter collectively referred to as the “**Cancellation Documents**”). It is further agreed by the Parties that upon termination of this Agreement as stated hereinabove, the earnest money equivalent to 10% (Ten Percent) of the Purchase Price shall be forfeited by the Developer together with the amount of interest payable by the Flat Purchaser in terms of this Agreement from the dates of default in payment till the date of actual payment, including Service Tax, VAT and / or any other amount due and payable by the Flat Purchaser and / or paid by the Developer in respect of the said Flat and the taxes and outgoings, if any, due and payable by the Flat Purchaser in respect of the said Flat up to the date of termination of this Agreement (hereinafter collectively referred to as the “**Forfeiture Amount**”). Pursuant to such forfeiture and subject to execution and registration of the Cancellation Documents, the Developer shall refund to the Flat

Purchaser the balance of sum/installments of Purchase Price which the Flat Purchaser may have actually paid to the Developer till the date of termination without any interest on the amount so refundable within a period of 30 days from the date of termination of this Agreement. Upon termination of this Agreement, the Developer shall be at liberty to at its sole and absolute discretion deal with, dispose of and to sell the said Flat to such person or persons at such price and on such conditions as the Developer may desire and think fit in its absolute discretion and the Flat Purchaser shall have no objection for the same. Further, the Flat Purchaser hereby agrees and confirms that the Developer shall not be liable to pay to the Flat Purchaser any interest, compensation, damages, costs or otherwise, and shall also not be liable to reimburse to the Flat Purchaser any government charges, stamp duty, registration fees, etc. paid by the Flat Purchaser and that refund amount stated as aforesaid shall be accepted by the Flat Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat. The Parties agree and confirm that the Forfeiture Amount, recovered and/or adjusted from the amounts re-fundable to the Flat Purchaser(s) as stated herein shall be construed as pre-estimated liquidated damages and Parties shall not at any time hereafter raise objections or dispute the same.

7. **Developer's rights**

7.1 It is expressly agreed that right of the Flat Purchaser(s) under this Agreement is restricted only to the said Flat agreed to be sold by the Developer and right of all the prospective purchasers of premises in the said Building shall be restricted to the land married to the plinth area and all other premises and/or portion or portions of the Larger Property including the layout area, roads, recreation ground etc., shall be the sole property of the Developer and the Developer shall be entitled to deal with and develop the same in any manner as may be deemed fit by them without any reference or recourse or consent or concurrence from the Flat Purchaser(s) in any manner whatsoever. The Flat Purchaser(s) hereby confirms and consents to the irrevocable right of the Developer to develop the remaining portion of the Larger Property in the manner deemed fit by the Developer without any further or other consent or concurrence from the Flat Purchaser and other purchasers in future.

7.2 The Developer has informed to the Flat Purchaser that, and the Flat Purchaser is aware that, as per the Scheme envisaged by the Developer:

- a) The Developer intends to develop the said Larger Property in phases and each phase/block forming part of the Larger Project is proposed to be registered as a separate project under the provisions of the RERA.
- b) The Developer intends to develop a portion of the Larger Property demarcated in pink color hatch lines on the plan annexed as Annexure - E by constructing 4

numbers of buildings to be known as Ivy (T1-A), Fern (T2-A), Periwinkle (T3-B) & Indigo (T4-C). The said Block shall comprise of 4 residential buildings viz. Ivy (T1-A) & Fern (T2-A), Periwinkle (T3-B) & Indigo (T4-C) and 2 commercial buildings viz. Marigold 2 and Marigold 3;

- c) The Developer has made provisions of right of access from the Larger Property to approach the Survey No.280 adjoining to the Larger Property for ingress and egress by foot or any vehicle of whatsoever nature more particularly demarcated on the plan annexed as Annexure A;
- d) As a part of the Larger Project and the Larger Layout, the Developer on a portion of the Larger Property more particularly demarcated in green color hatch lines on the plan annexed as Annexure - A is required to construct a building as per the D.C. Rules & applicable laws and handover the premises so constructed for the Economically Weaker Section (hereinafter referred to as the “EWS Block”).
- e) The Developer has informed the Flat Purchaser that the said Larger Property is being developed in a phased manner. It has been expressly made clear to the Flat Purchaser/s that he / she / they / it shall not be entitled to claim any rebate or reduction in the Purchase Price nor any other benefit from the Developer, as a result of such phased development and/or amendments, alteration, modification and/or variation carried out to the Larger Layout in the manner stipulated in the RERA and that the Developer shall cause to be carried out and the Developer shall be entitled to use the additional built-up area if any in the form of additional constructions, so granted to the Developer from time to time by the said Corporation or concerned authorities, in the manner stipulated in the RERA.
- f) The portion of the Larger Property more particularly shown on the plan annexed hereto as Annexure A is reserved as amenity open space as per the Development Control Regulations and more particularly described in the layout plan sanctioned by the said Corporation and upon the Developer developing the said reserved portion of the said Property/Larger Property and surrendering the same to the said Corporation, the Developer shall be entitled to accrue the benefit of Development Rights (DR) in the form of FSI which the Developer intend to utilize and consume on the said Larger Property and/or the said Property in accordance with the plans that may be sanctioned by the Corporation, and as per the applicable laws.
- g) A portion of the Larger Property more particularly shown on the plan annexed hereto as Annexure A is reserved for D.P. Road as per the Development Control

Regulations and more particularly described in the layout plan sanctioned by the said Corporation and upon the Developer surrendering the same to the corporation, the Developer shall be entitled to accrue the benefit of set-back /Development Rights (DR) in the form of FSI which the Developer intend to utilize and consume on the Larger Property by constructing additional floors or additional building in accordance with the plans that may be sanctioned by the said Corporation. Similarly, the Developer shall be entitled to use and utilize the remaining F.S.I. of the said Property upon the remaining portion of said Larger Property in accordance with the plans that may be sanctioned by the said Corporation;

- h) The Developer is negotiating to purchase and/or acquire development rights in respect of the adjoining properties (hereinafter referred to as “**Additional Property**”). The Developer shall at its option be entitled to include the Additional Property in the Larger Project and/or grant the right of way to such adjoining land owners or their assignees. The Developer may at its sole and absolute discretion expand the development of the Larger Project by including such Additional Property and in such an event, the term Larger Property shall deem to include the Additional Property and the term Larger Project shall be construed accordingly.
- i) The Developer, subject to applicable laws, shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Larger Property, layout, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas, garden spaces, and all or any other areas, amenities and facilities, without adversely affecting the actual area of the said amenities and facilities as the Developer may deem fit and in the manner stipulated by the RERA or if the same is required by the concerned authority.
- j) The Developer will form three separate organizations of purchasers of the four residential buildings viz. Ivy (T1-A), Fern (T2-A), Periwinkle (T3-B) and Indigo (T4-C) and 2 commercial buildings viz. Marigold 2 and Marigold 3. The Developer shall form a separate organization of flat purchasers for (a) Ivy(T1-A) & Fern (T2-A), (b) Periwinkle (T3-B) and Indigo (T4-C) and (c) Marigold 2 and Marigold 3 in the said Project. Provided always that, the Developer shall have option to form separate organization of each building if the same is permissible under local law time being in force. The nature of the organization to be formed in respect of each of the remaining Project Blocks to be constructed on the Larger Property and the type of transfer documents to be executed in favour of the organizations to be formed in respect of each of the

Project Blocks to be constructed on the Larger Property shall be determined at the sole discretion of the Developer.

- k) The Developer shall be entitled to put on hoarding/s illuminated or comprising of neon signs on any portion of the Larger Property or on the building or buildings to be constructed thereon or any parts thereof including the said Building and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior/terrace of the said Building/s or on any portion of the Larger Property as the case may be until conveyance of the said Building in favour of the Organization of Flat Purchaser(s). The Flat Purchaser/s in respect of the said Block shall not demand any amounts, deposits or any charges from the Developer by way of monthly maintenance charges or any other charges or outgoings for the use of such exterior/terrace or compound wall for the purpose of displaying of hoardings or advertisements etc., and for such other purposes as the Developer may deem fit.
- l) The Developer shall be entitled to construct site offices/sales lounge, RMC Plant, batching plant or such other structures as may be required on the Larger Property and shall have the right to access the same at any time without any restriction whatsoever and shall continue until the said Larger Property is developed.
- m) Nothing contained in this Agreement shall be construed to confer upon the Flat Purchaser any right, title and interest of any kind whatsoever into or over the said Larger Property or the said Building to be constructed thereon or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair-cases, terraces, recreation spaces, etc. will remain the property of the Developer until the said Larger Property and the said Building is transferred to the Organization of Purchasers upon the execution of the conveyance.
- n) The Flat Purchaser hereby expressly agrees and covenants with the Developer that in the event of all floors (or the wings) of the said Building are not ready for occupation simultaneously and in the event of the Developer offering license to enter upon the said Flat to the Flat Purchasers earlier than completion of all the floors and wings/other buildings on the said Building/Larger Property then and in that event the Flat Purchaser has no objection to the Developer completion the construction of the balance Floor/s (or wings) or building on the Larger Property without any interference or objection by the Flat Purchaser. The Flat Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Developer on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer shall be

entitled to either by itself or through its nominee to construct and complete the said floor or floors or wing/s or building/s on the said Larger Property as they may desire in its absolute discretion without any interference or objection or dispute by the Flat Purchaser.

- o) The Developer shall in respect of any amounts remaining unpaid by the Flat Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be purchased by the Flat Purchaser.

7.3 The Developer, its nominees or assigns shall be entitled to reserve enjoy and/or grant or give such right of way and passage from the said Larger Property for the purpose of going to and coming from the other property including the plots of land which may be developed by the Developer or its nominees and assigns at all time of day or night and for all purposes with or without animals, carts, carriages, wagon, motor cars or any vehicle loaded or unloaded into, upon or over the said Larger Property at such places thereon as the Developer may decide and enjoy and/or to give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables etc. in to under over or upon the said Larger Property at such places thereon as the Developer may decide and enjoy and/or give right to lay the service lines including water/drainage pipes, drainage chambers, electric cables etc. in to under over or upon the said Larger Property at such places as the Developer may decide to any one or more persons occupants and/or persons claiming through them or him on such terms and conditions as the Developer may deem fit and the Flat Purchaser and the Organizations of Purchasers/ Apex Organization (defined below) to be formed shall be bound by the same and shall not raise any objection whatsoever. It is specifically confirmed agreed and declared by the Flat Purchaser that he has agreed to purchase the said Flat knowing fully well such rights of the Developer which shall continue to subsist even after formation of the Organizations of Purchasers/ Apex Organization and execution of Conveyances in favour of the Organizations of Purchasers/ Apex Organization, as the case may be, and necessary clause containing such rights shall be incorporated in the Conveyances to be executed in favour of the Organizations of Purchasers/ Apex Organization.

The aforesaid conditions are of the essence of the contract and only upon the Flat Purchaser(s) agreeing to the said conditions, the Developer has agreed to sell the said Flat to the Flat Purchaser.

8. **Formation and conveyance in favour of the Organization of Purchasers**

8.1 The Developer will sell the flats intended to be constructed on the said Block with a view ultimately that the various purchasers of all the flats in the said Block shall be

admitted to three separate organizations of purchasers (either a co-operative housing society or by forming and registering condominiums under the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Maharashtra Apartment Ownership Rules, 1972 framed thereunder or by forming companies or such other entities/organization/association as permissible under the applicable laws) of the four residential buildings viz. (i) one organization of purchasers for Ivy (T1-A) and Fern (T2-A), (ii) one organization of purchasers for Periwinkle (T3-B) and Indigo (T4-C) and (iii) one organization of purchasers for the 2 commercial buildings Marigold 2 and Marigold 3 in the said Project (hereinafter referred to as “**Organization of Purchasers**”). Provided always that, the Developer shall have option to form separate organization of each building if the same is permissible under local law time being in force. . The Developer shall take steps for the formation of such separate Organization of Purchasers within a period of three months from the date 51% (fifty one percent) of the total number of flat/unit purchasers in the concerned buildings of the said Block have booked their flat/unit. It is further agreed and declared by the Parties that the Developer shall form a separate Organization of Purchasers for each of the other Project Blocks to registered under separate phases in such manner as they deem fit and as per the applicable laws.

8.2 The Developer as per the provisions of the applicable law, shall convey the buildings forming part of the said Block viz. (i) Ivy (T1-A) and Fern (T2-A); (ii) Periwinkle (T3-B) and Indigo (T4-C) and (c) Marigold 2 and Marigold 3 to the 3 (three) respective Organization of Purchasers formed for these buildings OR Organization of each Building (as the case may be) along with the FSI consumed therein (subject to the rights of the Developer to deal and dispose of the unsold flats in such buildings forming part of the said Block) by executing necessary deeds of conveyance in favor of the respective Organizations of Purchasers, within a period of 3 (three) months from the date of issuance of the occupation certificate. Each of the Organization of Purchasers shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings elated or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Developer may require and agreeing and undertaking to be bound by the same and the Flat Purchaser/s shall vote in favour of such resolutions.

8.3 The Flat Purchaser along with the other flat purchasers of the premises in the said Block forming and registering the separate Organization of Purchasers shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of such Organization of Purchasers and for becoming a member, and approving the bye-laws of the proposed Organization and duly fill in, sign and return to the Developer within

four days of the same being forwarded by the Developer to the Flat Purchaser, so as to enable the Developer to register the Organization of the Purchasers under the provisions of the Maharashtra RERA Rules.

- 8.4 No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Associations, 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. In the event the Organization of the Purchasers is formed and registered before the sale or disposal by the Developer of all the flats/premises in any building in the said Block, the Developer shall have the absolute authority and control as regards the unsold premises, flats, shops, offices & parking and the disposal thereof.
- 8.5 The Developer shall be liable to pay only the municipal taxes, at actual, in respect of the unsold flats. Even after the Developer developing the said Larger Property, the Developer shall continue to have a right to hold and/or dispose of the remaining unsold premises in the said Project in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Developer and the Flat Purchaser of such remaining premises shall be accepted as members of such the relevant Organization of Flat Purchasers without charging any premium or extra payment. The Developer 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 such the relevant Organization of Flat Purchasers, save and except the municipal taxes at the actual, membership fee, share money and entrance fee per member for such remaining unsold flats/premises. It is also agreed by the Flat Purchaser that the Developer will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises and parking spaces, if the Developer has paid the same in respect of the flats, shops, offices, units, premises and/or parking spaces which are not sold and disposed.

9. **Formation and conveyance in favour of Apex Organization**

- 9.1 The Developer shall form an apex organization/federation in respect of all the Organizations of Purchasers of all the Project Blocks (which includes the Organization of Purchasers of each of the Commercial Project Blocks and the Residential Blocks) as per the terms of the applicable law (hereinafter referred to as the “**Apex Organization**”) within a period of 3 (three) months from the date of receipt of occupation certificate in relation of the last building to be constructed as a part of the Larger Layout. The Developer shall convey the Larger Property along with (i) the said Building Common Areas and Amenities, (ii) Phase I Common Areas and Amenities, (iii) Residential Block Common Areas and Amenities and (iv) the Larger Project Common Areas and Amenities to the Apex Organization so formed by executing and registering necessary Deed of Conveyance in favour of the Apex Organization, within a period of 3 (three) months from the date on which the Apex

Organization is constituted or within a period of 3 (three) months from the date of issuance of occupation certificate in relation of the last building to be constructed as a part of the Larger Layout, whichever is earlier.

- 9.2 The Apex Organization shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement (executed or to be executed by and between the Parties hereto) or such of them as the Developer may require and agreeing and undertaking to be bound by the same and the Flat Purchaser/s shall vote in favour of such resolutions.
- 9.3 The Larger Project shall be deemed to be completed only on the completion of construction and development of the Larger Property by consuming entire permissible construction potential on the Larger Property in all respects and Occupation Certificate/s and/or Building Completion Certificate are obtained and all the conditions in the finally approved layout or amended layouts imposed by the local, public or statutory bodies or authorities in respect of the Larger Property are complied with by the Developer (but not otherwise). The Flat Purchaser, and each of Organization of Purchasers of shall be bound by the conditions stipulated in their respective Occupation Certificate/s.
- 9.4 The deed of conveyance to be executed in favour of the Organization of Purchasers/ Apex Organization shall contain suitable provisions in respect of the use and maintenance of the common infrastructure / services / facilities / amenities etc. The Deed of conveyance shall further contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developer in its sole, absolute and unfettered discretion, including the following:
- (i) Covenants which shall run with the land and which shall be binding upon, the purchasers and his/her/their/its heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Organization of Purchasers;
 - (ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the owner/developer of any contiguous or adjacent or adjoining lands and/or any other person/s, over or through the Larger Property or any part thereof;
 - (iii) Declaration/s and confirmation/s of and from the purchasers, the Organization of Purchasers, and the Apex Organization in respect to the use of the common infrastructure/ facilities and amenities with the purchasers of premises developed on the said Larger Property;

- (iv) Declaration/s and confirmation/s of and from the purchasers, the Organization of Purchasers and the Apex Organization in respect of the sole and absolute authority of the Developer regarding sale, transfer, assignment and/or disposal of unsold flats, premises and parking spaces, including additional construction, carried out on the said Larger Property and/or in the said Project by utilizing and consuming the FSI, FAR, development rights, and TDR or sale, transfer, assignment and/or disposal thereof and the Developer's sole right to enjoy and appropriate the revenue, income and benefits thereof; and
- (v) Declaration/s and confirmation/s of and from the purchaser/s, Organization of Purchasers in respect of the sole and absolute authority of the Developer regarding any contracts, arrangements, memorandums and/or writings executed for the said Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said Building and/or the said Project including power and authority to collect the entire outgoings, provisional charges and other amounts for such consideration and on such terms and conditions as the Developer may deem fit.

9.5 The conveyance deed and all other documents to be executed in pursuance of this Agreement as also the bye-laws, rules and regulations in connection with the formation and/or registration of each of the Organizations of Purchasers for each of the Project Blocks as well as the formation and registration of the Apex Organization shall be prepared and approved by the Advocates appointed by the Developer and the same will contain such covenants and conditions as the Advocates shall think reasonable and necessary having regard to the development of the Larger Property, construction of buildings thereon and manner of management of the buildings in the said Block. Any stamp duty, premium, registration charges or other miscellaneous charges incidental to execution of all such conveyance deeds of the said Buildings and said Larger Property and other documents and writings and for formation of the Organization of Purchasers and Apex Organization as well as the entire professional costs of the Attorneys-at-Law of the Developer in preparing and approving all such documents shall be borne and paid by the Organization of Purchasers/ Apex Organization or proportionately by all the flat purchasers in the said Building/said Block or the said Project, as the case may be.

9.6 The Developer shall if necessary become members of the Organization of Purchasers or the Apex Organization, subject to the applicable laws, in respect of its right and benefits conferred/reserved herein or otherwise. If the Developer transfers, assigns and disposes off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof shall become the members of the Organization of Purchasers in respect of the said rights and benefits. The Flat Purchaser herein and the Organization of Purchasers will not have any objection to admit such assignees or transferees as members of the Organization of Purchasers. In the event such Organization of Purchasers refuses to admit the nominees of the Developer as Members of the Organization of Purchasers then in such event the Developer shall adopt legal proceedings with the Registrar of Co-operative Society/concerned authority and claim for cost from the Organization of Purchasers by adopting legal proceedings in respect thereof.

10. **Deliver of possession of the said Flat**

10.1 It is expressly agreed that the possession of the said Flat will be handed over by the Developer to the Flat Purchaser by **August 2020**, (hereinafter referred to as the “**Delivery Date**”) provided the Developer has received the full purchase price of the said Flat under this Agreement and also have received all such amounts from other Flat Purchasers strictly as per time Schedule and other amounts payable by the Flat Purchaser to the Developer under this Agreement and the Flat Purchaser is willing and ready to make full payment of all amounts/deposits payable to the Developer in terms of this Agreement, and prior to such date, and the Flat Purchaser is not in breach of any other terms, conditions, undertakings, representations and covenants of this Agreement.

10.2 The Flat Purchaser hereby agrees that the possession of the said Flat may get delayed due to:

- a) war, civil commotion or act of God; and
- b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10.3 If the Developer is not able to give possession of the said Flat/car parking space to the Flat Purchaser on account of any reasonable cause or circumstances beyond its control, the Developer shall apply to the RERA Authority for a reasonable extension of a period during which the construction or development shall have been stalled. In the event of grant of extension of the RERA registration for the said Project, the Delivery Date shall

stand extended till the date of extension granted by the RERA Authority and the Flat Purchaser(s) shall not object to the same.

- 10.4 If the Developer fails or neglects to give possession of the said Flat to the Flat Purchaser on the Delivery Date save and except as stated hereinabove or on account of any reasons beyond its control, then the Flat Purchaser shall be entitled to terminate this Agreement by giving a 15 days' notice in writing to the Developer and the Developer shall on demand refund the extent of Purchase Price already paid by the Flat Purchaser under this Agreement in respect of the said Flat and to the extent received by it (save and except the amount of interest which may have been paid or become payable by the Flat Purchaser for late payment of installments) along with interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) from the date of the receipt of such amount from the Purchaser till the date of payment to the Flat Purchaser, including compensation (if any) in the manner provided under the RERA Act.
- 10.5 Upon such termination and execution of the Cancellation Documents by the Parties and refunding the amount together with interest and payment of compensation (if any) as per the RERA Act and the rules made thereunder, neither party shall have any further claim against the other in respect of the said Flat or arising out of this Agreement and the Developer shall be at liberty to dispose of the said Flat to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit, without any reference or recourse to the Flat Purchaser. Alternatively, in the event the Flat Purchaser opts not to terminate this Agreement, the Developer shall pay to the Flat Purchaser interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public), for every month of delay, till the date of handing over possession of the said Flat.

11. **Manner of handover of possession of the Flat**

- 11.1 Upon receipt of the occupation certificate/part occupation certificate (as the case may be) in relation to the said Flat, and upon the Flat Purchaser making payment of the final installment of the Purchase Price to the Developer as per the terms of this Agreement, the Developer shall offer possession of the said Flat to the Flat Purchaser. The Flat Purchaser shall take possession of the said Flat within a period of two months from the date of

receipt of the Developer's notice in writing to the Flat Purchaser intimating that the said Flat is ready for use and occupation

11.2 The Flat Purchaser shall pay/deposit with the Developer before taking the possession of the said Flat the amounts specified in **Schedule-III A & Schedule-III B**. The Flat Purchaser hereby agrees that he/she/they shall not be entitled to question either the quantum of such amount mentioned in Schedule IIIA nor claim any interest thereon. It is further specifically agreed by the Flat Purchaser that if any amount, on account of Water Meter Deposit, Electricity Meter deposit, Development charges etc. is increased by the concerned authority till the Flat Purchaser takes the possession of the said Flat from the Developer, then in such event, such differential amount (i.e. amount increase by the Concerned Authority less amount mentioned hereinabove) shall be borne & paid by the Flat Purchaser. The Developer shall utilize the sum provided by the Flat Purchaser to the Developer as specified in Schedule - IIIB for meeting all legal costs, charges and expenses, including professional costs of the Attorneys at law/Advocates of the Developer in connection with the formation of the Organization of the Purchasers as the case may be, preparing rules, regulations and bye/laws and the cost of preparing & stamping the lease /Conveyance.

12. **Defect Liability**

12.1 If within a period of 5 (five) years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Developer any structural defect in the said Flat or the said Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at his own cost and in case the promoter does not rectify such defects, then the Flat Purchaser is entitled to receive from the Developer, compensation for such defect rectification in the manner as provided under the RERA Act.

12.2 Provided however, that the Flat Purchaser or the Organizations of Purchasers shall not carry out any alterations of the whatsoever nature in the said Flat/ said Building of a phase/wing and in specific the structure of the said unit/ wing/phase of the said Building which shall include but not be limited to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Flat Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, waterproofing treatments which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, then the defect liability automatically shall become null and void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Developer, and shall not mean defect/s caused by

normal wear and tear and by negligent use of said Flat by the Flat Purchaser, vagaries of nature etc.

- 12.3 That it shall be the responsibility of the Flat Purchaser to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement / epoxy to prevent water seepage.
- 12.4 Further where the manufacturer warranty as shown by the Developer to the Flat Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said flat / Building / phase / wing, and if the annual maintenance contracts are not done / renewed by the Organization of Purchasers / Apex Organization the Developer shall not be responsible for any defects occurring due to the same.
- 12.5 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- 12.6 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit / building / phase / wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in climate and temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 12.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit / phase / wings and in workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Provided always that, in case of any dispute and/or difference of opinion with regards to compensation, the Adjudicating Officer shall have authority as defined in RERA Act to decide such compensation, if the decision of the Adjudicating Officer is not acceptable to either of party in such event, the aggrieved party can approach the Appellate Authority as defined in RERA Act and RERA Rules.

12.1

13. **Payment of outgoings, maintenance and taxes**

- 13.1 Upon expiry of seven days from the receipt of the notice in writing is given by the Developer to the Flat Purchaser that the said Flat is ready for use and occupation, the Flat

Purchaser shall be liable to bear & pay the proportionate share (i.e. in proportion to the floor area of the Flat) of the outgoings in respect of the said Larger Property and the said Building namely taxes, betterment charges or such other levies by the concerned local authorities and /or Government, water charges, insurance, common MSEB charges, repairs, STP charges, lift maintenance charges, and salaries of clerks, watchmen, sweepers, charges towards DG maintenance, firefighting services and maintenance and all other expenses necessary and incidental to the management and maintenance of the said Larger Property and the said Building.

13.2 Until the Organization of the Purchasers is formed in respect of the said Block and until conveyance of the Larger Property to the Apex Organization, as the case may be, in lieu of the Developer carrying out maintenance of the said Project, the Flat Purchaser shall pay to the Developer such proportionate share of outgoings and/or overheads as may be determined by the Developer from time to time.

13.3 The Flat Purchaser further agrees that till his share is so determined he/she/they shall pay to the Developer provisional monthly contributions of **Rs. _____/-** per month towards the outgoings (subject to increase in the charges levied by the Concerned Authority) and **Rs. _____/-** per month towards Property/Assessment Tax. The Flat Purchaser hereby agrees to be bound and liable to bear and pay such increased charges, if any, without any objection from the date of possession or from the date of letter of intimation by the Developer or from the period of increased charges, as the case may be. The amount so paid by the Flat Purchaser to the Developer shall not carry any interest and remain with the Developer until the execution of the conveyance in favour of the Organization of Purchasers.

13.4 The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever and in the event of any delay in such payment (then notwithstanding the rights available with the Developer under law or under this Agreement), the Flat Purchaser(s) shall be liable to pay interest at the rate of the State Bank of India highest marginal cost of lending rate plus two per cent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) from the due date of payment until actual payment. However, the Developer shall not be required to pay proportionate share of the maintenance charges of the premises which are not sold and disposed of by the Developer. The Developer shall maintain separate account for aforesaid amounts and shall submit account to the Organization of the Flat Purchaser of the said Block at the time of handing over of management to the Organization of Flat Purchasers, the Developer shall not be liable to provide any interim accounts.

13.5 In the event of the Developer having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges etc. payable to any Sanctioning Authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Flat Purchaser to the Developer in proportion to the carpet area wherever applicable of the said Flat or otherwise as may be determined by the Developer. Nonpayment of the same shall constitute a breach of this Agreement.

13.6 The Flat Purchaser agrees to bear and pay the VAT, Service Tax, GST, interest and penalty (if any) payable in respect of the transaction of sale of the said Flat between the Developer and the Flat Purchaser under this Agreement. The Flat Purchaser further agrees and confirms that the aforesaid obligation to pay any further or other amounts towards the VAT/Service Tax, GST interest and penalty by the Flat Purchaser will be charge on the said Flat agreed to be purchased by the Flat Purchaser. It is also agreed between the Developer and Flat Purchaser that since the Flat Purchaser is liable to bear and pay the VAT, Service Tax, GST, interest and penalty (if any) payable in respect of the transaction of sale of the said Flat between the Developer and the Flat Purchaser under this Agreement, if such amount is paid by the Developer or required to be paid by the Developer to the concerned authority, then in such event, the Flat Purchaser shall be forthwith liable and responsible to reimburse such amount to the Developer upon receipt of written intimation from the Developer in that behalf.

13.7 In case of delay, the Flat Purchaser shall be liable to pay interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).

13.8 The Flat Purchaser hereby agrees and confirms that any liability, tax, duties or impositions including service tax, works contract tax, VAT, GST etc. related to the construction on the said Larger Property and/or any activity whatsoever related to the said Flat shall be due and payable by the Flat Purchaser on a pro rata basis. The Developer shall have the right and be entitled to recover such amounts proportionately or otherwise if required by the law from the Flat Purchaser and the Developer' decision in respect of the same shall be final and binding to the Flat Purchaser.

14. **Loans availed by Flat Purchaser(s)**

14.1 The Flat Purchaser may seek a loan from financial institutions or banks or any other lender (hereinafter referred to as the “**Lender**”) against the security of the said Flat only after and subject to the consent and approval of the Developer. The Flat Purchaser's obligation to purchase the said Flat shall not be contingent on the Flat Purchaser's ability or competency to obtain such financing and the Flat Purchaser will remain bound under

this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Flat or any reason whatsoever. The Flat Purchaser hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case the Lender does not sanction the loan or delays in disbursements for any reason whatsoever. In the event of (a) the Flat Purchaser committing a default in payment of the installments of the consideration amount and (b) the Developer exercising its right to terminate this Agreement, the Flat Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Flat Purchaser shall obtain the necessary letter from the Lender stating that the Flat Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender and subject to the terms of this Agreement and execution and registration of Cancellation Documents, the Flat Purchaser shall be entitled to the refund of the amount so paid by him to the Developer towards the said Flat. Notwithstanding the above, the Flat Purchaser's obligation to make the payment of the installments of the Purchase Price and the other sums payable under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

14.2 It is expressly agreed and undertaken by the Flat Purchaser that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Flat/premises allotted to him under this Agreement, the disbursement of such loan shall be made directly in the name of the Developer and the installments of the Purchase Price shall be paid into the Designated Account. However, on non-payment of such loan by the Flat Purchaser, the recourse available to the financial institution would be subject to the terms of this Agreement and be only to such Flat/premises allotted to the Flat Purchaser and not to the land and buildings belonging to the Developer or any other portion of the Larger Property or the said Project. On the bank/financial institution agreeing to the above, the Developer shall be deemed to have granted its' no objection to such Flat Purchaser to raise housing loan only on the aforesaid conditions and not otherwise.

15. **Covenants of the Flat Purchaser**

The Flat Purchaser with the intention to bring in and bind all persons into whomsoever hands the said Flat may come, doth hereby covenant with the Developer as follows:-

- a) To maintain the said Flat at the Flat Purchaser's own cost in good tenantable repair and condition from the date on which the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building/s or to the staircase or any passage/s or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change /alter or make addition in or to the said Building or the said Flat itself or any part thereof.

- b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of goods which are objectionable to by the concerned local or other authority and shall not carry or cause to be carried heavy package to the upper floors which may damage or are likely to damage the stair-cases, common passages or any other structure of the said Building including entrance of the building and in case any damage is caused to the said Flat or the said Building or any other premises or any part thereof on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- c) To carry out at his own costs all internal repairs to the said Flat and maintain the said Flat in the condition, state and order in which it was delivered by the Developer to the Flat Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Flat which constitutes a breach or default under the rules and regulations and bye-laws of the concerned local authority or other public body AND in the event of the Flat Purchaser committing any act in contravention of the above provisions, the Flat Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and / or any other public authority. To carry out such repairs / maintenance / alterations during such timings whereby the neighbors are not adversely affected. The Flat Purchaser shall make good the damage done to the neighborhood flat which would have occurred due to alterations/modifications/furniture work done by the Flat Purchaser in his premises.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portions, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams walls, slabs, flooring, RCC part or other structural members in the said Flat.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said properties and the said Building/s or any part thereof or whereby any increase in 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 Flat in the compound or any portion of the Larger Property and the said Building.
- g) to co-operate with the Developer and allow the Developer and/ or its agents, surveyors, workers, etc. to enter the said Flat for the purposes of carrying out all the repairs, fixing leakages, etc. and it is further agreed by the Flat Purchaser that in the event, the Flat Purchaser refuses to co-operate with the Developer and/ or its surveyors, agents, workers, etc then he shall be liable to pay a sum of Rs.1,00,000 (Rupees One Lac) per month calculated on daily basis to the Developer as and by way of penalty for the damage and losses accruing thereon).
- h) Not to affix or put any grills outside the window as well as not to change material, color, windows, chajjas, railings, etc. due to which likely possibility to spoil the exterior elevation or cause leakage or damage the color/paint of the premises and building and shall not do core cut in RCC walls without written approval from Developer
- i) Not to put or keep plant pots, signboards and / or any object outside the windows.
- j) To pay to the Developer within seven days of demand by the Developer, his/her share of any deposits demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building.
- k) To bear and pay all the maintenance charges including any increase in local taxes, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Corporation and/or Government and/or other public authority whether on account of change of user of the said Flat by the Flat Purchaser or otherwise.
- l) to bear and pay all the charges as and when demanded by the Developer in respect of the water or any other facility, if any, supplied/provided by the Developer from outside resources till such facility provided/agreed to be provided by the Corporation/authority becomes fully functional;
- m) to bear and pay all service tax, works contract tax, VAT etc. and such other levies, if any, and any additional taxes which may be imposed with respect to the construction on the Larger Property and/or any activity whatsoever related to the said Flat by the Corporation and/or State/Central/Government and/or Public Authority from time to time;

- n) The Flat Purchaser hereby agrees and confirms to use the said Flat only for residential use.
- o) The Flat Purchaser shall not let, sub-let, transfer, assign or grant on leave and license or part with Flat Purchaser's interest or beneficial factor of this Agreement or part with the possession of the said Flat until the Flat Purchaser has obtained in writing the consent of the Developer and the entire sum of Purchase Price and all the dues payable by the Flat Purchaser to the Developer under this Agreement are fully paid up and only if the Flat Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and subject however to the payment of transfer premium by Flat Purchaser and/or such intending transferee to the Developer at the rates as may be decided by the Developer at its sole discretion, and the Flat Purchaser and the intending transferee agrees to and adheres to all the terms and conditions imposed by the Developer in this regard. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Flat Purchaser, under the terms and conditions of this Agreement, have a first charge/lien to the said Flat, and the Flat Purchaser shall not transfer the same, in any manner, whatsoever, without making full payment of all amounts payable by the Flat Purchaser(s) under this Agreement to the Developer.
- p) The Flat Purchaser shall observe and perform all the rules and regulations which the Organization of Purchasers will 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 Block (where the said Building is situated) and the premises 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Organization of Purchasers regarding the occupations and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- q) Till a Conveyance of the Larger Property is executed in favor of the Apex Organization as aforesaid, the Flat Purchaser shall permit the Developer and its Surveyors and Agents with or without workmen and others, at all reasonable times, to enter into and upon the said Larger Property and the building/s or any part thereof to verify and examine the state and condition thereof.

- r) Not to change the external colour scheme, pattern of the colour of the Building or the exterior elevation or the outlay of the Building;
- s) Not to fix any grill to the Building or windows except in accordance with the design approved by the Developer;
- t) The Flat Purchaser/s hereby declare, confirm and undertake to abide by the terms and conditions mentioned hereinbefore in the sub-clause (a), (b), (c) & (d). The Flat Purchaser hereby confirms that if the Flat Purchaser requests for and have been provided access to the said Flat to carry out interior work fit-outs prior to grant of possession of the said Flat by the Developer, the Flat Purchaser agrees and undertakes to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Developer / Organization of Flat Purchasers and the said Corporation and without causing any disturbance, to the other purchasers of premises in the said Building or the said Block.
- u) The Flat Purchaser further agrees and undertakes to deposit with the Developer / Organization of Flat Purchasers (as the case may be), a sum as may be decided by the Developer/Society to be utilized by the Developer/Organization of Flat Purchasers, in case of any damage, caused to the said Building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Flat is completed, and shall be refunded without interest to the Flat Purchaser, only in case the amount is not adjusted towards wear and tear and damages so caused, by the Flat Purchaser.
- v) The Flat Purchaser also agrees to make payment of such sum (per day) as may be decided by the Developer/ Organization of Flat Purchasers, towards the use of the lift and other amenities in the said Building, during the period in which the interior work is carried out in the said Flat. Further, the Flat Purchaser hereby agrees and confirm that he/she/it/they shall within 10 days from the demand made in this regard by the Developer, be liable to pay, without any dispute or demur, such charges as may be decided by the Developer towards consumption of electricity and water for carrying out such interior work and also towards maintenance and management of the said Building and the said Project even though the Flat Purchaser would not have been provided possession of the said Flat.
- w) Further the Flat Purchaser hereby agrees and confirms that they shall not carry out any interior work which would cause damage to flat of other Flat Purchasers. The Flat Purchaser hereby undertakes to reinstate/restore all the changes, alteration and modification in its original position and get repaired all the damage caused to other Flat Purchaser on account of any interior work in his/her/their flat at their own cost if any, carried out.

- x) The Flat Purchaser hereby undertake to indemnify and keep indemnified the Developer from the any loss and damage that may be caused due to changes/alteration/ modification and interior work carried out by him/her/them in violation of aforesaid clauses. The Flat Purchaser hereby agree, acknowledge and confirm that in the event any interior work is carried out by the Flat Purchaser in the said Flat, the Flat Purchaser shall then not be entitled to claim any rectification or compensation for any defect from the Developer as stated in this Agreement.
- y) The Developer will have a right to inspect all interior works carried out by the Flat Purchaser. In the event the Developer finds that the nature of interior work being executed by the Flat Purchaser is in any manner harmful to the said Building or to the owners of other flats or to the structure, façade and/or elevation of the said Building or is any manner inconsistent from the details provided by the Flat Purchaser as aforesaid then, the Developer shall be entitled to stop such interior works forthwith and the Flat Purchaser shall not be entitled to dispute or claim any reimbursement from the Developer for any loss suffered by the Flat Purchaser for such stoppage of interior works. While carrying out interior works the Flat Purchaser shall ensure that no portion of his/its floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed to take only a specified load.
- z) The Flat Purchaser will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Flat Purchaser, on a daily basis, at no cost to the Developer and no nuisance or annoyance whatsoever to the other purchasers. All costs and consequences in this regard will be to the account of the Flat Purchaser. The Flat Purchaser will further ensure that the contractors and workers engaged by the Flat Purchaser during execution of the interior work do not dump any work material of whatsoever nature either in the toilet, waste water line or soil line which may block the free flow of waste water, thus resulting in perennial chocking and leakage in the said Flat. The Flat Purchaser shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged at any time during the course of carrying out any works or thereafter.
- aa) If any damage is done in the common areas while bringing any material by the Flat Purchaser for his said Flat/premises then in that case, the Developer shall not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the said Flat/Building or common areas.

- bb) In the event, damage if any caused to the flat of Flat Purchaser/s herein and/or damage if any caused to the flat of other Flat Purchaser on account of interior work being carried out by the Flat Purchaser in his/her/their flat on account of violation of sub-clause (a),(b),(c), (d) mentioned herein above, the Developer shall be absolved from liability to carry out the repairing work in the flat affected on account of interior work being carried out by the Flat Purchaser in his/her/their flat on violation of sub-clause (a),(b),(c) & (d) stated herein above. These covenants shall be binding and operative even after the formation of the Organization of Purchasers of the said Block.
- cc) The Flat Purchaser will not claim/demand sub-division of the said Larger Property to be conveyed to the Apex Organization. It is further agreed that in view of the fact that the approvals obtained are in respect of the development on the said Larger Property, the Flat Purchaser and the Organizations of Purchasers/ Apex Organization when formed will not commit any breach or default which will result in the validity of the approvals obtained being vitiated.
- dd) The Flat Purchaser is aware and hereby confirm that the Larger Project has been conferred certification by the Indian Green Building Council (hereinafter referred to as “IGBC”). The Flat Purchasers hereby confirm that they shall not commit any act or omission to act whereby the terms and conditions stipulated by IGBC for such certification is violated. Necessary provisions in respect of adherence of the terms and conditions imposed by IGBC will be stipulated in the bye laws of the Organizations of Purchasers/ Apex Organization. A copy of the IGBC certificate is annexed hereto as **Annexure “L”**.
- ee) The Flat Purchaser(s) hereby agree and confirm that they shall at all times adhere to and comply with the terms and conditions stipulated in the approval and clearance provided and the rules and regulations framed by the Ministry of Environment and Forest (MoEF). A copy of the MOEF clearance is annexed hereto as **Annexure “M”**
- ff) The Flat Purchaser(s) hereby agree and confirm that they shall at all times adhere to and comply with the terms and conditions stipulated in the approval and clearance provided by the Maharashtra Pollution Control Board (MPCB) and pay necessary sums and charges towards the same as may be stipulated by the Developer/Organization of Flat Purchasers/Apex Organization, as the case may be. A copy of the MPCB clearance is annexed hereto as **Annexure “N”**.
- gg) The Flat Purchaser shall, at no time, demand partition of his interest in the said Flat/ said Building/Larger Property, it being hereby agreed and declared by the Flat Purchaser that his/her/their interest in the said Flat is impartable.

16. **Sale/assignment/mortgage of Developer's rights**

16.1 The Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of its right, title and interest in the said Larger Property or any part thereof, hereditaments and premises and the buildings constructed or hereinafter to be erected thereon PROVIDED THAT the Developer does not in any way affect or prejudice the rights hereby granted in favour of the Flat Purchaser under this Agreement, and subject to obtaining the written consent of such number of allottees and the RERA Authority, as per the terms of the RERA Act.

16.2 The Flat Purchaser hereby gives his express consent to the Developer to raise any loan against the Larger Property and the building/s under construction and to mortgage the same with any bank or banks or any other parties, save and except the said Flat agreed to be transferred hereunder.

17. **Indemnity**

17.1 The Flat Purchaser hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developer and its successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Flat Purchaser.

17.2 The Flat Purchaser shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Developer under this Agreement; (b) any breach and/or default by the Flat Purchaser in the performance of any and/or all of his obligations under this Agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/or omission of the Flat Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Flat Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat.

18. **Miscellaneous**

18.1 The Flat Purchaser shall present this Agreement for registration with the Sub-Registrar of Assurances at Thane within the time limit prescribed by the Registration Act and intimate to the Developer the Serial No. under which the same is lodged for registration and thereafter the Developer will attend such office and admit execution thereof.

18.2 All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D./Under Certificate of Posting at his address specified below:

Name: _____

Address: _____

Tel: (O) _____ (R) _____ (Mob.) _____

E-mail: _____

Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery.

18.3 The stamp and registration charges and the entire professional costs of the Advocate/Solicitor incidental to this Agreement shall be borne and paid by the Flat Purchaser. The Developer shall not contribute anything towards such expenses. The shares of such costs, charges and expenses payable by the Flat Purchaser shall be paid by him immediately on demand. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same shall be borne and paid by the Flat Purchaser alone including the penalty, if any. The Flat Purchaser shall indemnify the Developer against any claim from the stamp authorities or others concerned authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Developer. The Flat Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Developer in consequence of any legal proceedings that may be instituted by the authorities concerned against the Developer for non-payment and/or under payment of stamp duty by the Flat Purchaser.

18.4 Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser by the

Developer shall not be construed as a waiver on part of the Developer of any breach or non-compliance of any terms and conditions of this agreement by the Flat Purchaser, nor shall the same in any manner prejudice the rights of the Developer.

- 18.5 If any provision of this Agreement shall be determined to be void and unenforceable under the applicable law, then such provision shall be deemed amended or deleted in so far as reasonably inconsistent with purpose of this Agreement and to the extent necessary to conform to the applicable law and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 18.6 In case if the Flat Purchaser(s) have to pay any commission or brokerage to any person for the services rendered by such person to the Flat Purchaser(s) whether in or outside India for acquiring the said Flat, then the Developer in no way shall be responsible and no such commission or brokerage shall be deductible from the amount of purchase consideration. Further the Flat Purchaser undertakes to indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.
- 18.7 If there is more than one Flat Purchaser named in this Agreement, all obligations hereunder of such Flat Purchaser shall be joint and several.
- 18.8 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Flat Purchaser or made available for the Flat Purchaser's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, writings, letters concerning the said Flat between the Parties hereto.
- 18.9 No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of both the Parties.
- 18.10 This Agreement shall always be subject to the provisions of the RERA, the Maharashtra RERA Rules, and the rules made thereunder.

18.11 It is abundantly made clear to all the Flat Purchaser(s) who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Flat Purchaser(s) understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Developer accepts no responsibility in this regard and the Flat Purchaser(s) agrees to indemnify and keep the Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

19. **Dispute Resolution**

All disputes or differences whatsoever which shall be any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arises between the Parties hereto or the respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to the RERA Authority in the manner stipulated in the RERA and the rules made thereunder

Schedule – I
(The Said Larger Property)

ALL THOSE pieces or parcels of land bearing :

Sr. No.	Survey No.	Hissa No.	Area in sq.m
1	76	1	480
2	76	3	810
3	76	4	1060
4	106	1/1	8090
5	106	½	5000
6	106	2	7990
7	107	--	2692
8	111	1	7730
9	111	2	4380
10	112	1(PT)	1316
11	112	1(PT)	1244
12	112	2	680
13	112	3	250
14	112	4	1210
15	113	1/C	3770
16	113	2	4050
17	114	1	1310
18	114	2	1650
19	114	3	280
20	114	4	480
21	114	5	730
22	114	6	1420
23	114	7	1010
24	114	8	250
25	114	9	910
26	114	10	580
27	114	11	280
28	114	12	2130
29	115	1/1	2600
30	116	1	580
31	116	2	5360
32	116	3	1010
33	116	5	1770
34	116	6	450
35	116	7	450
TOTAL			74002

Taluka and District Thane, Registration & Sub-Registration District Thane, within the local limits of the Thane Municipal Corporation.

SCHEDULE – II

(PART – ‘A’)

- A. i) By Agreement for sale dtd.12/07/2013 made and executed between Shri Kanha Joma Manera and other therein referred to as the Vendors of One Part and Vijay Grihanirman Pvt. Ltd. (hereinafter referred to as “**the Company**”) therein referred to as the Purchaser of the Other Part. The Vendors therein agreed to sell, transfer and convey in respect of the land bearing Survey No.76 Hissa No.1, admeasuring area 480 sq. mtrs., Survey No.76, Hissa No.3, admeasuring area 810 sq. mtrs., Survey No.114, Hissa No.2, admeasuring area 1650 sq. mtrs., Survey No.114, Hissa No.4, admeasuring area 480 sq. mtrs. and Survey No.116, Hissa No.6, admeasuring area 450 sq. mtrs. totally admeasuring 3870 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for sale dtd.12/07/2013 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/7334/2013 on 12/07/2013.
- ii) By Power of Attorney dtd.12/07/2013 the Vendors appointed the Purchaser to do various acts, deeds, matters and things in respect of the the land bearing Survey No.76 Hissa No.1, admeasuring area 480 sq. mtrs., Survey No.76, Hissa No.3, admeasuring area 810 sq. mtrs., Survey No.114, Hissa No.2, admeasuring area 1650 sq. mtrs., Survey No.114, Hissa No.4, admeasuring area 480 sq. mtrs. and Survey No.116, Hissa No.6, admeasuring area 450 sq. mtrs. totally admeasuring 3870 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.12/07/2013 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/7335/2013 on 12/07/2013.
- B. i) By Development Agreement dtd.11/05/2006 made and executed between Shri. Datta Jagannath Manera therein referred to as the Owner and Roma Builders Pvt. Ltd. therein referred to as the Developers. The Owner therein granted development right of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. to the Developer therein. The Development Agreement dtd.11/05/2006 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/3200/2006 on 16/05/2006.
- ii) By Power of Attorney dtd.11/05/2006, the owners appointed the Developers therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs.
- iii) By Agreement for Assignment of Development Right dtd.07/06/2010 made and executed between the Roma Builders Pvt. Ltd. therein referred to as the Assignor of one part and the Company therein referred to as the Assignee of other part. The

Assignor therein assigned the development right of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. The Agreement for Assignment of Development Right dtd.07/06/2010 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/06203/2010 on 07/06/2010.

iv) By Power of Attorney dtd.07/06/2010 inter-alia substituted all the powers and authorities which they acquired from Shri. Datta Jagannath Manera by and under the Power of Attorney dtd.11/05/2006 in favour of the Assignee therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 116 Hissa No.1, adm. area 580 sq. mtrs. and Survey No.114 Hissa No.8 adm. area 250 sq.mtrs. The Power of Attorney dtd.07/06/2010 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/512/2010 on 07/06/2010.

v) By Development Agreement dtd.30/11/2007 made and executed between Shri. Datta Jagannath Manera therein referred to as the Owner and the Company therein referred to as the Developers. the owner therein granted development right of the land bearing Survey No. 114 Hissa No.6, adm. area 1420 sq. mtrs. The Development Agreement dtd.30/11/2007 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/08694/2007 on 30/11/2007.

vi) By Power of Attorney dtd.30/11/2007 the owner appointed the Developers therein to do various acts, deeds, matters and things in respect of the land bearing Survey No. 114 Hissa No.6, adm. area 1420 sq. mtrs.. The Power of Attorney dtd.30/11/2007 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/1229/2007 on 30/11/2007.

C. i) By and under Development Agreement dtd. 23/02/2007 made and executed between Shri Kacher Dama Patil & others granted the development right in respect of Survey No. 113/1(pt) adm. area 7030 sq.mtrs., Survey No.115/1 adm. area 2600 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.112/1 adm. area 2560 sq.mtrs. and Survey No.114/9 adm. area 910 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of M/s. Vijay Associates. The Development Agreement dtd. 23/02/2007 is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN1-01029/2007 dtd. 23/02/2007.

ii) By Power of Attorney dated 23/02/2007, Shri Kacher Dama Patil & others appointed the partner of M/s. Vijay Associates to do various acts, deeds, matters and things in respect of the Survey No. 113/1(pt) adm. area 7030 sq.mtrs., Survey No.115/1 adm. area 2600 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.112/1 adm. area 2560 sq.mtrs. and Survey No.114/9 adm. area 910 sq.mtrs.

lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dated 23/02/2007 is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN1-153/2007 dtd. 23/02/2007.

iii) By and under Deed of Assignment dtd. 17/07/2010 made and executed between M/s. Vijay Associates with the consent and knowledge of Shri Kacher Dama Patil & others assigned the development right in favour of the Company in respect of the land bearing Survey No.115/1B adm. area 2600 sq.mtrs., Survey No.114/9 adm. area 910 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.113/1 adm. area 3770 sq.mtrs. and Survey No.112/1 adm. area 2560 sq.mtrs lying, being and situate at Village Kavesar, Taluka & District Thane. The Deed of Assignment dt. 17/07/2010 is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN5-07797/2010 dtd. 17/07/2010.

iv) By Power of Attorney dated 17/07/2010, Shri Kacher Dama Patil & others appointed the Company to do various acts, deeds, matters and things in respect of the land bearing Survey No.115/1B adm. area 2600 sq.mtrs., Survey No.114/9 adm. area 910 sq.mtrs., Survey No.114/5 adm. area 730 sq.mtrs., Survey No.113/1 adm. area 3770 sq.mtrs. and Survey No.112/1 adm. area 2560 sq.mtrs lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dated 17/07/2010 is registered in the office of Sub Registrar of Assurances, Thane under Sr. No. TNN5-637/2010 dtd. 17/07/2010.

D. i) By Development Agreement dated 26/10/2006 made and executed between Shri Shankar Laxman Kasar therein referred to as the owners and M/s. Rajaram Constructions therein referred to as the Developers. The owners therein granted and entrusted development right in respect of the land bearing Survey No.111 Hissa No.2 adm. area 4380 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Developers therein. The Development Agreement dated 26/10/2006 is registered in the office of Sub-Registrar of Assurances, at Sr.No. 07778/2006 on 26/10/2006.

ii) By Power of Attorney dtd.26/10/2006, the owner appointed the Developers of partner of M/s. Rajaram Constructions to do various acts, deeds, matters and things for and in respect of the land bearing Survey No.111 Hissa No.2 adm. area 4380 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.26/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 07779 on 26/10/2006;

iii) By an Agreement for Assignment of Development Rights dated 22/01/2007 made and executed between M/s. Rajaram Constructions therein referred to as the Assignor of the one part and the M/s. Vijay Associates therein referred to as the Assignee of

the other part, the Assignor therein assigned the development right for and in respect of the the land bearing Survey No.111 Hissa No.2 adm. area 4380 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Assignee therein. The Agreement for Assignment of Development Rights dated 22/01/2007 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.TNN2/01283/2007 on 22/02/2007;

iv) By Substituted Power of Attorney dated 22/02/2007, M/s. Rajaram Construction through its partner Shri Ramesh Maruti Bhekre appointed the persons nominated by the M/s. Vijay Associates to enable them to do all acts, deeds, matters & things in respect of the land bearing Survey No.111 Hissa No.2 adm. area 4380 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Substituted Power of Attorney dated 22/02/2007 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 180 on 22/02/2007.

E. i) By and under Development Agreement dated 02/08/2006 made and executed between the Company therein referred to as the Developers of the One Part and Shri Shankar Laxman Kasar & others therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the land bearing Survey No.76 Hissa No.4, admeasuring 1060 sq. mtrs., Survey No.112, Hissa No.2, admeasuring 680 sq. mtrs. and Survey No.112, Hissa No. 3, admeasuring 250 sq. mtrs. and totally admeasuring 1990 sq. mtrs. at Village Kavesar, Taluka & District Thane to the Developers therein. The Development Agreement dated 02/08/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/05936/2006 on 02/08/2006;

ii) By Power of Attorney dtd. 02/08/2006, the owners appointed the Director of the Company as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the land bearing Survey No.76 Hissa No.4, admeasuring 1060 sq. mtrs., Survey No.112, Hissa No.2, admeasuring 680 sq. mtrs. and Survey No.112, Hissa No. 3, admeasuring 250 sq. mtrs. and totally admeasuring 1990 sq. mtrs. at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd. 02/08/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 781 on 02/08/2006;

F. i) By and under Development Agreement dated 24/11/2006 made and executed between the M/s. Vijay Associates therein referred to as the Developers of the One Part and Smt. Anandi Bhaskar Madhavi & others therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs. and Survey No.114 Hissa No.3, adm. 280 sq. mtrs. to the Developers therein. The Development Agreement dt d.

24/11/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/08543/2006 on 27/11/2006;

ii) By Power of Attorney dated 27/11/2006, the owners appointed partners of the M/s. Vijay Associates as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the land bearing Survey No.114 Hissa No.1, adm. 1310 sq. mtrs. and Survey No.114 Hissa No.3, adm. 280 sq. mtrs.. The Power of Attorney dated 27/11/2006 is registered in the office of Sub-Registrar of Assurances under Auth. No. 01194 on 27/11/2006;

iii) By Development Agreement dated 24/11/2006 made and executed between Smt. Anandi Bhaskar Madhavi & others therein referred to as the said owner of One Part and M/s. Vijay Associates therein referred to as the Developers of the Other Part. The said Owners therein granted and entrusted development right of the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. to and in favour of the M/s. Vijay Associates. The Development Agreement dated 24/11/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. No. TNN2/08545/2006 on 27/11/2006.

iv) By Power of Attorney dated 24/11/2006, the owners appointed partner of M/s. Vijay Associates as their constituted Attorney to do various acts, deeds, matters and things for and in respect the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. The Power of Attorney dated 24/11/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1190 on 27/11/2006;

v) By and under Deed of Confirmation dated 27/11/2006 made and executed between M/s. Vijay Associates therein referred to as the Developers of the One Part and Smt. Motibai Namdev Patil & others therein referred to as the Owners of the Other Part, the Owners therein confirmed the execution of Development Agreement dated 24/11/2006 and Power of Attorney dated 24/11/2006 executed in respect of the land bearing Survey No.116 Hissa No.5, adm. 2180 sq. mtrs. The Deed of Confirmation dated 27/11/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/08547/2006 on 27/11/2006;

vi) By Power of Attorney dtd.27/11/2006, the owners appointed partners of the M/s. Vijay Associates as their lawful attorney to do various acts, deeds, matters and things on their behalf for and in respect of development of the land bearing Survey No. 116 Hissa No.5, adm. 2180 sq. mtrs. The Power of Attorney dtd.27/11/2006 is registered in the office of Sub-Registrar of Assurances under Auth. No. 01196 on 27/11/2006;

G. i) By Development Agreement dtd.22/11/2003 made and executed between 1) Shri Joseph Anthony Alvares and 2) Miss Marrisela Alvares therein referred to as the Vendors/Owners of One Part and Shri Nirmal Devraj Punamiya & Others therein referred

- to as the Purchaser/Developer of the Other Part. The Vendors/ Owners therein agreed to grant development right of their 2/3 undivided share in the land bearing Survey No.116, Hissa No.3, adm. area 1010 sq. mtrs., Survey No.116 Hissa No.7, adm. area 450 sq. mtrs., Survey No.114, Hissa No.10, adm. area 580 sq. mtrs. and Survey No.114, Hissa No.12, adm. 2130 sq. mtrs. totally adm. 4170 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Purchaser/ Developer therein. The Development Agreement dtd.22/11/2003 is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No.07521 on 24/11/2003.
- ii) By Power of Attorney dtd.22/11/2003, the Vendors/Owners appointed Shri Nirmal Devraj Punamiya & Others to do various acts, deeds, matters and things in respect of their 2/3 undivided share in the land bearing Survey No.116, Hissa No.3, adm. area 1010 sq. mtrs., Survey No.116 Hissa No.7, adm. area 450 sq. mtrs., Survey No.114, Hissa No.10, adm. area 580 sq. mtrs. and Survey No.114, Hissa No.12, adm. 2130 sq. mtrs. totally adm. 4170 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane.
- iii) By Development Agreement dtd. 06/11/2003 made and executed between Miss Jacqueline Alvares therein referred to as the Vendor/Owner of One Part and Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises therein referred to as the Purchaser/Developer of the Other Part. The Vendor/Owner therein agreed to grant development right of her 1/3 undivided share in the land bearing Survey No.116, Hissa No.3, adm. area 1010 sq. mtrs., Survey No.116 Hissa No.7, adm. area 450 sq. mtrs., Survey No.114, Hissa No.10, adm. area 580 sq. mtrs. and Survey No.114, Hissa No.12, adm. 2130 sq. mtrs. totally adm. 4170 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Purchaser/ Developer therein.
- iv) By Power of Attorney dtd.06/11/2003 the Vendor/Owner appointed Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises to do various acts, deeds, matters and things in respect of her 1/3 undivided share in the the land bearing Survey No.116, Hissa No.3, adm. area 1010 sq. mtrs., Survey No.116 Hissa No.7, adm. area 450 sq. mtrs., Survey No.114, Hissa No.10, adm. area 580 sq. mtrs. and Survey No.114, Hissa No.12, adm. 2130 sq. mtrs. totally adm. 4170 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.06/11/2003 is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No. 07092 on 06/11/2003.
- v) By Deed of Assignment dtd. 13/10/2006 made and executed between Shri Nirmal Devraj Punamiya & others therein referred to as the Assignor No. 1 of One Part and Shri Suresh Devichand Mehta/Jain therein referred to as the Assignor No. 2 of Second Part and M/s. Darshan Enterprises therein referred to as the Assignor No. 3 of Third Part and the Company therein referred to as the Assignee of the Fourth Part. The Assignor No. 1 to 3 assigned the Development Right of the land bearing Survey No.114/10, 116/3 & 116/7.

The Deed of Assignment dtd. 13/10/2006 is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 07557/2006 on 13/10/2006.

vi) By Substituted Power of Attorney dtd.13/10/2006, the Assignor No.1 to 3 appointed Director of the Company to do various acts, deeds, matters and things in respect of the land bearing Survey No.114/10, 116/3 & 116/7. The Substituted Power of Attorney dtd.13/10/2006 is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 1037/2006 on 13/10/2006.

vii) By Deed of Conveyance dtd. 14/08/2012 made and executed between Smt. Urmila Chandravadan Desai therein referred to as the Vendor of One Part and 1) Shri Joseph Anthony Alvares, 2) Miss MARRISA Ellene Alvares and 3) Miss Jacquiline Alvares therein referred to as the Purchaser of Other Part. The Vendor therein confirmed the execution of Irrevocable Power of Attorney-cum-Conveyance dtd.27/10/1961 made and executed by and between Mr.Eddie Martin Alavaris and Shri Balkisan Pranjeevandas Thanawala inter alia sold, transferred and conveyed the land bearing Survey No.114/12 in favour of the Purchaser therein. The Deed of Conveyance dtd. 14/08/2012 is duly registered in the office of Sub-Registrar of Assurances, Thane – 5 under Sr. No. 6930/2012 on 14/08/2012.

viii) By Deed of Assignment dtd. 14/08/2012 made and executed between Shri Nirmal Devraj Punamiya & others therein referred to as the Assignor No. 1 of One Part and Shri Suresh Devichand Mehta/Jain partner of M/s. Darshan Enterprises therein referred to as the Assignor No. 2 of Second Part and the Company therein referred to as the Assignee of the Third Part. The Assignor No. 1 & 2 assigned the Development Right in respect of land bearing Survey No.114/12. The Deed of Assignment dtd. 14/08/2012 is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 07733/2012 on 14/08/2012.

ix) By Substituted Power of Attorney dtd.14/08/2012, the Assignor No.1 & 2 appointed Director of the Company to do various acts, deeds, matters and things in respect of land bearing Survey No.114/12. The Substituted Power of Attorney dtd.14/08/2012 is duly registered in the office of Sub-Registrar of Assurances, Thane – 2 under Sr. No. 0390/2012 on 14/08/2012.

H. i) By Agreement For Sale dated 03/12/2009 made and executed between the Company therein referred to as the Purchaser of One Part and the Shri. Rohidas Gana Tare & others therein referred to as the Vendor of Other Part. The Vendor therein agreed to sale, transfer and convey in respect of the land bearing Survey No.112 Hissa No.4 adm. area 1210 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement For Sale dated 03/12/2009 is registered in the office of Sub-Registrar of Assurances, Thane -2, at Sr.No. TNN2/11509/2009 on 03/12/2009.

- ii) By Power of Attorney dtd.03/12/2009 the Vendor appointed Directors of the Company as their constituted Attorney to do various acts, deeds, matters and things for and in respect of land bearing Survey No.112 Hissa No.4 adm. area 1210 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.03/12/2009 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 617 on 03/12/2009;
- I. i) By and under Development Agreement dtd. 31/01/2007 made and executed between M/s. Vijay Associates therein referred to as the Developers of the One Part and Shri Prakash Vithal Patil & others therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the land bearing Survey No.113 Hissa No.2, adm. area 4050 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to the Developers therein. The Development Agreement dtd. 31/01/2007 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/00721/2007 on 31/01/2007;
- ii) By Power of Attorney dtd.31/01/2007 the owner appointed the partners of M/s. Vijay Associates as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the land bearing Survey No.113 Hissa No.2, adm. area 4050 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.31/01/2007 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 97 on 31/01/2007;
- J. i) By Development Agreement dated 27/06/2008 made and executed between the Company therein referred to as the Developers of One Part and Shri Kamalakar Gopal Gondhali & others therein referred to as the owner of the other part. The Owner therein granted and entrusted development right of the land bearing Survey No.114 Hissa No.7 adm. area 1010 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to and in favour of the Developers therein. The Development Agreement dated 27/06/2008 is registered in the office of Sub-Registrar of Assurances, Thane-2 at Sr.No. TNN2/05875/2008 on 27-06-2008.
- ii) By Power of Attorney dtd.27/06/2008 the owner appointed Director of the Company as their constituted Attorney to do various acts, deeds, matters and things for and in respect of the land bearing Survey No.114 Hissa No.7 adm. area 1010 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.27/06/2008 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1034 on 27/06/2008;
- K. i) By Development Agreement dated 06/09/2005 made and executed between Shri Bhagirath Atmaram Patil and Others therein referred to as the party of Second part and M/s. D.J. Traders Pvt. Ltd. therein referred to as the Developer. The party of Second part

- therein granted and entrusted the development right of the land bearing Survey No. 111 Hissa No.1 adm. area 7730 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Developers therein. The Development Agreement dated 06/09/2005 is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr. No. TNN2/05676/2005 on 06/09/2005.
- ii) By Power of Attorney dtd.06/09/2005, the party of Second part appointed Shri Suraj Parmar and M/s. D.J. Traders Pvt. Ltd. as their constituted Attorney to do various acts, deeds, matter and things for and in respect of the land bearing Survey No.111 Hissa No.1 adm. area 7730 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.06/09/2005 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 455 on 06/09/2005;
- iii) By Development Agreement dtd. 05/10/2006 made and executed between M/s. Cosmos Prime Projects Pvt. Ltd. (formerly known as M/s. D.J. Traders Pvt. Ltd.) therein referred to as the party of second part and the Company therein referred to as the Developer of the first part and Shri Bhagirath Atmaram Patil and Others therein referred to as the Confirming Party of the third part. The Party of the second part with consent and knowledge of the Confirming Party entrusted and assigned development right of the land bearing Survey No.111 Hissa No.1 adm. area 7730 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Company. The Development Agreement dtd. 05/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr.No. TNN2/07305/2006 on 05/10/2006.
- iv) By Power of Attorney dtd.05/10/2006, the Confirming Party appointed the Director of the Company as their constituted Attorney to do various acts, deeds, matters and things to develop the land bearing Survey No.111 Hissa No.1 adm. area 7730 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.05/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 1000 on 05/10/2006;
- L. i) By Development Agreement dated 25/08/2006 made and executed between Shri Dwarkanath Vishnu Gondhali & others therein referred to as the said owner of the One Part and the Company therein referred to as the Developers of the Other Part. The said Owner therein granted and entrusted development right in respect of the Survey No. 116, Hissa No. 2(pt), adm. 10720 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Developers therein. The Development Agreement dated 25/08/2006 is registered in the office of Sub-Registrar of Assurances, Thane-2 at under Sr. No. TNN2/6486/2006 on 25/08/2006.
- ii) By Power of Attorney dtd.25/08/2006, the said owner appointed Director of the Company as their constituted Attorney to do various acts, deeds, matters and things for and in

- respect of the Survey No.116, Hissa No. 2(pt), adm. 10720 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.25/08/2006 is registered in the office of Sub-Registrar of Assurances, Thane - 2 under Auth. no. 858 on 25/08/2006;
- iii) By and under Deed of Confirmation dtd. 13/10/2006 made and executed between the Company therein referred to as the Developers of the One Part and Smt. Nirmala Ekanath Patil therein confirmed the execution of the The Development Agreement dated 25/08/2006 and the Power of Attorney dtd.25/08/2006 in respect of the Survey No. 116, Hissa No. 2(pt), adm. 10720 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane. The Deed of Confirmation dtd. 13/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/7556/2006 on 13/10/2006;
- iv) By Power of Attorney dtd.13/10/2006, Smt. Nirmala Ekanath Patil appointed partners of the Company as their lawful attorney to do various acts, deeds, matters and things on their behalf for and in respect of development of the Survey No.116, Hissa No. 2(pt), adm. 10720 sq. mtrs. lying being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.13/10/2006 is registered in the office of Sub-Registrar of Assurances under Auth. No. 1042 on 13/10/2006;
- v) By Agreement for Sale dated 28/12/2012 made and executed between Shri Dwarkanath Vishnu Gondhali and others therein referred to as the Vendor of the First Part and the Roma Builders Pvt. Ltd. therein referred to as the Purchaser of the Second Part and the Company therein referred to as the Confirming Party of the Third Part. The Vendors therein with the consent and knowledge of the Confirming Party therein agreed to sell, transfer and convey an area adm. 5360 sq.mtrs. to and in favour of the Purchaser therein. The Agreement for Sale dtd. 28/12/2012 is registered in the office of Sub-Registrar of Assurances, Thane-5 at under Sr. No. TNN5/2888/2013 on 02/04/2013.
- vi) By Power of Attorney dtd.28/12/2012, the Confirming Party inter-alia Substituted power and authorities which they received from the Vendor by and under Power of Attonrey dtd.25/08/2006 in favour of the Director of Roma Builders Pvt. Ltd. to do various acts, deeds, matters and things for and in respect of an area adm. 5360 sq.mtrs. The Power of Attorney dtd.28/12/2012 is registered in the office of Sub-Registrar of Assurances, Thane - 5 on 25/08/2006;
- M. i) By Agreement for Sale dtd.28/10/2014 made and executed between Smt. Ramabai Ramesh Patil & others therein referred to as the Vendors and Shri Vrajlal Talkashi Gala therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 26.66 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for Sale dt d. 28/10/2014 is duly

- registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/8625/2014 on 28/10/2014.
- ii) By Power of Attorney dtd.28/10/2014, the Vendors appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 26.66 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.28/10/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN2/8626/2014 on 28/10/2014.
- iii) By Agreement for Sale dtd.23/06/2014 made and executed between Smt. Bhimabai Gajanan Bhoir & others therein referred to as the Vendor and Shri Vrajlal Talkashi Gala therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 93.33 sq.mtrs. out of area 280 sq. mtrs. of Survey No. 114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for Sale dtd.23/06/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/6318/2014 on 23/06/2014.
- iv) By Power of Attorney dtd. 23/06/2014 the Vendor appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 93.33 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd. 23/06/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/6319/2014 on 23/06/2014.
- v) By Agreement for Sale dtd.02/06/2014 made and executed between Shri Madan Panglya Bhoir & others therein referred to as the Vendors and Shri Vrajlal Talkashi Gala herein referred to as the Purchaser. The Vendors therein agreed to sell, transfer and convey their undivided share adm. area 93.34 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for Sale dtd.02/06/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5616/2014 on 02/06/2014.
- vi) By Power of Attorney dtd.02/06/2014 the Vendors appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 93.34 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.02/06/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5617/2014 on 02/06/2014.
- vii) By Agreement for Sale dtd.29/05/2014 made and executed between Shri Govind Mukund Bhoir & others therein referred to as the Vendors and Shri Vrajlal Talkashi Gala herein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and

- convey their undivided share adm. area 40 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for Sale dtd.29/05/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5447/2014 on 29/05/2014.
- viii) By Power of Attorney dtd.29/05/2014, the Vendors appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 40 sq.mtrs. out of area 280 sq. mtrs. of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.29/05/2014 is duly registered in the office of Sub-Registrar Assurances, Thane5 under Sr. No.TNN5/5451/2014 on 29/05/2014.
- ix) By Deed of Conveyance dtd.09/03/2015 made and executed between Shri Madan Panglya Bhoir & others therein referred to as the Vendors and Shri Vrajlal Talkashi Gala therein referred to as the Purchaser. The Vendors therein sold, transferred and conveyed their undivided share adm. area 253.34 sq.mtrs. out of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Deed of Conveyance dtd.09/03/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/2386/2015 on 09/03/2015;
- x) By Deed of Conveyance dtd.07/04/2015 made and executed between Smt. Jijabai Mukund Bhoir & others therein referred to as the Vendors and Shri. Vrajlal Talakshi Gala therein referred to as the Purchaser. The Vendor therein sold, transferred and conveyed their undivided share adm. area 13.33 sq.mtrs. out of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Deed of Conveyance dtd.07/04/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3696/2015 on 07/04/2015;
- xi) By Power of Attorney dtd.07/04/2015, the Vendors appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 13.33 sq.mtrs. out of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.07/04/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3698/2015 on 07/04/2015;
- xii) By Deed of Conveyance dtd.07/04/2015 made and executed between Shri Dhanesh Najir Sayyed & others therein referred to as the Vendor and Shri. Vrajlal Talakshi Gala therein referred to as the Purchaser. The Vendor therein agreed to sell, transfer and convey their undivided share adm. area 13.33 sq.mtrs. out of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The

Deed of Conveyance dtd.07/04/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3699/2015 on 07/04/2015;

xiii) By Power of Attorney dtd.07/04/2015 the Vendor appointed the Purchaser therein to do various acts, deeds, matters and things in respect of their undivided share adm. area 13.33 sq.mtrs. out of Survey No.114 Hissa No.11, adm. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.07/04/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/3700/2015 on 07/04/2015;

xiv) By Agreement for Sale dtd.11/05/2015 made and executed between Shri. Vrajlal Talakshi Gala therein referred to as the Vendor of one part and The Developer herein therein referred to as the Purchaser of other part. The Vendor therein agreed to sell, transfer and convey the land bearing Survey No.114 Hissa No.11, adm. area 280 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane to the Purchaser therein. The Agreement for Sale dtd.11/05/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 under Sr. No.TNN2/5276/2015 on 11/05/2015;

xv) By Power of Attorney dtd.11/05/2015 the Vendor appointed the Purchaser therein to do various acts, deeds, matters and things in respect of the land bearing Survey No.114 Hissa No.11, adm. area 280 sq. mtrs. lying, being and situate at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.11/05/2015 is duly registered in the office of Sub-Registrar Assurances, Thane2 on 11/05/2015;

N. i) By Development Agreement dated 06/06/2003 made and executed between Shri Dattaram G. Patil & Others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owner therein granted and entrusted development right of the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to and in favour of the Developers therein. The Development Agreement dated 06/06/2003 is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN5/03554/2003 on 06-06-2003.

ii) By Power of Attorney dtd.06/06/2003 the owner appointed partner of M/s. Rajaram Associates on their constituted Attorney to do various acts, deeds, matters and things for and in respect of the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.06/06/2003 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 294 on 06/06/2003;

iii) By and under a Deed of Confirmation dated 12/01/2015 made and executed between the Company therein referred to as the Developers of the One Part and Shri. Nitesh Devram Patil & others therein referred to as the owners of the Second Part & Smt. Premabai D.

Patil therein referred to as the confirming party of the Third Part, the Owners therein granted development rights for and in respect of the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to the Developers therein. The Deed of Confirmation dated 12/01/2015 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Sr. no. TNN2/414/2015 on 12/01/2015;

iv) By Power of Attorney dtd.12/01/2015 the owner appointed constituted partners of the Company as their lawful attorney to do various acts, deeds, matters and things for and in respect of development of the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.12/01/2015 is registered in the office of Sub-Registrar of Assurances, Thane2 under Sr. No. TNN2/415/2015 on 12/01/2015;

O. i) By Development Agreement dated 20/10/2006 made and executed between Shri Sadashiv Shankar Patil and others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said owner therein granted and entrusted development right in respect of portion admeasuring 1997.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to and in favour of the Developers therein. The Development Agreement dated 20/10/2006 is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN1/05164/2006 on 20/10/2006.

ii) By Power of Attorney dtd.20/10/2006 the said owner appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1997.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.20/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 635 on 20/10/2006;

iii) By Development Agreement dtd. 20/10/2006 made and executed between Smt. Savitribai Jagan Patil and others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said owner therein granted and entrusted development right in respect of portion admeasuring 1651.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to and in favour of the Developers therein. The Development Agreement dtd. 20/10/2006 is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN1/05163/2006 on 20/10/2006.

- iv) By Power of Attorney of dtd.20/10/2006 the said owner appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1651.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney of dtd.20/10/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 636 on 20/10/2006;
- v) By Development Agreement dated 04/12/2006 made and executed between Smt. Hirubai G. Patil and others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 1352.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane to and in favour of the Developers therein. The Development Agreement dated 04/12/2006 is registered in the office of Sub-Registrar of Assurances, at Sr. No. TNN1/05803/2006 on 04/12/2006.
- vi) By Power of Attorney dtd.04/12/2006 the said owner appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 1352.00 sq.mtrs. out of the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.04/12/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 5804 on 04/12/2006;
- P. i) By Deed of Partition dated 24/11/2005 made and executed between 1) Shri Rama Gopal Mhatre and others and 2) Shri Dasharath Gopal Mhatre and others, 3) Smt. Bhimabai Gajanan Gharat and others and 4) Smt. Kamalabai Chandrakant Gharat and others. The parties therein by mutual consent of each other partitioned in respect of the land bearing Survey No.106 Hissa No.2 adm. area 7990.00 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane amongst themselves. The Deed of Partition dated 24/11/2005 is registered in the office of Sub-Registrar of Assurances, Thane under Sr. No. 7822/2005 on 24/11/2005.
- ii) By Development Agreement dated 24/11/2005 made and executed between Smt. Bhimabai Gajanan Gharat & others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 995.00 sq.mtrs. to and in favour of the Developers therein. The Development Agreement dated 24/11/2005 is

- registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN2/07394/2005 on 24/11/2005.
- iii) By Power of Attorney dtd.24/11/2005 the owners appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 995.00 sq.mtrs. The Power of Attorney dtd.24/11/2005 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 832 on 24/11/2005;
- iv) By Development Agreement dated 24/11/2005 made and executed between Smt. Kamalabai Chandrakant Gharat & others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 3000.00 sq.mtrs. to and in favour of the Developers therein. The Development Agreement dated 24/11/2005 is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN5/07825/2005 on 24/11/2005.
- v) By Power of Attorney dtd.24/11/2005 the said owners appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 3000.00 sq.mtrs. The Power of Attorney dtd.24/11/2005 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 834 on 24/11/2005.
- vi) By Development Agreement dated 24/11/2005 made and executed between Shri Dasharath Gopal Mhatre & others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said owner therein granted and entrusted development right in respect of portion admeasuring 2663.00 sq.mtrs. to and in favour of the Developers therein. The Development Agreement dated 24/11/2005 is registered in the office of Sub-Registrar of Assurances, at Sr.No. TNN1/06632/2005 on 24/11/2005.
- vii) By Power of Attorney dtd.24/11/2005 said owner appointed partner of M/s. Rajaram Developers as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion admeasuring 2663.00 sq.mtrs. The Power of Attorney dtd.24/11/2005 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 833 on 24/11/2005;
- viii) By Development Agreement dated 24/11/2005 made and executed between Shri Rama Gopal Mhatre and others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owners therein granted and entrusted development right in respect of portion admeasuring 1332.00 sq.mtrs. to and in favour of the Developers therein. The Development Agreement dated 24/11/2005 is

registered in the office of Sub-Registrar of Assurances, at Sr. No. TNN1/06633/2005 on 24/11/2005.

ix) By Power of Attorney dtd.24/11/2005 the said owner appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of portion adm. 1332.00 sq.mtrs. The Power of Attorney dtd.24/11/2005 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 837 on 24/11/2005;

Q. i) By Development Agreement dated 11/12/2006 made and executed between Smt. Shantibai Nana Mhatre & others therein referred to as the said owner and M/s. Rajaram Construction therein referred to as the Developers. The said Owner therein granted and entrusted development right in respect of the land bearing Survey No.107, admeasuring 3110 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Developers therein. The Development Agreement dated 11/12/2006 is registered in the office of Sub-Registrar of Assurances, at Sr. No. TNN2/08981/2006 on 12/12/2006.

ii) By Power of Attorney dtd.11/12/2006 the said owner appointed partner of M/s. Rajaram Construction as their constituted Attorney to do various acts, deeds, matters and things for and in respect of the land bearing Survey No.107, admeasuring 3110 sq. mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.11/12/2006 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 8982 on 12/12/2006;

iii) By a Agreement for Assignment of Development Rights dated 22/01/2007 made between M/s. Rajaram Construction therein referred to as the Assignor of the one part and M/s. Vijay Associates therein referred to as the Assignee of the Other part, the Assignor therein assigned the development right for and in respect the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs., Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. and Survey No.106 Hissa No.2 adm. area 7990.00 sq.mtrs. and area admeasuring 2692.00 sq.mtrs. out of the Survey No.107, admeasuring 3110 sq. mtrs. to and in favour of the Assignee therein. The Agreement for Assignment of Development Rights dated 22/01/2007 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.TNN2/01285/2007 on 22/02/2007;

iv) By Substituted Power of Attorney dtd. 22/02/2007 the Assignor appointed the persons nominated by the Assignee to enable them to do all acts, deeds, matters & things in respect of the land bearing old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/1 adm. area 8090 sq.mtrs., Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. and Survey No.106 Hissa No.2 adm. area

7990.00 sq.mtrs. and area admeasuring 2692.00 sq.mtrs. out of the Survey No.107, admeasuring 3110 sq. mtrs. The Substituted Power of Attorney dated 22/02/2007 is registered in the office of Sub-Registrar of Assurances, Thane -2 under Auth. no. 179 on 22/02/2007;

R. i) By Development Agreement dtd.15/07/2000 r/w. Declaration dtd.13/01/2005 made and executed between Shri. Dhanjishah R. Zaveri and others therein referred to as the Owners of one part and Roma Builders Pvt. Ltd. therein referred to as the Developers of other part. The owners therein granted development right of the land bearing Survey No. 114 Hissa No.9 adm. area 910 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to the Developers therein. The Declaration dtd.13/01/2005 is registered in the office of Sub-Registrar of Assurances, Thane5 under Sr. No.TNN5/496/2005 on 18/01/2005.

ii) By Power of Attorney dtd.13/01/2005 the owners appointed the Developers therein as their constituted attorney to do various acts, deeds, matters and things for and in respect of the land bearing Survey No.114 Hissa No.9 adm. area 910 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane.

iii) By Agreement for Assignment of Developmetn Right dtd. 14/08/2012 made and executed between Roma Builders Pvt. Ltd. therein referred to as the Assignor of one part and the Company therein referred to as the Assignee of the other part. The Assignor therein assigned the development right of the land bearing Survey No.114 Hissa No.9 adm. area 910 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to and in favour of the Assignee therein. The Agreement for Assignment of Developmetn Right dated 14/08/2012 is registered in the office of Sub-Registrar of Assurances, Thane-2 under Sr.No. TNN2/07739/2012 on 14/08/2012.

iv) By Power of Attorney dtd.14/08/2012 the Assignor appointed the Director of the Company inter-alia substituted all the powers and authorities which they acquired from the Shri. Dhanjishah R. Zaveri and others. The Power of Attorney dtd.14/08/2012 is registered in the office of Sub-Registrar of Assurances, Thane-2 under Auth. no. 419 on 23/08/2012.

(PART B)

S. i) By an Agreement For Sale dtd. 11/09/2013 made and executed between Shri Sharad Hariyanlal Thanawala and others therein referred to as the Vendors of One Part and the M/s. Sai Ratna Developers therein referred to as the Purchaser of Other Part. The Vendors therein agreed to sale, transfer and convey their undivided 50% share adm. area 658 sq.mtrs. out of area 1316 sq.mtrs. of Survey No.112 Hissa No.1(pt) adm. lying, being and situate at Village Kavesar, Taluka & District Thane to the Purchaser therein. The Agreement For Sale dated 11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane - 2 at Sr. No. TNN2-7240/2013 on 12/09/2013;

ii) By Power of Attorney dtd. 11/09/2013 the Vendors appointed Partners of the M/s. Sai Ratna Developers as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their undivided share adm. area 658 sq. mtrs. out of area 1316 sq.mtrs. of Survey No.112 Hissa No.1(pt) adm. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd. 11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane-2 at Sr. No.TNN2/7241/2013 on 11/09/2013;

iii) By an Agreement For Sale dtd. 11/09/2013 made and executed between Shri Anil Ramanlal Sheth and others therein referred to as the Vendors of One Part and M/s. Sai Ratna Developers therein referred to as the Purchaser of Other Part. The Vendors therein agreed to sale, transfer and convey their undivided 37.5% share adm. area 493.50 sq.mtrs.. The Agreement For Sale dated 11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane - 2 at Sr. No. TNN2-7242/2013 on 11/09/2013;

iv) By Power of Attorney dtd.11/09/2013, the Vendors appointed Partners of M/s. Sai Ratna Developers as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their undivided share adm. area 493.50 sq. mtrs.. The Power of Attorney dtd.11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane-2 at Sr. No.7243/2013 on 11/09/2013;

v) By an Agreement For Sale dtd. 11/09/2013 made and executed between the Shri Mahendra Ratilal Thanawala therein referred to as the Vendor of One Part and M/s. Sai Ratna Developers therein referred to as the Purchaser of Other Part. The Vendor therein agreed to sale, transfer and convey their undivided 12.5% share adm. area 164.50 sq.mtrs. to the Purchaser therein. The Agreement For Sale dated 11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane - 2 at Sr. No. TNN2-7238/2013 on 12/09/2013;

vi) By Power of Attorney dtd. 11/09/2013 the Vendor appointed Partners of the M/s. Sai Ratna Developers as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their undivided share adm. area 164.50 sq. mtrs. The Power of Attorney dtd. 11/09/2013 is registered in the office of Sub-Registrar of Assurances, Thane -2 at Sr. No.7239/2013 on 12/09/2013;

vii) By an Agreement For Sale dated 30/12/2014 made and executed between Shri Sharad Hariyanlal Thanawala and others therein referred to as the Vendors of First Part and M/s. Sai Ratna Developers therein referred to as the Confirming Party of Second Part and the Developers herein therein referred to as the Purchaser of the Third Part. The said Vendors therein at the instance of the Confirming Party therein agreed to sale, transfer and convey the land bearing Survey No.112 Hissa No.1(pt) adm. area 1316 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane to the Purchaser therein. The

Agreement For Sale dated 30/12/2014 is registered in the office of Sub-Registrar of Assurances, Thane - 2 at Sr. No. TNN2-96/2015 on 03/01/2015;

iii) By Power of Attorney dtd.30/12/2014 the Confirming Party inter-alia substituted all the powers and authorities in favour of the Developer to do various acts, deeds, matters and things for and in respect of the bearing Survey No.112 Hissa No.1(pt) adm. area 1316 sq.mtrs. lying, being and situate at Village Kavesar, Taluka & District Thane. The Power of Attorney dtd.30/12/2014 is registered in the office of Sub-Registrar of Assurances, Thane-2 at Sr. No.98/2015 on 03/01/2015.

T. i) By Agreement for Sale dtd. 25/02/2014 made and executed between Smt. Thakibai Pandurang Patil & others therein referred to as the Vendors/Owners and the Developer herein therein referred to as the Developers/Purchasers. The Vendor/Owners therein agreed to sell, transfer and convey their 1/6th undivided share adm. area 166.66 sq.mtrs. in 1/5th undivided share of late Paravatibai Shankar Shinge in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser. The Agreement for Sale dtd. 25/02/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/1977/2014 on 25/02/2014.

ii) By Power of Attorney dtd.25/02/2014 the Venor/Owners inter-alia appointed the Developer herein as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 1/6th undivided share adm. area 166.66 sq.mtrs. in 1/5th By undivided share of late Paravatibai Shankar Shinge in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.25/02/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/1978/2014 on 25/02/2014;

iii) Agreement for Sale dated 25/02/2014 made and executed between Shri. Tulshiram Shankar Shinge and others therein referred to as the Vendors/Owners and the Developer herein therein referred to as the Developers/Purchasers. The Vendor/Owners therein agreed to sell, transfer and convey their 5/6th undivided share adm. area 833.33 sq.mtrs. in 1/5th undivided share of late Paravatibai Shankar Shinge in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser. The Agreement for Sale dated 25/02/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/1987/2014 on 25/02/2014.

iv) By Power of Attorney dtd.25/02/2014 the Vendor/Owner inter-alia appointed the Developer as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 5/6th undivided share adm. area 833.33 sq.mtrs. in 1/5th undivided share of late Paravatibai Shankar Shinge in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.25/02/2014 is

registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/1989/2014 on 25/02/2014;

v) By Agreement for Sale dated 25/02/2014 made and executed between Smt. Banubai Shantaram Patil and others therein referred to as the Vendors/Owners and the Developer herein therein referred to as the Developers/Purchasers. The Vendor/Owners therein agreed to sell, transfer and convey their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser at or for consideration and upon the terms and conditions therein contained. The Agreement for Sale dated 25/02/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/1970/2014 on 25/02/2014.

vi) By Power of Attorney dtd.25/02/2014 the Vendor/Owners inter-alia appointed the Developer as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.25/02/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/1973/2014 on 25/02/2014;

vii) By Agreement for Sale dated 27/03/2014 made and executed between Smt. Suman Shripat Shelke and others therein referred to as the Vendors/Owners and the Developer herein therein referred to as the Developers/Purchasers. The Vendor/Owners therein agreed to sell, transfer and convey their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser. The Agreement for Sale dated 27/03/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/3211/2014 on 28/03/2014.

viii) By Power of Attorney dtd.27/03/2014 the Vendors/Owners inter-alia appointed the Developer herein as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.27/03/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/3212/2014 on 28/03/2014;

ix) By Agreement for Sale dated 22/05/2014 made and executed between Smt. Changuna Pandurang Patil and others therein referred to as the Vendors/Owners and the Developer herein therein referred to as the Developers/Purchasers. The Vendor/Owners

therein agreed to sell, transfer and convey their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser. The Agreement for Sale dated 22/05/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/5184/2014 on 22/05/2014.

x) By Power of Attorney dtd.22/05/2014 the Vendors/Owners inter-alia appointed the Developer as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.22/05/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/5185/2014 on 22/05/2014;

xi) By Agreement for Sale dated 24/01/2014 made and executed between Shri. Jaywant Ramchandra Patil and others therein referred to as the Vendors/Owners and M/s. Shuchi Enterprises therein referred to as the Developers/Purchaser. The Vendor/Owners therein agreed to sell, transfer and convey their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Developer/Purchaser therein. The Agreement for Sale dated 24/01/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/829/2014 on 24/01/2014.

xii) By Power of Attorney dtd.24/01/2014 the Vendors/Owners inter-alia appointed the Developers therein as their constituted Attorney to do various acts, deeds, matters and things for and in respect of their 1/4th undivided share adm. area 250 sq.mtrs. in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.24/01/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/831/2014 on 24/01/2014;

xiii) By Agreement for Sale – cum - Development Agreement dtd. 15/04/2014 made and executed between M/s. Shuchi Enterprises therein referred to as the First Vendor and Shri. Jaywant Ramchandra Patil and others therein referred to as the Second Vendor and the Developer herein therein referred to as the Purchaser. The First Vendor with the consent and knowledge of the Second Vendor therein agreed to sell, transfer and convey 1/4th undivided share adm. area 250 sq.mtrs. of the Second Vendor in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane in favour of Purchaser. The By Agreement for Sale –

cum - Development Agreement dtd. 15/04/2014 is registered in the office of Sub-Registrar of Assurances, Thane5 at Sr. No. TNN5/3828/2014 on 15/04/2014.

xiv) By Power of Attorney dtd.15/04/2014 inter-alia substituted all the powers and authorities in favour of the Purchaser therein to do various acts, deeds, matters and things for and in respect of 1/4th undivided share adm. area 250 sq.mtrs. of the Second Vendor in 1/5th undivided share of late Ramchandra Raghu Patil in the land bearing Old Survey No.106 Hissa No.1(p) and New Survey No.106 Hissa No.1/2 adm. area 5000 sq.mtrs. lying, being and situated at Village Kavesar, Tal. & Dist. Thane. The Power of Attorney dtd.15/04/2014 is registered in the office of Sub-Registrar of Assurances, Thane -5 under Sr. No. TNN5/3829/2014 on 15/04/2014.

U. i) By Development Agreement dtd.22/11/2003 made and executed between the 1) Shri. Joseph Anthony Alvaris & 2) Miss MARRISA ELLENE ALVARIS therein referred to as the Vendors/Owners of One Part and Shri Nirmal Devraj Punamiya & Others therein referred to as the Purchaser/Developer of the Other Part. The Vendors/ Owners therein granted development right of their 2/3 undivided share in Survey No.114/5 adm. area 730 sq.mtrs. to and in favour of the Purchaser/ Developer therein. The Development Agreement dtd.22/11/2003 is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No.07521 on 24/11/2003.

ii) Pursuant to the Development Agreement dtd.22/11/2003 1) Shri. Joseph Anthony Alvaris & 2) Miss MARRISA ELLENE ALVARIS also executed registered Power of Attorney dtd.22/11/2003 in favour of Shri Nirmal Devraj Punamiya & Others to do various acts, deeds, matters and things in respect of their 2/3 undivided share in Survey No.114/5 adm. area 730 sq.mtrs.

iii) By Supplementary Agreement dtd.09/08/2012 made and executed between 1) Shri. Joseph Anthony Alvaris & 2) Miss MARRISA ELLENE ALVARIS therein referred to as the Vendors/Owners of One Part and Shri Nirmal Devraj Punamiya & Others therein referred to as the Purchaser/Developer of the Other Part. The Vendors/ Owners and Purchaser/Developer therein mutual consent of each other have incorporated some clauses which remained to be incorporated in Development Agreement dtd.22/11/2003. The Supplementary Agreement dtd.09/08/2012 is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No.6262/2012 on 09/08/2012;

iv) Pursuant to the Supplementary Agreement dtd.09/08/2012 1) Shri. Joseph Anthony Alvaris & 2) Miss MARRISA ELLENE ALVARIS also executed registered Power of Attorney dtd.09/08/2012 in favour of Shri Nirmal Devraj Punamiya & Others to do various acts, deeds, matters and things in respect of their 2/3 undivided share in Survey No.114/5 adm. area 730 sq.mtrs.

v) By Development Agreement dtd. 06/11/2003 made and executed between Miss Jaclquilne Alvaris therein referred to as the Vendor/Owner of One Part and Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises therein referred to as the Purchaser/Developer of the Other Part. The Vendor/Owner therein granted development

right of her 1/3 undivided share in Survey No.114/5 adm. area 730 sq.mtrs. to and in favour of the Purchaser/ Developer therein.

vi) Pursuant to the Development Agreement dtd. 06/11/2003 Miss Jaquilne Alvaris also executed registered Power of Attorney dtd.06/11/2003 in favour of Shri Suresh Devichand Mehta/Jain Partner of M/s. Darshan Enterprises to do various acts, deeds, matters and things in respect of her 1/3 undivided share in Survey No.114/5 adm. area 730 sq.mtrs. The Power of Attorney dtd.06/11/2003 is duly registered in the office of Sub-Registrar Assurances, Thane under Sr. No. 07092 on 06/11/2003.

vii) By Deed of Conveyance dtd.14/08/2012 made and executed between Smt. Urmila Chandravadan Desai therein referred to as the Vendor of One Part and 1) Shri. Joseph Anthony Alvaris, 2) Miss Marris Ellene Alvaris & 3) Miss Jaquilne Alvaris therein referred to as the Purchaser of other part. The Vendor therein confirmed the execution of Irrevocable Power of Attorney dtd. 27/10/1961 and receipt of price consideration of Rs.27,825/- and further granted, sold, transferred and conveyed the the land bearing Survey No.114/5 adm. area 730 sq.mtrs. in favour of the Purchaser. The Deed of Conveyance dtd.14/08/2012 is registered in the office of Sub Registrar Assurances, Thane5, under Sr.No.TNN5-6930/2012 on 14/08/2012;

viii) By an Agreement For Assignment of Development Rights dated 19/08/2013 made and entered between 1) Shri Nirmal Devraj Punamiya, 2) Shri Hirachand Meghrajai Jain and 3) Shri Bhikachand Jeevraj Jain therein referred to as the Assignor No.1 of the First Part and Shri Suresh Devichand Mehta/Jain Partners of M/s. Darshan Enterprises therein referred to as Assignor No.2 of the Second part and 1) Shri. Joseph Anthony Alvaris, 2) Miss Marris Ellene Alvaris therein referred to as the Confirming Party No.1 and Miss Jaquilne Alvaris therein referred to as the Confirming Party No.2 of Third Part and M/s. Sai Ratna Developer therein referred to as the Assignee of the Fourth Part. The Assignor No.1 & 2 with the consent and knowledge of the Confirming Party No.1 & 2 have assigned the development right of the land bearing Survey No.114/5 adm. area 730 sq.mtrs. to and in favour of the Assignee therein at or for consideration and upon the terms and conditions more particularly stated therein. The Development Rights dated 19/08/2013 is registered in the office of Sub Registrar of Assurances, Thane -5 under Sr.No.TNN5/8501/2013 on 19/08/2013;

ix) Pursuant to Agreement For Assignment of Development Rights dated 19/08/2013 1) Shri Nirmal Devraj Punamiya, 2) Shri Hirachand Meghrajai Jain and 3) Shri Bhikachand Jeevraj Jain and Shri Suresh Devichand Mehta/Jain Partners of M/s. Darshan Enterprises also executed Substituted Power of Attorney dtd.19/08/2013 in favour of the Assignee therein inter-alia substituted all the powers and authorities which they acquired from 1) Shri. Joseph Anthony Alvaris, 2) Miss Marris Ellene Alvaris & 3) Miss Jaquilne Alvaris to carry out all acts, deeds, matters and things in respect of the land bearing Survey No.114/5 adm. area 730 sq.mtrs. The Substituted Power of Attorney dtd. 19/08/2013 is duly registered with the office of Sub-Registrar of Assurances, Thane-5 under Sr.No. TNN5/8502/2013 on 19/08/2013;

x) By an Agreement For Assignment of Development Rights dated 11/08/2015 made and entered between M/s. Sai Ratna Developer therein referred to as the Assignor of First Part, 1) Shri Nirmal Devraj Punamiya, 2) Shri Hirachand Meghrajai Jain and 3) Shri Bhikachand Jeevraj Jain therein referred to as the Confirming Party No.1 of the Second Part and Shri Suresh Devichand Mehta/Jain Partners of M/s. Darshan Enterprises therein referred to as Confirming Party No.2 of the Third Part and Vijay Suraksha Realty LLP. therein referred to as the Assignee of the Fourth Part. The Assignor with the consent and knowledge of the Confirming Party No.1 & 2 have assigned the development right of the land bearing Survey No.114/5 adm. area 730 sq.mtrs. to and in favour of the Assignee therein at or for consideration and upon the terms and conditions more particularly stated therein. The Agreement For Assignment of Development Rights dated 11/08/2015 is registered in the office of Sub Registrar of Assurances, Thane -2 under Sr.No.TNN2/9325/2015 on 11/08/2015;

xi) pursuant to the Agreement For Assignment of Development Rights dated 11/08/2015 M/s. Sai Ratna Developer also executed Substituted Power of Attorney dtd.11/08/2015 in favour of the Assignee therein inter-alia substituted all the powers and authorities which they acquired from the Confirming Party No.1 & 2 to carry out all acts, deeds, matters and things in respect of the land bearing Survey No.114/5 adm. area 730 sq.mtrs.. The Substituted Power of Attorney dtd.11/08/2015 is duly registered with the office of Sub-Registrar of Assurances, Thane-2 under Sr.No. TNN2/9327/2015 on 11/08/2015;

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Schedule – IIIA
Payment Schedule and Schedule for other charges

MODEL PAYMENT SCHEDULE

Sr No.	Milestone	%	Amount (in Rs.)
1.	Token Amount	[●]%	
2.	Balance of Down Payment (On Demand)	[●]%	
3.	On Execution of Agreement	[●]%	
4.	On Completion of Plinth	[●]%	
5.	On Completion of Recreation slab	[●]%	
6.	On Completion of 1st slab	[●]%	
7.	On Completion of 4th slab	[●]%	
8.	On Completion of 7th slab	[●]%	
9.	On Completion of 10th slab	[●]%	
10.	On Completion of 13th slab	[●]%	
11.	On Completion of 16th slab	[●]%	
12.	On Completion of 19th slab	[●]%	
13.	On Completion of 22nd slab	[●]%	
14.	On Completion of 25th slab	[●]%	
15.	On Completion of 27th slab	[●]%	
16.	On completion of the walls, internal plaster, floorings, doors and windows of the said flat	[●]%	
17.	On completion of the Sanitary fittings, staircases, lift	[●]%	
18.	on completion of the external plumbing and external plaster, elevation	[●]%	
19.	On completion of the balance work	[●]%	
20.	On receipt of Occupation Certificate	[●]%	
Total: {A}		100%	

Schedule – IIIB

Society Charges			Amount (in Rs.)
1.	Share Money	Payable before possession	
2.	Property Tax for ___ Months	Payable before possession	
3.	Society Maintenance for ___ Months	Payable before possession	
4.	Apex Maintenance for ___ Months	Payable before possession	
Total: {B}			

SCHEDULE – IV

DETAILS OF THE ORDERS OBTAINED IN RESEPECT OF THE SAID LARGER PROPERTY

(A) ORDERS U/S. 20(1), AMALGAMATION ORDER & AMENDMENT ORDERS UNDER PROVISIONS OF URBAN LAND (CEILING AND REGULATIONS) ACT 1976 :-

Sr. No.	Survey Numbers	Number & Date
1	S.No.76/1, 114/2, 114/4 & 116/6	Order u/s. 20(1)(fa) bearing no. ULC/TA/W.S.H.S./20 Special Dispension Scheme/SR-1473Dtd. 07/09/2004
2	S.No. 106/1(PT) renumbered as S.No.106/1/1	1) Order u/s. 20(1)(a) bearing no. ULC/TA/W.S.H.S.20/ Special Dispension Scheme/SR-1404 Dtd. 23/02/2004
		2) Amalgamation Order bearing no. ULC/TA/W.S.H.S.20/ Special Dispension Scheme/SR-1404 Dtd. 11/03/2004
		3) Amendment Order bearing no. ULC/TA/W.S.H.S.20/ Special Dispension Scheme/SR-1404Dtd. 17/12/2009
3	S.No.106/2	1) Order u/s. 20(1)(a) bearing no. ULC/TA/ATP/Kalam20/SR-1583Dtd. 05/09/2005
		2) Amalgamation Order bearing no. ULC/TA/ATP/Kalam20/SR-1583Dtd. 16/09/2005
		3) Amendment Order bearing no. ULC/TA/ATP/Kalam20/SR-1583 Dtd. 17/12/2009
4	S.No.106/2	1) Order u/s. 20(1)(a) bearing no. ULC/TA/W.S.H.S.20/SR-1582 Dtd.05/09/2005
		2) Amalgamation Order bearing no. ULC/TA/W.S.H.S.20/SR-1582 Dtd. 16/09/2005
		3) Amendment Order bearing no. ULC/TA/W.S.H.S.20/SR-1582 Dtd. 15/11/2007
(B) PERMISSION U/S. 43 OF BOMBAY TENANCY AND AGRICULTURAL LAND ACT, 1948		
1	S.No.114/6	TD/T-6/KV/VP/SR-34/2007 Dtd.05/03/2007
2	S.No.115/1B	TD/T-6/KV/VP/SR-159/2007 Dtd.30/07/2008
3	S.No.107	TD/T-6/KV/VP/SR-199/2006 Dtd.23/11/2006
4	S.No.111/1	TD/T-6/KV/VP/SR-181/2005 Dtd.16/08/2005
5	S.No.111/2	TD/T-6/KV/VP/SR-525/2009 Dtd.17/12/2009
6	S.No.106/1	TD/T-6/KV/VP/SR-66/2003 Dtd.08/05/2003
7	S.No.114/8 & 116/1	TD/T-6/KV/VP/SR-61/2005 Dtd.04/06/2005
8	S.No.113/2	TD/T-6/KV/VP/SR-526/2009 Dtd.25/01/2010
9	S.No.106/1C/2	TD/T-6/KV/VP/SR-200/2006 Dtd.23/11/2006
10	S.No.114/1 & 114/3	TD/T-6/KV/VP/SR-157/2007 Dtd.30/07/2008
11	S.No.76/4, 112/2 & 112/3	TD/T-6/KV/VP/SR-156/2008 Dtd.18/08/2008

SCHEDULE – V
PHASE – I PROPERTY

SCHEDULE – VI
DETAILS OF LITIGATIONS PENDING BEFORE THE COURT IN RESPECT OF
THE SAID LARGER PROPERTY

A] Following Litigations are filed against the predecessor-in-title of the Developers

:-

1. Spl. Civil Suit No.356/2007 :-

a) M/s. Roma Builders Pvt. Ltd. has filed suit being the Spl. Civil Suit No.356/2007 for specific performance of contract, injunction and other reliefs in the court of Civil Judge (S.D.), Thane at Thane (hereinafter referred to as “**the said First Litigation**”) against Shri. Kamalakar Ram Gondhali & 7 others in respect of land bearing Survey No.116/2, adm area 3840 sq.mtrs., S.No.116/4 adm. area 400 sq.mtrs., S.No.116/5, adm. area 900 sq.mtrs., S.No.116/6, adm. area 250 sq.mtrs., S.No.117/1 adm. area 900 and S.No.117/7, adm area 3290 sq.mtrs. referred to as ‘the Suit Properties’.

b) The Defendants in the said First Litigation have filed their written statement inter-alia stated that, by and under registered diverse Development Agreement they have granted development right of land bearing Survey No.116/2 adm. area 3840 sq.mtrs., S.No.117/7, adm. area 3290 sq.mtrs., S.No.116/5, adm. area 2180 sq.mtrs. to and in favour of Vijay Grihanirman Pvt. Ltd. and M/s. Vijay Associates respectively.

c) Pursuant to filing of written statement by the Defendants, the Plaintiff has filed an application under order VI Rule 17 r/w. order I Rule 10 (2) of C.P.C. inter-alia to implead Vijay Grihanirman Pvt. Ltd. as Defendant No.9 in the said First Litigation which is granted by the Civil Judge (S.D.), Thane.

d) Vijay Grihanirman Pvt. Ltd. being the Defendant No.9 has filed its written statement inter-alia resisted the said First Litigation filed by the Plaintiff.

e) During the pendency of said First Litigation, Roma Builders Pvt. Ltd. and Vijay Grihanirman Pvt. Ltd. have arrived at settlement and in pursuance thereof by and under Agreement for Sale dtd.28/12/2012 in the capacity of confirming party have waived/relinquished their development right in respect of area adm.5360 sq.mtrs. out of land bearing Survey No.116/2 to and in favour of Roma Builders Pvt. Ltd., by and under Deed of Conveyance dtd.14/08/2012 in the capacity of fourth confirming party waived/relinquished all their right, title, claim and interest in respect of land bearing Survey No.116/5 to and in favour of Roma Builders Pvt. Ltd. and similarly by and under Deed of Conveyance Dtd.28/12/2012 in the capacity of Confirming Party

waived/relinquished all their right, title, claim and interest in respect of land bearing Survey No.117/7 in favour of Roma Builders Pvt. Ltd.

f) By virtue of above referred documents, Vijay Grihanirman Pvt.Ltd. ceased to have any right in respect of an area adm.5360 sq.mtrs. out of Survey No.116/2, Survey No.116/4 and Survey No.117/7.

g) Now the Vijay Grihanirman Pvt. Ltd. is only concerned with land bearing Survey No.116/6, adm. area 250 sq.mtrs. and land bearing Survey No.116/5, adm. area 900 sq.mtrs. .

h) In intervening period development right of the land bearing Survey No. 116/6 adm. 250 sq.mtrs. and Survey No.116/5 adm. area 900 sq.mtrs. has been transferred by Vijay Grihanirman Pvt. Ltd. by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

I) Vijay Grihanirman Pvt. Ltd. accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Defendant which came to be allowed by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.16/02/2016 and as per order Vijay Suraksha Realty LLP has been impleaded as Defendant No.10 in the present matter and also amendment to that effect has been carried out by the Plaintiff and now the present matter is pending for steps by the Plaintiff.

2. **Spl. Civil Suit No.642/2010 :-**

a) Shri. Sanjay Chandrakant Gharat & 3 others have filed suit being Spl. Civil Suit No.642/2010 in the court of Civil Judge (S.D.), Thane at Thane (hereinafter referred to as "**the said Second Litigation**") against M/s. Vijay Associates & 3 others in respect of land bearing Survey No.106/2 adm. area 3000 sq.mtrs. of village Kavesar referred to as the Suit Property inter-alia for declaration, injunction, cancellation of development agreement and other reliefs.

b) M/s. Vijay Associates being the Defendant No.1 in the said Second Litigation filed its written statement inter-alia opposed and resisted the said Second Litigation.

c) The Plaintiff in the said Second Litigation have also filed an injunction application at Exhb.5 inter-alia for grant of interim relief which is rejected by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.12/05/2011.

d) The Plaintiff being aggrieved by the order dtd.12/05/2011 passed by the Hon'ble Civil Judge (S.D.), Thane has filed Appeal from Order No.618/2011 before the Hon'ble High Court, Bombay which came to be dismissed by the Hon'ble Bombay High Court vide its order dtd.21/03/2012 and thereafter the Plaintiff have not filed Special Leave Petition against the order dtd.21/03/2012 before the Hon'ble Supreme Court of India till the date and hence, the order dtd.21/03/2012 passed by the Hon'ble High Court, Bombay has gained finality.

e) In intervening period development right of the land bearing Survey No.106/2 adm. area 3000 sq.mtrs. has been transferred by M/s. Vijay Associates by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

f) Vijay Associates accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Defendant which came to be allowed by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.04/12/2015 and as per order Vijay Suraksha Realty LLP has been impleaded as Defendant No.5 in the present matter and also amendment to that effect has been carried out by the Plaintiff.

g) Vijay Suraksha Realty LLP has filed written statement in the present matter and now matter is posted for cross examination of the Plaintiff.

h) As on date no restraining order is running against Developer or its predecessor-in-title in respect of the land bearing Survey No.106/2 adm. area 3000 sq.mtrs. of village Kavesar .

3. Spl. Civil Suit No.93/2011 :-

a) Shri. Hemchandra B. Vaidya has filed suit being Spl. Civil Suit No.93/2011 in the court of Civil Judge (S.D.), Thane at Thane (hereinafter referred to as "**the said Third Litigation**") against Shri. Kacher Dama Patil & 10 others in respect of land bearing Survey No.113/1, 112/1, 114/9, 115/1 & 114/5 totally adm. area 19910 sq.mtrs. of village Kavesar referred to as the Suit Property inter-alia for declaration & injunction and other reliefs (the Developer herein is concerned with land bearing Survey No. 113/1, 112/1, 114/9 & 115/1 out of the suit property referred in the said Third Litigation).

b) M/s. Vijay Associates and Vijay Grihanirman Pvt. Ltd. being the Defendant No.10 & the Defendant No.11 respectively in the said Third Litigation filed their written statement inter-alia opposed and resisted the said Third Litigation.

c) During the pendency of said Third Litigation Shri. Kacher Dama Patil died and accordingly, his legal representative brought on record.

d) The Plaintiff in the said Third Litigation have also filed an injunction application at Exhb.5 inter-alia for grant of interim relief which is rejected by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.26/02/2014.

e) The Plaintiff being aggrieved by the order dtd.26/02/2014 passed by the Hon'ble Civil Judge (S.D.), Thane has filed Appeal from Order No.03/09/2014 before the Hon'ble High Court, Bombay which came to be dismissed by the Hon'ble Bombay High Court vide its order dtd.09/06/2014 and thereafter the Plaintiff have filed Special Leave Petition No. 20803/14 against the order dtd.09/06/2014 passed by the Hon'ble Bombay High Court before the Hon'ble Supreme Court of India which also came to be rejected by the Hon'ble Supreme Court of India vide its order dtd. 25/08/2014.

f) In intervening period development right of the land bearing Survey No. 113/1, 112/1, 114/9, 115/1 & 114/5 totally adm. area 19910 sq.mtrs. has been transferred by M/s. Vijay Associates by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

g) Vijay Grihanirman Pvt. Ltd. accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Defendant which came to be allowed by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.04/12/2015 and as per order Vijay Suraksha Realty LLP has been impleaded as Defendant No.12 in the present matter and also amendment to that effect has been carried out by the Plaintiff.

h) Vijay Suraksha Realty LLP has filed written statement in the present matter and now matter is posted for filing of evidence by the Plaintiff.

i) The said Third Litigation is now at the stage of final hearing and disposal.

g) As on date no restraining order is running against the Developers or its predecessor-in-title in respect of the land bearing Survey No. 113/1, 112/1, 114/9 & 115/1.

4. **Arbitration Claim No.38/2009 :-**

a) Shri. Hemchandra B. Vaidya has filed statement of claim as per section 23 of Arbitration and Conciliation Act, 1996 before the Hon'ble Arbitral Tribunal, consisting of Shri. J.K.Das at Thane (hereinafter referred to as "**the said Fourth Litigation**") against Shri. Kacher Dama Patil & 10 others in respect of land bearing Survey No.113/1, 112/1, 114/9, 115/1 & 114/5 totally adm. area 19910 sq.mtrs. of village Kavesar referred to as the Suit Property inter-alia for specific performance of memorandum of understanding dtd.12/04/2006 executed by and between Shri. Hemchandra B. Vaidya and Shri. Kacher Dama Patil in respect of the suit property

referred hereinabove and other reliefs (the Developer herein is concerned with land bearing Survey No. 113/1, 112/1, 114/9 & 115/1 out of the suit property referred in the said Fourth Litigation).

b) Shri. Kacher Dama Patil in the said Fourth Litigation filed their Reply-cum- Written Statement inter-alia opposed and resisted the said Fourth Litigation.

c) During the pendency of said Fourth Suit Shri. Kacher Dama Patil died and accordingly, his legal representative brought on record.

d) The said Fourth Litigation is now at the stage of hearing.

e) As on date no restraining order is running against the Developers or its predecessor-in-title in respect of the land bearing Survey No. 113/1, 112/1, 114/9 & 115/1 .

5. **Spl. Civil Suit No.257/2014 :-**

a) Shri. Nikhil Rasiklal Makhecha has filed suit being Spl. Civil Suit No.257/2014 in the court of Civil Judge (S.D.), Thane at Thane (hereinafter referred to as “**the said Fifth Litigation**”) against Roma Builders Pvt. Ltd. & 2 others in respect of various properties referred to as the Entire Suit Property therein out of which the Developer is concerned with land bearing Survey No.111/2 adm. area 4380 sq.mtrs. of village Kavesar inter-alia for declaration, injunction and cancellation of development agreement and other reliefs.

b) The Plaintiff in the said Fifth Litigation have also filed an injunction application at Exhb.5 inter-alia for grant of interim relief which is rejected by the Hon’ble Civil Judge (S.D.), Thane vide its order dtd.12/06/2014.

c) Shri. Nikhil R. Makhecha has not impleded M/s. Vijay Associates in the present matter in array of the Defendants hence, M/s. Vijay Associates has filed application under order 1 Rule 10 of C.P.C., 1908 for impleading them the Defendant in the said Fifth Litigation.

d) The Application filed by M/s. Vijay Associates is pending for hearing and disposal.

e) Being aggrieved by order dtd.12/06/2014 passed by the Hon’ble Civil Judge (S.D.), Thane M/s. Vijay Associates has filed Appeal from Order No. 1146/2014 before the Hon’ble Bombay High Court.

f) Being aggrieved by order dtd.12/06/2014 passed by the Hon’ble Civil Judge (S.D.), Thane Roma Builders Pvt. Ltd. has filed Appeal from Order No. 816/14 before the Hon’ble Bombay High Court.

g) The Hon'ble Bombay High Court vide its order dtd. 08/02/2015 inter-alia has allowed the appeal filed by Roma Builders Pvt. Ltd. and set aside order dtd.12/06/2015 passed by the Hon'ble Civil Judge (S.D.), Thane.

h) In view of order dtd. 08/02/2015 being passed by the Hon'ble Bombay High Court in A.O. No. 816/14 filed by Roma Builders Pvt. Ltd. the injunction granted by the Civil Judge (S.D.), Thane at Thane on 12/06/2014 in Spl. Civil Suit No.257/2014 got vacated and accordingly, Vijay Group Associates intend to withdraw A.O. No.1146/2014 from the Hon'ble Bombay High Court.

i) As on date no restraining order is running against Developer or its predecessor-in-title in respect of the land bearing Survey No.111/2 adm. area 4380 sq.mtrs. of village Kavesar .

6. Reg. Civil Suit No.262/2015 :-

a) Smt. Yamunabai Bhalchandra Patil has filed suit being Reg. Civil Suit No.262/2015 in the court of Civil Judge (J.D.), Thane at Thane (hereinafter referred to as “**the said Sixth Litigation**”) against Shri Dattaram Ganpat Patil & 5 others in respect of land bearing Survey No.106/1/1 adm. area 7780 sq.mtrs. of village Kavesar inter-alia for declaration, injunction and cancellation of development agreement and other reliefs. The Plaintiff in the said Seventh Litigation have also filed an injunction application at Exhb.5 inter-alia for grant of interim relief.

b) M/s. Vijay Group Associates being the Defendant No.5 in the present matter has filed its written statement and resisted the suit of the Plaintiff now matter is pending for hearing of interim application at Exhb.5

c) As on date no restraining order is running against Developer or its predecessor-in-title in respect of the land bearing Survey No.106/1/1 adm. area 7780 sq.mtrs. of village Kavesar .

7. Spl. Civil Suit No.134/2016 :-

a) Smt. Savitribai Ganpat Patil has filed suit being Reg. Civil Suit No.164/2015 in the court of Civil Judge (J.D.), Thane at Thane against Shri. Datta Ganpat Patil & 5 others in respect of land bearing Survey No.106/1/1 adm. area 8090 sq.mtrs. of village Kavesar

inter-alia for declaration and injunction which was on point of pecuniary jurisdiction transferred in the court of Civil Judge (S.D.), Thane and renumbered as Spl. Civil Suit No.134/2015 (hereinafter referred to as “**the said Seventh Litigation**”). The Plaintiff in the said Seventh Litigation have also filed an injunction application at Exhb.5 inter-alia for grant of interim relief.

b) M/s. Vijay Group Associates being the Defendant No.6 in the present matter has filed its written statement and resisted the suit of the Plaintiff and also have filed application u/s. 9A of C.P.C. and now matter is pending for hearing of application u/s. 9A.

c) As on date no restraining order is running against Developer or its predecessor-in-title in respect of the land bearing Survey No.106/1/1 adm. area 8090 sq.mtrs. of village Kavesar .

8. Reg. Civil Suit No. 531/2015

a) Shri. Balaram Narayan Daki has filed suit being Reg. Civil Suit No. 531/2015 in the Court of Civil Judge (J.D.) Thane at Thane (hereinafter referred to as the said “**the said Eighth Litigation**”) against Smt. Chandribai Kisan Gaikar & 14 Ors. in respect of land bearing Survey No. 106/1(part) subsequently renumbered as Survey No.106/1/2 adm. area 5000 sq.mtrs. of village Kavesar inter-alia for declaration and injunction. The Plaintiff in the said Ninth Litigation also filed an injunction application at Exh.5 inter-alia for grant of interim relief.

b) M/s Vijay Associates now known as M/s Vijay Group Associates being the Defendant no. 13 in the present matter has filed their Written Say in the aforesaid suit.

c) As on date no restraining order is running against Developer or its predecessor in-title in respect of the land bearing Survey No. 106/1(part) subsequently renumbered as Survey No.106/1/2 adm. area 5000 sq.mtrs. of village Kavesar .

9. Spl. Civil Suit No. 462/2014

a) Shri Vikas Rajaram Pithale & Another have filed suit being Spl. Civil Suit no. 462/2014 in the court of Civil Judge (S.D) Thane at Thane (hereinafter referred to as the said “**the said Ninth Litigation**”) against M/s Vijay Associates now known as M/s Vijay Group Associates & 20 Ors. in respect of land bearing Survey No. 113/2

admeasuring 4050 sq. mtrs. of village Kavesar inter-alia for Cancellation. The Plaintiff in the said Ninth Litigation also filed an injunction application at Exh. 5 inter-alia for grant of interim relief.

b) M/s Vijay Associates being the Defendant no. 1 in the present matter has filed their Say/Written Statement in the aforesaid suit inter-alia resisted the said Ninth Litigation filed by the Plaintiff.

c) In intervening period development right of the land bearing Survey No. 113/2 admeasuring 4050 sq. mtrs. has been transferred by M/s. Vijay Associates by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

d) Vijay Suraksha Realty LLP has filed accordingly, have filed application under Order I Rule 10 of C.P.C. inter-alia to implead as Defendant in the present matter however, during the pendency of present application the Plaintiff as and by way of compliance to the order dtd.17/06/2017 have themselves filed application under Order I Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as a Defendant in the present matter.

e) Now the matter is pending for filing of say of Vijay Suraksha Realty LLP on application under Order 1 Rule 10 filed by the Plaintiff.

f) As on date no restraining order is running against Developer or its predecessor in-title in respect of the land bearing Survey No. 113/2 admeasuring 4050 sq. mtrs. of village Kavesar.

10. Spl. Civil Suit No. 27/2016 :-

a) M/s. Ravi Development have filed suit being Spl. Civil Suit no.27/2016 in the court of Civil Judge (S.D) Thane at Thane (hereinafter referred to as the said “**the said Tenth Litigation**”) against M/s. Vijay Grihanirman Pvt. Ltd. & 26 Ors. in respect of land bearing Survey No. 116/7 admeasuring 450 sq. mtrs., Survey No. 116/3 admeasuring 1010 sq. mtrs., Survey No. 114/10 admeasuring 580 sq. mtrs., Survey No. 116/1 admeasuring 580 sq. mtrs., Survey No. 114/8 admeasuring 250 sq. mtrs. and Survey No. 76/4 admeasuring 1060 sq. mtrs. of village Kavesar, Taluka & District Thane inter-alia for Specific Performance, Declaration, Partition, Cancellation of Instruments and

Injunction. The Plaintiff in the said Tenth Litigation also filed an injunction application at Exh. 5 inter-alia for grant of interim relief.

b) M/s. Vijay Grihanirman Pvt. Ltd. being the Defendant no.26 in the present matter has filed their Written Statement in the aforesaid suit inter-alia resisted the said Tenth Litigation filed by the Plaintiff.

c) M/s. Vijay Grihanirman Pvt. Ltd. has also filed pursis before the Hon'ble Civil Judge (S.D.), Thane in this matter inter-alia informing the Hon'ble Court with regards to transfer of above referred survey numbers in favour of Vijay Suraksha Realty LLP by and under Deed of Transfer and Assignment of Business dtd.27/04/2015.

d) Despite of having knowledge of transfer of right of above referred property in favour of Vijay Suraksha Realty LLP by and under Deed of Transfer and Assignment of Business dtd.27/04/2015, the Plaintiff has not initiated any step to implead Vijay Suraksha Realty LLP as party Defendant in this matter. The matter is pending for filing of say by the Plaintiff on various pending applications filed by the Defendants.

e) As on date no restraining order is running against Developer or its predecessor in title in respect of the above referred property.

11. Spl. Civil Suit No. 534/2016 :-

a) Mrs. Sarika Vijay Thakur has filed suit being Spl. Civil Suit no.534/2016 in the court of Civil Judge (S.D) Thane at Thane (hereinafter referred to as the said **“the said Eleventh Litigation”**) against M/s. Vijay Associates (now known as M/s. Vijay Group Associates) & 8 Ors. in respect of land bearing Survey No. 106/1/1 admeasuring 8990 sq. mtrs. of village Kavesar, Taluka & District Thane inter-alia for Declaration, Injunction, Partition Specific Performance of Contract. The Plaintiff in the said Eleventh Litigation also filed an injunction application at Exh. 5 inter-alia for grant of interim relief.

b) M/s. Vijay Associates being the Defendant no.8 in the present matter has filed their Written Statement in the aforesaid suit inter-alia resisted the said Eleventh Litigation filed by the Plaintiff.

c) M/s. Vijay Associates has filed an application u/s.33 & section 34 r/w. Article 25 of the Maharashtra Stamp Act and section 17 & section 49 of Registration Act r/w. section 151 of Civil Procedure Code inter-alia for impounding of Agreement dt d. 27/07/2016 which is unregistered and executed on insufficient stamp paper on which the Plaintiff has placed her reliance.

d) The Plaintiff has not filed her say to above referred application and same is pending for filing of say of the Plaintiff.

e) M/s. Vijay Associates has also informed the Hon'ble Civil Judge (S.D.), Thane in this matter with regards to transfer of above referred survey numbers in favour of Vijay Suraksha Realty LLP by and under Deed of Transfer and Assignment of Business dtd.27/04/2015.

f) Despite of having knowledge of transfer of right of above referred property in favour of Vijay Suraksha Realty LLP by and under Deed of Transfer and Assignment of Business dtd.27/04/2015, the Plaintiff has not initiated any step to implead Vijay Suraksha Realty LLP as party Defendant in this matter.

g) As on date no restraining order is running against Developer or its predecessor in title in respect of the above referred property.

12. Appeal from Order No.43/2017 :-

a) Smt. Savitri Ganpat Patil has filed Appeal from Order No.43/2017 (hereinafter referred to as the said “**the said Twelfth Litigation**”) before the Hon'ble High Court, Bombay inter-alia challenging the order dtd.24/08/2016 passed by the Hon'ble Civil Judge (S.d.), Thane below Exh.5 inter-alia rejecting the injunction application filed by the Appellant in Spl. Civil Suit No.134/2016 in respect of the land bearing Survey No.106/1/1, admeasuring 8990 sq. mtrs. of village Kavesar, Taluka & District Thane

b) Being aggrieved by the order dtd.24/08/2016 passed by the Hon'ble Civil Judge (S.d.), Thane below Exh.5 inter-alia rejecting the injunction application filed by the Appellant in Spl. Civil Suit No.134/2016, the Appellant has filed present Appeal from Order inter-alia challenging the impugned order dtd.24/08/2016 passed by the Hon'ble Civil Judge (S.D.), Thane at Thane.

c) The Appellant in the present matter by obtaining leave of the Hon'ble High Court, Bombay withdrawn the present Appeal accordingly, the Hon'ble Justice Smt. Anuja Prabhu Desai disposed of the present Appeal vide order dtd.04/07/2017.

13. Remand Case No.172/2016 arise out of Tenancy Appeal No.227/2008 :-

a) The present Remand Case No.172/2016 (hereinafter referred to as the said “**the said Thirteenth Litigation**”) initiated by the Sub-Divisional Officer, Thane against the Respondent No.1 as per the order dtd.15/09/2015 passed by the Hon'ble Maharashtra Revenue Tribunal, Mumbai in Tenancy Revision No.349/2008.

b) M/s. Roma Builders Pvt. Ltd. had filed Tenancy Appeal No.227/2008 inter-alia challenging the order dtd.03/05/2007 passed by the Ld. Agricultural Land Tribunal and Tahasildar, Thane in case no. TNC/32G/Kavesar/33/2007 inter-alia determining the purchase price in respect of the land bearing Survey No.115/1 of Village Kavesar, Taluka & District Thane in favour of Shri. Kacher Dama Patil.

c) The Sub-Divisional Officer, Thane vide its order dtd.16/07/2008 dismissed the appeal on the ground of delay in filing the Appeal.

d) Being aggrieved by the order dtd.16/07/2008, M/s. Roma Builders Pvt. Ltd. filed Revision Application 349/2008 before the Hon'ble Maharashtra Revenue Tribunal, Mumbai inter-alia challenging the impugned order dtd.16/07/2008 passed by the Sub-Divisional Officer, Thane.

e) The Hon'ble Maharashtra Revenue Tribunal, Mumbai vide its order dtd.15/09/2015 partly allowed the Revision Application and set aside order dtd.16/07/2008 passed by Sub-Divisional Officer, Thane in Tenancy Appeal No.227/2008 and remanded back the matter to the Sub-Divisional Officer, Thane for fresh hearing.

f) Since, Shri. Kacher Dama Patil being the Respondent No.1 in the present matter died intestate on 15/12/2011 leaving behind him 1) Shri. Parshuram Kacher Patil, 2) Shri. Purushottam Kacher Patil and 3) Shri. Pradeep Kacher Patil as his legal heirs accordingly, the Sub-Divisional Officer, Thane impleaded them as Respondent in the present matter and they have filed their Say in the inter-alia resisted the said Thirteenth Litigation filed by the Appellant.

g) Vijay Grihanirman Pvt. Ltd. being having development right of Survey No. 115/1/1 by virtue of registered Development Agreement have filed application inter-alia to implead as Respondent in the present matter which came to be allowed by the Ld. Sub-Divisional Officer, Thane.

h) Vijay Grihanirman Pvt. Ltd. have filed their Say in the inter-alia resisted the said Thirteenth Litigation filed by the Appellant.

i) The Ld. Sub-Divisional Officer, Thane closed the present matter for order.

j) As on date no restraining order is running against Developer or its predecessor in-title in respect of the above referred property.

14. Remand Case No.173/2016 arise out of Tenancy Appeal No.229/2008 :-

a) The present Remand Case No.173/2016 (hereinafter referred to as the said “**the said Fourteenth Litigation**”) initiated by the Sub-Divisional Officer, Thane against the

Respondent No.21 to 27 as per the order dtd.15/09/2015 passed by the Hon'ble Maharashtra Revenue Tribunal, Mumbai in Tenancy Revision No.347/2008.

b) M/s. Roma Builders Pvt. Ltd. had filed Tenancy Appeal No.229/2008 inter-alia challenging the order dtd.03/05/2007 passed by the Ld. Agricultural Land Tribunal and Tahasildar, Thane in case no. TNC/32G/Kavesar/107/2007 inter-alia determining the purchase price in respect of the land bearing Survey No.112/2 & 112/3 of Village Kavesar, Taluka & District Thane in favour of Shri. Shankar Laxman Kasar.

c) The Sub-Divisional Officer, Thane vide its order dtd.16/07/2008 dismissed the appeal on the ground of delay in filing the Appeal.

d) Being aggrieved by the order dtd.16/07/2008, M/s. Roma Builders Pvt .Ltd. filed Revision Application 347/2008 before the Hon'ble Maharashtra Revenue Tribunal, Mumbai inter-alia challenging the impugned order dtd.16/07/2008 passed by the Sub-Divisional Officer, Thane.

e) The Hon'ble Maharashtra Revenue Tribunal, Mumbai vide its order dtd.15/09/2015 partly allowed the Revision Application and set aside order dtd.16/07/2008 passed by Sub-Divisional Officer, Thane in Tenancy Appeal No.229/2008 and remanded back the matter to the Sub-Divisional Officer, Thane for fresh hearing.

f) Since, Respondent No.21 to 27 appeared in the matter and have filed their Say in the inter-alia resisted the said Fourteenth Litigation filed by the Appellant.

g) The Ld. Sub-Divisional Officer, Thane closed the present matter for order.

h) As on date no restraining order is running against Developer or its predecessor in-title in respect of the above referred property.

15. RTS Revision No.959/2016 :-

a) The present RTS Revision No.959/2016 (hereinafter referred to as the said “**the said Fifteenth Litigation**”) filed by Smt. Savitribai Ganpat Patil before the Hon'ble Addl. Commissioner, Konkan Division at Mumbai against the order dtd.14/03/2016 passed by the Ld. Addl. Collector, Thane in RTS/Appeal No.15/2015 inter-alia dismissing the Appeal of the Appellant.

b) The Appellant herein being aggrieved by the order dtd.14/03/2016 passed by the Ld. Addl. Collector, Thane in RTS/Appeal No.15/2015 filed the present RTS Revision Application inter-alia challenging the order dtd.14/03/2016 passed by the Ld. Addl. Collector, Thane in RTS/Appeal No.15/2015.

c) The Appellant along with the present RTS Revision Application has also filed application to stay the implementation and execution of the order dt.d.14/03/2016 passed by the Ld. Addl. Collector, Thane.

d) M/s. Vijay Associates being the Respondent No.9 herein appeared in the present matter and filed its say inter-alia resisted the RTS Revision Application of the Applicant.

e) The Hon'ble Addl. Commissioner Konkan Division, Mumbai closed the present matter for order.

f) As on date no restraining order is running against Developer or its predecessor in-title in respect of the above referred property.

16. RTS Appeal No.231/2016 :-

a) The present RTS Appeal No.231/2016 (hereinafter referred to as the said "**the said Sixteenth Litigation**") filed by Shri. Sitaram Padya Patil & 4 Ors. before the Ld. Sub-Divisional Officer, Thane for cancellation of Mutation Entry No.2409 certified on 05/07/2008 by the concerned Revenue Authority.

b) The Appellant herein being aggrieved by the Mutation Entry No.2409 certified on 05/07/2008 by the concerned Revenue Authority has filed present RTS Appeal inter-alia challenging the Mutation Entry No.2409 certified on 05/07/2008 by the concerned Revenue Authority.

c) Since there was delay in filing the present RTS Appeal hence, the Appellant have filed application before the Ld. Sub-Divisional Officer, Thane inter-alia praying to condone the delay caused in filing the present appeal.

d) The Ld. Sub-Divisional Officer, Thane vide its order dt.d.22/03/2017 condoned the delay caused in filing the present appeal and now the matter is posted for hearing of the present appeal.

B] Following Litigations are filed by the Developers and its predecessor-in-title :-

1. Spl. Civil Suit No.357/2015 :-

a) Vijay Suraksha Realty LLP being the Developer herein has filed suit being Spl. Civil Suit No.357/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as “**the said Seventeenth Litigation**”) against Smt. Manjula Shantaram Shinge & 5 others inter-alia for specific performance of contract, declaration and injunction.

b) Smt. Manjula Shantaram Shinge & 5 others by and under Agreement for Sale dtd.25/02/2014 agreed to sell, transfer and convey their undivided share in the land bearing Survey No.106, Hissa No.1(pt.) subsequently renumbered as Survey No.106, Hissa No.1/2, adm. area 5000 sq.mtrs. to and in favour of the Developer herein at or for consideration and upon the terms and conditions stated therein which is duly registered in the office of Sub-Registrar of Assurances, Thane under Sr. No.TNN5/1977/2014 on 25/02/2014 and also executed Power of Attorney of even date in favour of the Developers herein which is also registered in the office of Sub-Registrar of Assurances, Thane under Sr. No.TNN5/1978/2014 on 25/02/2014.

c) The Developer have paid part consideration to the Defendants in the said Seventeenth Litigation on or before execution of the Suit Agreement referred therein and issued post dated cheques to the Defendants in respect of balance consideration which is duly accepted and acknowledged by the Defendants.

d) The Defendants realized part consideration of Rs.35,70,000/- in their account and illegally returned the cheques for the sum of Rs.15,14,700/- issued to them in the form of post dated cheques towards balance consideration alongwith notice dtd.29/09/2014 inter-alia cancelling the suit agreement.

e) The Developers to enforce specific performance of contract and also to seek declaration and injunction has filed present suit and also filed an application for interim relief at Exhb.5.

f) Despite of being duly served the Defendants have not filed their written statement in the said Seventeenth Litigation and same is pending for filing of say/written statement of Defendants and mean time the Hon'ble Court vide its order dtd. 27/07/2015 inter-alia restrained the Defendants not to create third party interest in respect of the suit property.

g) The Defendant over a period of time realized their mistake and approached Vijay Suraksha Realty LLP being the Plaintiff in the present matter and shown their willingness to accept balance consideration and also addressed Letter dtd.16/08/2016 to the Plaintiff inter-alia showing their willingness to settle the matter.

h) Pursuant to above said Letter dtd.16/08/2016 the Plaintiff and the Defendants entered into registered Deed of Confirmation dtd.14/09/2016 under which they have confirmed the execution of Agreement for Sale dtd.25/02/2014 and also have accepted balance consideration of Rs.15,14,700/-.

i) The Defendant despite of executing Deed of Confirmation as aforesaid avoiding to sign consent terms as agreed by them by and under the above said Deed of Confirmation however, the Plaintiff have filed amendment application before the Hon'ble Court and also have filed above said Deed of Confirmation and now matter is pending for filing of say by the Defendant on Amendment Application.

2. **Spl. Civil Suit No.356/2015 :-**

a) Vijay Suraksha Realty LLP. being the Developer herein has filed suit being Spl. Civil Suit No.356/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as "**the said Eighteenth Litigation**") against Smt. Banubai Shantaram Mukadam & 3 others inter-alia for specific performance of contract, declaration and injunction.

b) Smt. Banubai Shantaram Mukadam & 3 others by and under Agreement for Sale dtd.25/02/2014 agreed to sell, transfer and convey their undivided share in the land bearing Survey No.106, Hissa No.1(pt.) subsequently renumbered as Survey No.106, Hissa No.1/2, adm. area 5000 sq.mtrs. to and in favour of the Developer herein at or for consideration and upon the terms and conditions stated therein which is duly registered in the office of Sub-Registrar of Assurances, Thane5 under Sr. No.TNN5/1970/2014 on 25/02/2014 and also executed Power of Attorney of even date in favour of the Developers herein which is also registered in the office of Sub-Registrar of Assurances, Thane5 under Sr. No.TNN5/1973/2014 on 25/02/2014.

c) The Developer have paid part consideration to the Defendants in the said Eighteenth Litigation on or before execution of the Suit Agreement referred therein and issued post dated cheques to the Defendants in respect of balance consideration which is duly accepted and acknowledged by the Defendants.

d) The Defendants realized part consideration of Rs.5,00,000/- in their account and thereafter illegally avoiding to deposit cheques for the sum of Rs.10,00,000/- issued to them in the form of post dated cheques towards balance consideration alongwith notice dtd.02/04/2015 inter-alia cancelling the suit agreement.

e) The Developers to enforce specific performance of contract and also to seek declaration and injunction has filed present suit and also filed an application for interim relief at Exhb.5.

f) The Developer has also filed an application inter-alia seeking permission of the Hon'ble Court to deposit balance consideration of Rs.10,00,000/- in the court which

came to be allowed by the Hon'ble Court vide order dtd.24/08/2015 and accordingly, the Developer has deposited an amount of Rs.10,00,000/- in the Hon'ble Court.

g) Despite of being duly served the Defendants have not filed their written statement in the said Eighteenth Litigation and same is pending for filing of say/written statement of Defendants. Accordingly, the Hon'ble Court has filed no W.S. Order against the Defendant on 16/07/2016.

3. Spl. Civil Suit No.80/2015 :-

a) Vijay Grihanirman Pvt. Ltd. has filed suit being Spl. Civil Suit No.80/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as “**the said Nineteenth Litigation**”) against Smt. Yashwantabai Dwarakanath Gondhali & 3 others inter-alia for declaration, injunction and cancellation of Agreement for Sale dtd.17/07/2014.

b) Smt. Yashwantabai Dwarakanath Gondhali & others and Shri. Hemchandra Vaidya, the Defendant No.3 in the said Nineteenth Litigation illegally executed Agreement for Sale dtd.17/07/2014 by and between themselves in respect of their undivided share in the land bearing Survey No.116/2, adm. area 10720 sq.mtrs. of Village Kavesar, Taluka & District Thane.

c) Vijay Grihanirman Pvt. Ltd. being the Plaintiff No.1 in the said Nineteenth Litigation by and under registered Development Agreement dtd.25/08/2006 have acquired development right of land bearing Survey No.116/2, adm. area 10720 sq.mtrs. of Village Kavesar, Taluka & District Thane from Shri. Dwarakanath Vishnu Gondhali & 41 others being the Plaintiffs No.2 to 42 in the said Nineteenth Litigation.

d) By virtue of Development Agreement dtd.25/08/2006, the Plaintiff No.1 have acquired development right of land bearing Survey No.116/2, adm. area 10720 sq.mtrs. from the Plaintiff No.2 to 42 and became entitled to develop the same.

e) By and under registered Agreement for Sale dtd.28/12/2012 the Plaintiff No.2 to 42 with the consent and knowledge of the Plaintiff No.1 agreed to sell, transfer and convey an area adm.5360 sq.mtrs. out of total area adm.10720 sq.mtrs. of Survey No.116/2 to and in favour of Roma Builders Pvt. Ltd.

f) By virtue of Agreement for Sale dtd.28/12/2012 the development right in respect of an area adm.5360 sq.mtrs. out of total area adm.10720 sq.mtrs. of Survey No.116/2 remained with Vijay Grihanirman Pvt. Ltd. referred to as the Suit Property in the said

Nineteenth Litigation viz; the land bearing Survey No. 116/2 adm. area 5360 sq.mtrs. of Village Kavesar.

g)

h) The Defendant No.1 to 3 have filed their written statement in the present matter.

i) In intervening period development right of the land bearing Survey No. 116/2, adm. area 10720 sq.mtrs. has been transferred by M/s. Vijay Grihanirman Pvt. Ltd. by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

j) Vijay Grihanirman Pvt. Ltd. accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Co-Plaintiff which came to be allowed by the Hon'ble Civil Judge (S.D.), Thane vide its order dtd.11/08/2016 and as per order Vijay Suraksha Realty LLP has been impleaded as Plaintiff No.43 in the present matter.

k) The Plaintiff has filed application under Order VI Rule 17 of C.P.C. inter-alia to amend the plaint which is pending for filing of say of the Defendant.

4. Spl. Civil Suit No.229/2015 :-

a) Vijay Group Associates has filed suit being Spl. Civil Suit No.229/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as “**the said Twentieth Litigation**”) against Shri. Sadashiv Shankar Patil & others inter-alia for injunction, declaration and other reliefs.

b) Shri. Sadashiv Shankar Patil & others by and under Development Agreement dtd.20/10/2006 granted development right in respect of the land bearing Survey No.106, Hissa No.1(pt) subsequently renumbered as Survey No.106, Hissa No.1/2 adm. area 5000 sq.mtrs. of village Kavesar referred to as the suit property to and in favour of M/s. Rajaram Construction at or for consideration and upon the terms and conditions stated therein which is duly registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No.TNN1/05164/2006 on 20/10/2006 and also executed Power of Attorney of even date in favour of the Developers herein which is also registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No.TNN1/635/2006 on 20/10/2006.

c) M/s. Rajaram Construction by and under Agreement for Assignment of Development Right dtd.22/01/2007 assigned the development right of the suit property to the Plaintiff which is duly registered in the office of Sub-Registrar of Assurances, Thane2 under Sr.

No.TNN2/01285/2007 dtd.22/02/2007 and also executed Substituted Power of Attorney of even date in favour of the Plaintiff which is also registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No.TNN2/179/2007 on 22/02/2007.

d) Shri. Sadashiv Shankar Patil & others vide their notice dtd.18/11/2014 inter-alia disputed execution of Development Agreement dtd.20/10/2006 and Agreement for Assignment dtd.22/02/2007 and also imposed allegation against the Plaintiff inter-alia cancelling the above referred agreement and thereafter tried to illegally enter / encroach upon the suit property.

e) M/s. Vijay Group Associates with a view to protect their legal right in respect of the suit property compelled to file present suit against Shri. Sadashiv Shankar Patil & others inter-alia for injunction and declaration.

f) The Plaintiff in the present matter has filed application inter-alia seeking permission of the Hon'ble Court to deposit an amount of Rs.2,61,800/- in the court which came to be allowed by the Hon'ble Court vide order dtd.02/07/2015 which is deposited by the Plaintiff in the court on 13/07/2015.

g) In intervening period development right of the land bearing Survey No.106, Hissa No.1(pt) subsequently renumbered as Survey No.106, Hissa No.1/2 adm. area 5000 sq.mtrs. of village Kavesar has been transferred by Vijay Group Associates by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

h) Vijay Group Associates accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Defendant which is pending for filing of say by the Defendant.

i) In this matter despite of being duly served the Defendants No.6 and 10 in the Twentieth Litigation have filed their written statement however, the Defendant No.1 to 5 and 7 to 9 in the Thirteenth Litigation despite of being served have not filed their appearance accordingly, the Hon'ble Court vide Order dtd.15/07/2015 passed Ex-parte order against the Defendant No.1 to 5, 7 to 9.

5. Spl. Civil Suit No.239/2015 :-

a) Vijay Group Associates has filed suit being Spl. Civil Suit No.239/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as “**the said Twenty First Litigation**”) against Smt. Bayamabai Ramchandra Shinge & 9 others inter-alia for injunction, declaration and other reliefs.

b) By and under Development Agreement dtd.11/12/2006 Shri. Ramachandra Budhya Shinge and others granted development right in respect of the land bearing Survey No.107, area adm. 2692 sq.mtrs. to and in favour of M/s. Rajaram Construction at or for consideration and upon the terms and conditions stated therein which is duly registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No.TNN2/08981/2006 on 12/12/2006 and also executed Power of Attorney of even date in favour of the Plaintiff No.16 which is also registered in the office of Sub-Registrar of Assurances, Thane1 under Sr. No.TNN2/8982/2006 on 12/12/2006.

c) Smt. Bayamabai Shinge being the legal heir of Shri. Ramachandra Budhya Shinge claiming right in the suit property inter-alia sent letter dtd.09/07/2014 and accordingly tried to illegally enter upon the suit property.

d) M/s. Vijay Group Associates with a view to protect their legal right in respect of the suit property compelled to file present suit against the Defendants inter-alia for injunction and declaration.

e) In this matter the Defendants have been duly served however, they have not filed written statement in the present matter accordingly, the Hon'ble Court vide Order dtd.08/06/2016 passed no W.S. Order against the Defendants.

f) In intervening period development right of the land bearing Survey No.106, Hissa No.1(pt) subsequently renumbered as Survey No.107, area adm. 2692 sq.mtrs. of village Kavesar has been transferred by Vijay Group Associates by and under Deed of Transfer and Assignment of Business dtd.27/04/2015 in favour of Vijay Suraksha Realty LLP.

g) Vijay Group Associates accordingly, have filed application under Order XXII Rule 10 of C.P.C. inter-alia to implead Vijay Suraksha Realty LLP as Defendant which is pending for filing of say by the Defendant No.1 & the Defendant No.3 to 10.

h) Since, the Defendant No.2 was expired prior to filing of the present suit hence, application has been made by the Plaintiff inter-alia to implead legal heirs of the Defendant no.2 which is pending for order.

6. Spl. Civil Suit No. 236/2015 :-

a) Vijay Grihanirman Pvt. Ltd. has filed suit being Spl. Civil Suit No.236/2015 in the court of Civil Judge (S.D.) Thane at Thane(hereinafter referred to as “the said **Twenty Second Litigation**”) against Shri. Rohidas Gana Tare & 8 others inter-alia for specific performance of contract, declaration and injunction.

b) Shri. Rohidas Gana Tare & 8 others by and under Agreement for Sale dtd.03/12/2009 agreed to sell, transfer and convey their undivided share in respect of the land bearing Survey No. 112/4 adm. area 1210 sq. mtrs. of Village Kavesar, Taluka & District Thane to and in favour of Vijay Grihanirman Pvt. Ltd. at or for consideration and upon the terms and conditions stated therein which is duly registered in the office of Sub-Registrar of Assurances, Thane5 under Sr. No.TNN2/11509/2009 on 03/12/2009 and also executed Power of Attorney of even date in favour of Vijay Grihanirman Pvt. Ltd. which is also registered in the office of Sub-Registrar of Assurances, Thane5 under Sr. No.TNN5/617/2009 on 03/12/2009.

c) The Plaintiff have paid part consideration to Rohidas Gana Tare and 8 others being the Defendant in the said Twenty Second Litigation on or before execution of the Suit Agreement referred therein and issued post dated cheques to the Defendants in respect of balance consideration which is duly accepted and acknowledged by the Defendants.

d) The Defendants realized part consideration of Rs.1,57,50,000/- in their account and purposely avoiding to collect the cheques for the sum of Rs.17,50,000/- prepared in the name of Defendant No. 1 to 5 towards balance consideration which was intimated to them vide notice dtd.04/09/2014 inter-alia asking them to collect the said cheques.

e) To enforce specific performance of contract and also to seek declaration and injunction Vijay Grihanirman Pvt. Ltd. have filed present suit and also filed an application for interim relief at Exhb.5

f) Despite of being duly served the Defendants have not filed their written statement in the said Twenty Second Litigation hence Hon'ble Court vide its order dtd. 04/09/2015 inter-alia passed an order to proceed the Ex-partee against the Defendants.

g) The Plaintiff pursuant to order passed by the Hon'ble Civil Court have filed Examination-in-Chief in Affidavit and extend chief of the Plaintiff as well as Architect of the Plaintiff has been conducted by the Hon'ble Court and now the matter is posted for argument of the Plaintiff.

h) The Defendants in the present matter appeared before the Hon'ble Court and filed application to set aside Ex-parte order passed by the Hon'ble Court which came to be allowed by the Hon'ble Court vide Order dtd.29/03/2017 subject to cost of Rs.6,000/-.

i) Pursuant to order dtd.29/09/2017, the Defendants have filed written statement however, the matter is pending for filing of say of the Defendant to the injunction application filed by the Plaintiff at Exh.5.

7. **Spl. Civil Suit No. 696/2015 :-**

a) Vijay Suraksha Realty LLP. being the Developer herein has filed suit being Spl. Civil Suit No.696/2015 in the court of Civil Judge (S.D.) Thane at Thane (hereinafter referred to as “**the said Twenty Third Litigation**”) against Shri. Parshuram Kacher Patil & 10 others inter-alia for specific performance of contract, declaration and injunction in respect of the land bearing Survey No.112/1(part) adm. area 1244 sq.mtrs., Survey No.113/1 subsequently renumbered as 113/1/C adm. area 3770 sq.mtrs. and Survey No.115/1, adm. area 2600 sq.mtrs. referred to as the suit property in the Twenty Third Litigation.

b) The Defendants in the said Twenty Third Litigation have filed their written statement and say to the injunction application filed by the Plaintiff at Exhb.5.

c) The Hon'ble Court vide Order dtd.20/07/2016 pleased to allow injunction application filed by the Plaintiff at Exh.5 inter-alia restraining the Defendants from creating third party interest in the suit property.

d) While passing order dtd.20/07/2016 some typographic error occurred, accordingly, the Plaintiff have filed Review Application inter-alia for correction of such error which came to be allowed by the Hon'ble Court vide order dtd.22/12/2016.

8. **70B Application No.34/2016 :-**

a) Shri. Dhanjishah R. Zaveri and Smt. Bai Hila Barjorji Mehta through their power of attorney holder has filed 70B Application No.34/2016 (hereinafter referred to as “**the said Twenty Fourth Litigation**”) against Shri. Parshuram Kacher Patil

and others inter-alia for negative declaration under section 70B of Bombay Tenancy and Agricultural Land Act, 1948 now known as the Maharashtra Tenancy and Agricultural Lands Act (the Tenancy Act) for deletion of name of Shri. Parshuram Kacher Patil & Ors. appearing in other right column of the land bearing Survey No.114/9 adm. area 910 sq.mtrs. of Village Kavesar, Taluka & District Thane.

b) Shri. Kacher Dama Patil claiming to be agricultural tenant in respect of the land bearing Survey No.114/9 filed an application u/s.32 G of the Tenancy Act before the Ld. Agricultural Land Tribunal and Tahsildar, Thane inter-alia for determination of purchase price of Survey No.114/9 in his favour which came to be rejected by the Ld. Agricultural Land Tribunal and Tahsildar, Thane vide its order dtd.09/05/2010.

c) Despite of above referred order dtd.09/05/2010 passed by the Hon'ble Agricultural Land Tribunal and Tahsildar, Thane, name of Shri. Kacher Dama Patil was appearing in other right column of Survey No.114/9 and with a view to delete his name from other right column the Applicant has filed present application inter-alia paying the Ld. Agricultural Land Tribunal and Tahsildar, Thane to delete the name of Opponent from other right column.

d) In the present matter the Applicant has filed evidence in Affidavit and the Advocate of Opponent has initiated cross examination of the Applicant which is partly completed.

9. **Revision No.150/2015 :-**

a) The present Revision No.150/2015 (hereinafter referred to as the said “**the said Twenty Fifth Litigation**”) filed by Vijay Suraksha Realty LLP before the Hon'ble Maharashtra Revenue Tribunal, Mumbai at Mumbai against the order dtd.19/11/2009 passed by the Ld. Sub-Divisional Officer, Thane in Tenancy Appeal No.25/2008 inter-alia setting aside order dtd.25/09/2006 passed by the Ld. Agricultural Land Tribunal and Tahsildar, Thane in Application No.32G/Kavesar/48/2006.

b) The Applicant being aggrieved by the order dtd.19/11/2009 passed by the Ld. Sub-Divisional Officer, Thane in Tenancy Appeal No.25/2008 filed the present Revision Application inter-alia challenging the order dtd.19/11/2009 passed by the Ld. Sub-Divisional Officer, Thane in Tenancy Appeal No.25/2008.

c) Since, there was delay in filing the present Revision Application which was purely technical however, with a view to avoid any adverse situation, the Applicant has filed application inter-alia for condonation of delay.

d) The Opponent have not filed say to the application for condonation of delay filed by the Applicant hence, the present matter is pending for filing of say of the Opponent to delay condonation application.

10. **Misc. Civil Appeal No. 245/2015 :-**

- a) Vijay Grihanirman Pvt. Ltd. being aggrieved by order dtd.12/06/2014 passed by the Hon'ble Civil Judge (S.D.), Thane below Exh.5 in the Spl. Civil Suit No.257/2014 in respect of the land bearing Survey No.111/2, adm. area 4380 sq.mtrs. of Village Kavesar, Taluka & District Thane filed Appeal from Order No.1146/2014 before the Hon'ble High Court, Bombay inter-alia challenging the order dtd. 12/06/2014 passed by the Hon'ble Civil Judge (S.D.), Thane below Exh.5 in the Spl. Civil Suit No.257/2014.
- b) Subsequently on the point of jurisdiction the Appeal from Order No.1146/2014 transferred to the Hon'ble District Judge, Thane accordingly, the Appeal from Order No.1146/2014 renumbered as Misc. Civil Appeal No.245/2015 (hereinafter referred to as the said **“the said Twenty Sixth Litigation”**).
- c) Vijay Grihanirman Pvt. Ltd. has acquired irrevocable development right from Shri. Shankar Laxman Kasar who was Agricultural Tenant under the Provisions of Bombay Tenancy and Agricultural Land Act, 1948 and hence, the impugned order was detrimental to the legal right of Vijay Grihanirman Pvt. Ltd.
- d) Shri. Nikhil Rasiklal Makhecha being the Plaintiff in Spl. Civil Suit No.257/2014 did not implead Vijay Grihanirman Pvt. Ltd. as Defendant hence, Vijay Grihanirman Pvt. Ltd. has filed application under order – 1 Rule – 10 of C.P.C. on which the Plaintiff has not filed say.

The present appeal is pending for final disposal.

SCHEDULE – VII

(a) List of amenities within the said Flat

1) Floor Finishes

- a) Vitrified tile flooring
- b) Ceramic tile on dry yard/ balconies
- c) Ceramic tile flooring in toilets

2) Wall Finish

- a) Cement plaster , Gypsum Plaster on walls and putty on ceiling
- b) Acrylic distemper paint to walls and ceiling
- c) Ceramic tile dado up to door height in toilets

3) Doors

- a) Teakwood for main door frames
- b) Red Marandi wooden door frame for Bedrooms
- c) Flush door shutter with both side laminate for main door
- d) Moulded skin panel doors for Bed Rooms
- e) Water resistant doors for toilets.

4) Windows

- a) Basic marble for window outer sill
- b) Granite stone for window inner bottom sill
- c) Aluminium sliding windows with plain glasses
- d) Aluminium ventilator with Bajri glass in toilets

5) Plumbing and Sanitary Works

- a) Concealed plumbing work
- b) C.P. fittings.
- c) Sanitary wares
- d) Geyser point provision in all toilets
- e) Solar hot water system connected to one toilet.(only for top 5 floors)
- f) Provision of exhaust fan point

6) Kitchen

- a) Granite kitchen platform
- b) SS sink
- c) Provision of exhaust fan point.
- d) Provision of water purifier point

- e) Dado 2' 0" above platform

7) Electrical

- a) Concealed wiring
- b) Modular switches as per drawing
- c) Provision of A.C. point in living and bed rooms
- d) TV/ Telephone point in living room & one bedroom
- e) Foot lights in hall & bed rooms

(b) Common areas, amenities and facilities in the said Building:

(c) Common Areas and Amenities for the Residential Blocks:

(d) Common Areas and Amenities for Phase I Common Areas and Amenities

(e) Common Areas and Amenities for the entire Larger Project (except the EWS Block)

(f) Limited Common areas and facilities

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SCHEDULE – VIII-A

(Description of the said flat)

Flat No. _____ admeasuring _____ square feet equivalent to _____ square meter carpet area on the _____ Floor of building known as _____ together with the proportionate share in the common areas, amenities & facilities of the said Building (to be utilized as per the terms of this Agreement).

SCHEDULE-VIII-B

(Description of the said Building)

Residential building namely Ivy (T1-A) Fern (T2-A)/ Periwinkle (T3-B)/Indigo (T4-C) comprising of [__] situated at [__]

IN WITNESS WHEREOF the parties hereto have put their respective hands on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED)

on behalf of Vijay Surak sha Realty LLP.)

through its Authorized Signatory)

Mr. _____)

in the presence of ...)

1. _____)

2. _____)

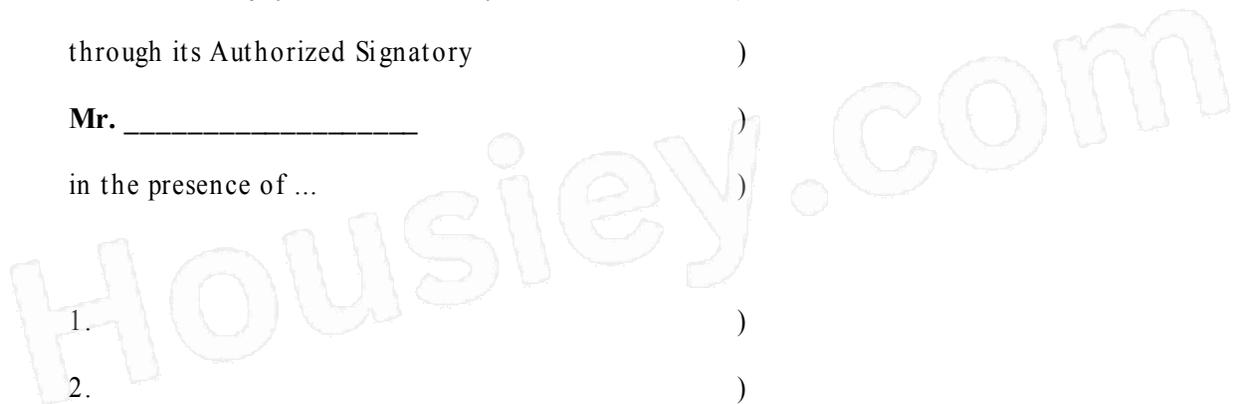
SIGNED, SEALED AND DELIVERED)

by the withinnamed Flat Purchaser)

_____)

_____)

in the presence of ...)



1.)
2.)

RECEIPT

Received on the day and year first hereinabove)
 Written of and from the withinnamed purchaser)
 The sum of **Rs.** _____ /- (_____)
 Being the amount to be paid by the Purchaser)
 On execution of these present to us by)

Amount	Bank	Cheque Number	Cheque Date

Rs. _____ /-

For Vijay Suraksha Realty LLP

Authorized Signatory

- 1.
- 2.

Annexures

(as referred in Agreement)