

## AGREEMENT FOR SALE

THIS AGREEMENT made at Thane, this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty Five (2025)

### BETWEEN

**M/S. VIHANG INFRASTRUCTURE PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956 having office at 1201, 12<sup>th</sup> Floor, Dev Corpora, Behind Raymond Khazana Showroom, Eastern Express Highway, Khopat, Thane (W) hereinafter referred to as “**the PROMOTERS**” (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean & include its successor or successors and assigns) of the **ONE PART**;

### [AND]

**MR.** \_\_\_\_\_, PAN NO. \_\_\_\_\_, an Adult, Indian Inhabitant, residing at: \_\_\_\_\_

hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors, administrators, nominees and/or assigns); of the **OTHER PART**.

(The Promoters and the Allottee are, wherever the context so requires, hereinafter individually referred to as “Party” and collectively as “the Parties”)

### **WHEREAS :**

(A) 1. One Smt. Barkibai Rama Ture (hereinafter referred to as 'the said Barkibai') was cultivating the property being land bearing Old Survey No.97 New Survey No. 74/1/1 admeasuring 710 sq. mtrs., Old Survey No.97 New Survey No. 74/1/2 admeasuring 710 sq. mtrs., Old Survey No.97 New Survey No. 74/1/3 admeasuring 2230 sq. mtrs., aggregating to 3650 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said First Larger Property') and more particularly described Firstly in the First Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as 'the Tenancy Act').

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter Bhimabai Chintaman Bhoir (hereinafter referred to as 'the said Bhimabai') as her only legal heir in accordance with the law by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her 1) Harishchandra Chintaman Bhoir (hereinafter referred to as 'the said Harishchandra'), 2) Naresh Chintaman Bhoir, 3) Chandrakant Chintaman Bhoir, 4) Yamuna Rajaram Bhoir, 5) Alka Harishchandra Mukadam and 6) Shakti alias Kunal Harishchandra Mukadam (hereinafter collectively referred to as 'the said heirs of the said Bhimabai' except the said Harishchandra) as her only legal heirs in accordance with the

provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow Parubai Harishchandra Bhoir (hereinafter referred to as 'the said Parubai') and a son Shri Santosh Harishchandra Bhoir (hereinafter referred to as 'the said Santosh') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said heirs of the said Bhimabai, the said Parubai and the said Santosh became the owners of the said First Larger Property. The said heirs of the said Bhimabai, the said Parubai and the said Santosh are hereinafter collectively referred to as '**the said Bhimabai & others**').

6. By a Development Agreement dated 05/05/2006 (hereinafter referred to as 'the said First Agreement') executed by and between M/s. Poorvi Enterprises, a partnership firm registered under the provisions of Indian Partnership Act, 1932, (hereinafter referred to as 'the said Poorvi') therein referred to as the Developers of the One Part and the said Bhimabai & others except the said Parubai therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said First Larger Property at or for the consideration and for an upon the terms and conditions therein contained. The said First Agreement dated 05/05/2006 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3489/2006.

7. Pursuant to the said First Agreement, the Owners therein executed a Power of Attorney dated 20/12/2006 (hereinafter referred to as 'the said First POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.446.

8. The said Parubai remained to execute the said First Agreement and hence, by a Deed of Confirmation dated 13/02/2007 (hereinafter referred to as 'the said First DOC'), executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said First Agreement in respect of the said First Larger Property as contained therein. The said First DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1240/2007.

9. Pursuant to the said First DOC, the said Parubai executed a Power of Attorney of even date (hereinafter referred to as 'the said Second POA ') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98.

10. By a Deed of Assignment dated 27/04/2007 (hereinafter referred to as 'the said First DOA') executed by and between the said Poorvi therein referred to as the Assignor of the First Part and M/s. Cosmos Builders, a registered partnership firm (hereinafter referred to as 'the said Cosmos') therein referred to as the Assignees of the Second Part, the Assignors therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said First Larger Property alongwith other properties at or for the

consideration and for and upon the terms and conditions contained therein. The said First DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007.

11. Pursuant to the said First DOA, the said Poorvi executed a Power of Attorney of even date (hereinafter referred to as 'the said Third POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Larger Property as contained therein. The said Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007.

12. By Order bearing No.TD/Te-6/KU/V.P./S.R.-161/2007 dated 24/09/2007 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Naresh and others have been permitted to develop the said First Larger Property more particularly described in the First Schedule hereunder written subject to the terms and conditions contained therein.

13. By a Deed of Conveyance dated 12/03/2008 (hereinafter referred to as 'the said First Deed') executed by and between the said Bhimabai & others therein referred to as the Owners of the First Part, Mr. Suraj Ramesh Parmar (hereinafter referred to as 'the said Suraj') therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Part of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein the said First Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said First Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2253/2008.

14. By a Deed of Confirmation dated 14/11/2008 (hereinafter referred to as 'the said Second DOC') executed by and between the said Bhimabai & others therein referred to as the Vendors of the One Part and the said Suraj therein referred to as the Purchaser of the other part, the Vendors therein confirmed the aforesaid transactions in respect of the said First Larger Property including the said First Deed which has been executed by their Constituted Attorney. The said Second DOC is registered with the Sub Registrar of Assurances at Thane under Serial No.8830/2008.

15. In the above premises, the said Suraj became the owner of the said First Larger Property.

16. By a Deed of Conveyance dated 18/08/2010 (hereinafter referred to as 'the said Second Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said First Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Second Deed registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9010/2010.

17. By virtue of the said Second Deed, the said Promoter have become the owner of the said First Larger Property.

18. A portion aggregately admeasuring 1105 sq.mtrs. out of the said First Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as

“the said First Reserved Portion”) as per the Development Plans in force and sanctioned under the provisions of Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as "the said Act") by the Thane Municipal Corporation (hereinafter referred to as "the said Corporation") which is more particularly described Secondly in the First Schedule hereunder written and the remaining area out of the said First Larger Property i.e. 2545 sq.mtrs. is hereinafter referred to as “the said First Property” and more particularly described Thirdly in the First Schedule hereunder written;

(B) 1. One Smt. Anusaya Pandurang Bhoir and 12 others (hereinafter referred to as 'the said Anusaya & others') became entitled to the property bearing Old Survey No.97 New Survey No.74 Hissa No.3 admeasuring 4910 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Second Larger Property') and more particularly described Firstly in the Second Schedule hereunder written;

2. By a Development Agreement dated 22/04/2003 (hereinafter referred to as 'the said Second Agreement') executed by and between M/s. Ketki Developers, a partnership firm registered under the provisions of Indian Partnership Act, 1932 (hereinafter referred to as 'the said Ketki') therein referred to as the Developers of the One Part and the said Anusaya & others therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2485/2003.

3. Pursuant to the said Second Agreement, the said Anusaya & others executed a Power of Attorney of even date (hereinafter referred to as 'the said Fourth POA ') in favour of the persons nominated by the said Ketki to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Larger Property as contained therein. The said Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.195.

4. By Order bearing No.TD/6/KU/V.P./S.R./228/2003 dated 31/12/2003 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Anusaya & others have been permitted to develop the said Second Larger Property more particularly described Firstly in the Second Schedule hereunder written subject to the terms and conditions contained therein.

5. By a Deed of Assignment dated 23/05/2007 (hereinafter referred to as 'the said Second DOA') executed between the said Ketki therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignee of the Other Part, the Assignor therein assigned to the Assignee therein and the Assignee therein acquired from the Assignor therein the development rights for and in respect of the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Second DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3937/2007.

6. Pursuant to the said Second DOA, the said Ketki executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifth POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein.

The said Fifth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.593.

7. By a Deed of Conveyance dated 26/03/2008 (hereinafter referred to as 'the said Third Deed '), executed by and between the said Anusaya & others therein referred to as the Owner of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Ketki therein referred to as the First Confirming Party of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owner therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owner therein the said Second Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Third Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2636/2008.

8. By an Agreement for Sale dated 08/05/2009 (hereinafter referred to as 'the said Third Agreement') executed by and between the said Cosmos therein referred to as the Vendors of the First Part, the said Suraj therein referred to as the Confirming Party of the Second Part and the said Promoter therein referred to as the Purchasers of the Third Part, the Vendors therein with the knowledge and consent of the Confirming Party therein have agreed to sell, transfer and convey to the Purchasers therein the said Second Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Third Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2178/2009.

9. Pursuant to the said Third Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the said Second Larger Property as contained therein. The said Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.98/2009.

10. By a Deed of Conveyance dated 14/07/2011 (hereinafter referred to as 'the said Fourth Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Second Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Fourth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6711/2011.

11. By virtue of the said Fourth Deed, the said Promoter have become the owner of the said Second Larger Property.

12. A portion admeasuring 270 sq.mtrs. out of the said Second Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the Second Reserved Portion") as per the said Act of the said Corporation which is more particularly described Secondly in the Second Schedule hereunder written and the remaining area out of the said Second Larger Property i.e. 4640 sq.mtrs. is hereinafter referred to as "the said Second Property" and more particularly described Thirdly in the Second Schedule hereunder written;

(C) 1. One Shri Damodar Keshav Bhoir (hereinafter referred to as 'the said Damodar') was the owner of the property being land bearing Old Survey No. 97 New Survey No. 74 Hissa No.5 admeasuring 2200 sq. mtrs., situate lying and being at

village Ovale, Taluka and District Thane (hereinafter referred to as '**the said Third Property**') and more particularly described in the Third Schedule hereunder written.

2. The said Damodar died intestate on 07/09/2003 leaving behind him the his widow Smt. Sonibai Damodar Bhoir, four sons viz., 1) Shri Ramchandra Damodar Bhoir, 2) Shri Devendra Damodar Bhoir, 3) Shri Dnyaneshwar Damodar Bhoir, 4) Shri Ganesh Damodar Bhoir and three daughters viz., a) Smt. Neelam Bhalchandra Vaze, b) Smt. Lata Kantya Patil, c) Smt. Bhima Raju Patil (hereinafter referred to as "the said Sonibai & others") as his only legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

3. By a Development Agreement dated 29/08/2008 (hereinafter referred to as 'the said Fourth Agreement') executed by and between the said Sonibai & others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Third Property at or for the consideration and for an upon the terms and conditions therein contained. The said Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7020/2008.

4. Pursuant to the said Fourth Agreement, the said Sonibai & others executed a Power of Attorney of even date (hereinafter referred to as 'the said Seventh POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third Property as contained therein. The said Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.798.

5. By virtue of the above, the said Cosmos became entitled to develop the said Third Property;

6. The said Sonibai & others have filed Regular Civil Suit bearing No.2141/2012 in the Court of C.J.S.D. Thane (hereinafter referred to as "the said first suit") against Smt. Vimal Haribhau Pathare in respect of the said Third Property for declaration, injunction and cancellation of the Sale Deed mentioned therein and the said suit is disposed off on 11/04/2025 as settled and compromised in between the parties.

7. The said Sonibai & others have also filed Revision Application No. Appeal/2713/P.K.121/J-4 dated 04/01/2013 before the Revenue Minister, Mantralaya against the order passed by the Hon'ble Additional Commissioner, Mumbai, Maharashtra in TNC/Revision No.440/2010 dated 16/11/2012 and the same is dismissed for default on 28/05/2015. Being aggrieved by the said order dated 28/05/2015, the said Sonibai & others have filed Misc. Application on 26/06/2015 (hereinafter referred to as "the said application") for restoration of the said Revision Application No. Appeal/2713/P.K.121/J-4 and the said Misc. Application is still pending ;

(D) 1. One Shri Tukaram Hashya Patil (hereinafter referred to as 'the said Tukaram') was the owner of the property being land bearing Old Survey No.97, New Survey No. 74, Hissa No.2/B admeasuring 1,110 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as '**the said Fourth Property**') and more particularly described in the Fourth Schedule hereunder written.

2. By an Agreement for Sale dated 04/12/1978 (hereinafter referred to as 'the said Fifth Agreement'), the said Tukaram agreed to sell to one Mrs. Lilabai Arjun

Gavali (hereinafter referred to as 'the said Lilabai') the said fourth property at or for the consideration and for and upon the terms and conditions contained therein.

3. The said Tukaram died intestate on 17/12/1986, leaving behind him his widow Smt. Muktabai Tukram Patil (hereinafter referred to as 'the said Muktabai'), one son Shri Gyaneshwar Tukaram Patil (hereinafter referred to as 'the said Gyaneshwar') and two married daughters viz., 1) Kantabai Krishna Patil (hereinafter referred to as 'the said Kantabai'), 2) Lata Manohar Patil (hereinafter referred to as 'the said Lata') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death. The said Muktabai, the said Gyaneshwar, the said Kantabai and the said Lata are hereinafter collectively referred to as 'the said heirs of the said Tukaram').

4. After death of the said Tukaram, the said heirs of the said Tukaram failed, neglected and refused to take further necessary steps in pursuance of the said Fifth Agreement and therefore, the said Lilabai and 8 others filed Regular Civil Suit No.888/88 in the Civil Court, Thane against the said heirs of the said Tukaram for specific performance of the said Agreement for Sale (hereinafter referred to as 'the said Second Suit').

5. The said second suit was decreed on 25/11/1992 (hereinafter referred to as 'the said Decree') and in pursuance thereof, the said Lilabai and 8 others filed Reg. Darkhast No.6 of 1995 for execution thereof.

6. The said heirs of the said Tukaram through the Court Commissioner by executing a Sale Deed dated 01/03/1996 (hereinafter referred to as "the said Fifth Deed") sold, transferred and conveyed the said fourth property to the said Lilabai, which is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1574/96.

7. In pursuance of the above, the said Lilabai became the owner of the said fourth property.

8. By a Development Agreement dated 13/11/2007 (hereinafter referred to as 'the said Sixth Agreement') executed by and between the said Lilabai and 8 others therein referred to as the Owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Sixth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.8368/07.

9. Pursuant to the said Sixth Agreement, the said Lilabai and 8 others executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighth POA ') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fourth property. The said Eighth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1155.

10. By virtue of the above the said Cosmos became entitled to develop the said fourth property.

11. By a Deed of Assignment dated 09/04/2009 (hereinafter referred to as 'the said Third DOA') executed by and between the said Cosmos therein referred to as the Assignors of the First Part, the said Lilabai therein referred to as the Confirming

Party of the Second Part and the said Promoter therein referred to as the Assignees of the Third Part, the Assignors therein with the knowledge and consent of the Confirming Party therein agreed to grant to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Third and Fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Third DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2179/2009.

12. Pursuant to the said Third DOA, the Assignors executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Ninth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third and Fourth Property as contained therein. The said Ninth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.99/2009.

(E) 1. One Shri Mahadu Kachru Patil (hereinafter referred to as 'the said Mahadu') was the owner of the property being agricultural lands bearing Old Survey No.97, New Survey No. 74, Hissa No.2/A admeasuring 1,100 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fifth Schedule hereunder written.

2. The said Mahadu expired in or about 1969, leaving behind him his widow Smt. Kamlabai Mahadu Patil (hereinafter referred to as 'the said Kamlabai') and daughter Sakhubai Mahadu Patil (hereinafter referred to as 'the said Sakhubai') as his only legal heirs in accordance with the law by which he was governed at the time of his death.

3. In the above premises, the said Kamlabai and the said Sakhubai became the owners of the said Third Larger Property.

4. By a Sale Deed dated 30/12/1991 (hereinafter referred to as 'the said Sixth Deed'), executed by and between Smt. Nalini Tukaram Borhade (hereinafter referred to as 'the said Nalini') therein referred to as the Purchaser of the First Part and the said Kamlabai and the said Sakhubai therein collectively referred to as the Vendors of the Second Part, the Vendors therein sold to the Purchaser therein and the Purchaser therein purchased from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Sixth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3631/93 on 04/11/1993.

5. By virtue of the said Sixth Deed, the said Nalini became the owner of the said Third Larger Property;

6. By a Sale Deed dated 24/08/1993 (hereinafter referred to as 'the said Seventh Deed'), executed by and between the said Deepak therein referred to as the Purchaser of the One Part and the said Nalini therein referred to as the Vendor of the Other Part, the Vendor therein sold to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2712 on 23/09/1993.

7. The said Nalini executed a Declaration dated 24/08/1993 in favour of 'the said Deepak thereby confirming the said Fifth Deed and agreeing to indemnify 'the said Deepak as contained therein;

8. In the premises aforesaid, 'the said Deepak became the owner and absolutely became entitled to the said Third Larger Property.

9. By an Agreement for Sale dated 04/04/2009 (hereinafter referred to as 'the said Seventh Agreement') executed by and between the said Deepak therein referred to as the Vendor of the One Part and the said Promoter therein referred to as the Purchasers of the Other Part, the Vendor therein agreed to sell, transfer and convey to the Purchasers therein and the Purchasers therein agreed to purchase and acquire from the Vendor therein the said Third Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2180/2009.

10. Pursuant to the said Seventh Agreement, 'the said Deepak executed a Power of Attorney of even date (hereinafter referred to as 'the said Tenth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the said Third Larger Property as contained therein. The said Tenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.100/2009.

11. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Eighth Deed') made and executed by and between the said Deepak therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Third Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Eighth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5887/2011.

12. By virtue of the said Eighth Deed of Conveyance, the said Promoter have become the owner of the said Third Larger Property.

13. A portion admeasuring 475 sq.mtrs. out of the said Third Larger Property has been reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the Third Reserved Portion") as per the said Act of the said Corporation which is more particularly described Secondly in the Fifth Schedule hereunder written and the remaining area out of the said Third Larger Property i.e. 635 sq. mtrs., is hereinafter referred to as "the said Fifth Property" and more particularly described Thirdly in the Fifth Schedule hereunder written;

14. By a Declaration-Cum-Indemnity Bond dated 06/08/2009 (hereinafter referred to as 'the said First Declaration'), the said Promoter have handed over portion of land aggregately admeasuring 1597.74 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.4384/2009.

15. By a Declaration-Cum-Indemnity Bond dated 11/02/2010 (hereinafter referred to as 'the said Second Declaration'), the said Promoter have handed over portion of land aggregately admeasuring 250.53 sq.mtrs. out of the said First Larger Property, the Second Larger Property, the said Third Larger Property falling under 40 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions

therein mentioned. The said First Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.1290/2010.

16. After the execution of the said First and Second Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and

i) the said First Larger Property has been sub divided and a portion admeasuring 2545 sq. mtrs. has been renumbered as a) New Survey No.74, Hissa No.1/1A, admeasuring 285 sq. mtrs.; b) New Survey No.74, Hissa No.1/2B, admeasuring 60 sq. mtrs. and c) New Survey No.74, Hissa No.1/3B, admeasuring 2200 sq. mtrs. (hereinafter collectively referred to as 'the said First Property') and more particularly described Thirdly in the First Schedule hereunder written.

ii) the Second Larger Property has been sub divided and a portion admeasuring 4640 sq. mtrs. has been renumbered as New Survey No.74, Hissa No.3/2 (hereinafter collectively referred to as 'the said Second Property') and more particularly described Thirdly in the Second Schedule hereunder written.

iii) the said Third Larger Property has been sub divided and a portion admeasuring 635 sq. mtrs. has been renumbered as New Survey No.74, Hissa No.2/A/2 (hereinafter collectively referred to as 'the said Fifth Property') and more particularly described Thirdly in the Fifth Schedule hereunder written.

(F) 1. The said Barkibai was also cultivating the property being land bearing Old Survey No.97 New Survey No.74 Hissa No.4 admeasuring 730 sq. mtrs. situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Sixth Property') and more particularly described in the Sixth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy;

2. The said Barkibai died intestate in or about 1976 leaving behind her daughter i.e. the said Bhimabai as her only legal heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

3. The said Bhimabai died intestate in or about 1986 leaving behind her the said heirs of the said Bhimabai as her only legal heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

4. The said Harishchandra died intestate on 21/10/1995, leaving behind him his widow the said Parubai and a son the said Santosh as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

5. In the above premises, the said first owners became the owners of the said Sixth Property.

6. By the said First Agreement executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Bhimabai & others except the said Parubai therein referred to as the Owners of the Other Part, the Owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the said Sixth Property at or for the consideration and for and upon the terms and conditions therein contained.

7. Pursuant to the said First Agreement, the Owners therein executed the said First POA in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein.

8. The said Parubai remained to execute the said the said First Agreement and hence, by the First DOC, executed by and between the said Poorvi therein referred to as the Developers of the One Part and the said Parubai therein referred to as the Owner of the Other Part, the Owner therein confirmed the execution of the said Development Agreement in respect of the said Sixth Property as contained therein.

9. Pursuant to the said First DOC, the said Parubai executed the said Second POA in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein.

10. By the said First DOA executed by and between the said Poorvi therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignees of the Second Part, the Assignors therein assigned to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Sixth Property alongwith other properties at or for the consideration and for an upon the terms and conditions contained therein.

11. Pursuant to the said First DOA, the said Poorvi executed the said Third POA in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein.

12. By Order bearing No.TD/Te-6/KU/V.P./S.R.-161/2007 dated 24/09/2007 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Naresh and others have been permitted to develop the said Sixth Property subject to the terms and conditions contained therein.

13. By the said First Deed executed by and between the said Bhimabai & others therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Part of the Third Part and the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein with the knowledge and consent of the First and Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Owners therein the said Sixth Property at or for the consideration and for and upon the terms and conditions contained therein.

14. By the said Second DOC executed by and between the said Bhimbai & others therein referred to as the Vendors of the One Part and the said Suraj therein referred to as the Purchaser of the other part, the Vendors therein confirmed the aforesaid transactions in respect of the said Sixth Property including the said First Deed which has been executed by their Constituted Attorney.

15. In the above premises, the said Suraj became the owner of the said Sixth Property.

16. By an Agreement for Sale dated 15/12/2009 (hereinafter referred to as 'the said Eighth Agreement') executed by and between the said Suraj therein referred

to as the Vendor of the one part and the said Promoter therein referred to as the Purchasers of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of the said Sixth Property more particularly described in the Schedule there under written and the same being described in the Sixth Schedule hereunder written at or for the consideration and upon the terms and conditions therein mentioned. The said Eighth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.648/2010 on 21/01/2010.

17. Pursuant to the said Eighth Agreement, the said Suraj executed a Power of Attorney dated 21/01/2010 (hereinafter referred to as 'the said Eleventh POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said Eleventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.649/2010.

18. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Ninth Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said Sixth Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Ninth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5886/2011.

19. By virtue of the said Ninth Deed, the said Promoter have become the owner of the said Sixth Property.

(G) 1. One Shri Kashinath Rama Kavare (hereinafter referred to as 'the said Kashinath') was cultivating the property being land bearing Old Survey No.82 New Survey No.77 Hissa No.1 admeasuring 15130 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Fourth Larger Property') and more particularly described Firstly in the Seventh Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy Act.

2. The said Kashinath died intestate in or about 1990 leaving behind him his widow Jannabai Kashinath Kavare (hereinafter referred to as 'the said Jannabai'), two married daughters viz., 1) Bhagibai Maruti Shinge (hereinafter referred to as 'the said Bhagibai'), 2) Paravtibai P. Salvi (hereinafter referred to as 'the said Parvatibai') and five sons viz., 1) Shri Ratan K. Kavare (hereinafter referred to as 'the said Ratan'), 2) Shri Janardan Kavare (hereinafter referred to as 'the said Janardan'), 3) Shri Ananta Kavare (hereinafter referred to as 'the said Ananta'), 4) Shri Ashok Kavare (hereinafter referred to as 'the said Ashok'), 5) Shri Manohar Kavare (hereinafter referred to as 'the said Manohar') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

3. The said Manohar died intestate in or about 1991, leaving behind him 1) Jannabai Manohar Kavare, 2) Santosh Manohar Kavare, 3) Maruti Manohar Kavare, 4) Madhukar Manohar Kavare and 5) Jaywanti Manohar Kavare (hereinafter collectively referred to as 'the said heirs of the said Madhukar') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

4. In the above premises, the said Jamnabai, the said Ratan, the said Janardan, the said Ananta, the said Ashok and the said heirs of the said Manohar became entitled to the said Fourth Larger Property;

5. By a Development Agreement dated 09/04/1999 (hereinafter referred to as 'the said Ninth Agreement') executed by and between 1) Shri Anil Kishanprasad Bhootra & 2) Shri Parag Amarchand Baheti (hereinafter collectively referred to as 'the said Anil and Parag') therein referred to as the Promoters of the One Part and the said Ratan, the said Janardan, the said Ashok, the said Ananta and the said heirs of the said Manohar therein collectively referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Promoters therein and the Promoters therein agreed to acquire from the Owners therein the development rights of the said Fourth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Ninth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2509;

6. Pursuant to the said Ninth Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twelfth POA ') in favour of the said Anil and Parag to enable them to do all acts, deeds, matters and things for and in respect of the said Fourth Larger Property as contained therein. The said Twelfth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.833;

7. By a Partition Deed dated 16/04/1999 (hereinafter referred to as 'the said Partition Deed'), the said Fourth Larger Property came to the share of the said Ananta and the said heirs of the said Manohar No.1, 4 & 5 (hereinafter collectively referred to as 'the said Ananta & others'). The said Partition Deed is registered with the Sub-Registrar of Assurances at Thane under Sr. No.2726;

8. A dispute arose between the parties to the said Ninth Agreement and the said Ananta & others therein filed a Special Civil Suit No.469 in the Court of the Civil Judge (S.D), Thane (hereinafter referred to as 'the said Matter') and the same was mutually settled out of court and Consent Decree in respect of the said matter was passed by the Court on 04/09/2007 (hereinafter referred to as 'the said Consent Decree');

9. By Order bearing No.TD/6/KV/V.P./S.R/80/2002 dated 14/03/2002 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Ananta & others have been permitted to develop the said Fourth Larger Property more particularly described Firstly in the Seventh Schedule hereunder written subject to the terms and conditions contained therein;

10. Pursuant to the said Consent Decree, by a Development Agreement dated 16/08/2007 (hereinafter referred to as 'the said Tenth Agreement') executed by and between the said Anil and Parag therein referred to as the Promoters of the One Part and the said Ananta & others therein referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Promoters therein and the Promoters therein acquired from the Owners therein the development rights for and in respect of the said Fourth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Tenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6066/2007;

11. Pursuant to the said Tenth Agreement, the said Ananta & others executed a Power of Attorney of even date (hereinafter referred to as 'the said Thirteenth POA')

in favour of the said Anil and the said Parag to enable them to do all acts, deeds, matters and things for and in respect of the said Fourth Larger Property as contained therein. The said Thirteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.892/2007;

12. By a Deed of Partnership dated 14/07/2007 executed by and between 1) Mr. Sachin Chandru Mirani therein referred to as the Party of the First Part, 2) Mrs. Nisha Deven Badiyani therein referred to as the Party of the Second Part, 3) Mr. Jagdish Babulal Jain therein referred to as the Party of the Third Part, 4) Mr. Mahesh K. Dhirmalani therein referred to as the Party of the Fourth Part, 5) Mr. Kamlesh B. Bhatija therein referred to as the Party of the Fifth Part, 6) Mr. Dilip Ahuja therein referred to as the Party of the Sixth Part, 7) the said Anil and the said Parag therein referred to as the Party of Seventh and Eight Part respectively and Mr. Mukesh P. Dedhia therein referred to as the Party of the Nineth Part, the parties thereto entered into partnership under the name and style of M/s. Ananta Enterprises (hereinafter referred to as 'the said Ananta') and the said Anil and Parag vested the development rights of the said Fourth Larger Property with the said Ananta as contained therein;

13. By a Deed of Conveyance dated 19/03/2008 (hereinafter referred to as 'the said Tenth Deed') executed by and between the said Ananta & others & others therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Anil and Parag therein referred to as the First Confirming Party of the Third Part, the said Ananta therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein with the knowledge and consent of the First Confirming Party and the Second Confirming Party therein sold, transferred and conveyed to the Purchaser therein the said Fourth Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Tenth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2455/2008;

14. By an Agreement for Sale dated 21/01/2010 (hereinafter referred to as 'the said Eleventh Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of portion of land admeasuring 7,273.59 sq. mtrs. out of the said Fourth Larger Property more particularly described Secondly in the Seventh Schedule hereunder written (hereinafter referred to as 'the said First Plot') at or for the consideration and upon the terms and conditions therein mentioned. The said Eleventh Agreement is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.650/2010;

15. Pursuant to the said Eleventh Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Fourteenth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the development of the said First Plot as contained therein. The said Fourteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.651/2010;

16. By an Agreement for Sale dated 30/04/2010 (hereinafter referred to as 'the said Twelfth Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of balance portion of land admeasuring 7856.41 sq. mtrs. out of the said Fourth Larger Property (hereinafter referred to as 'the said Second Plot') and more particularly described

Thirdly in the Seventh Schedule hereunder written at or for the consideration and upon the terms and conditions therein mentioned. The said Twelfth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.TNN-1/3782/2010;

17. Pursuant to the said Twelfth Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Fifteenth POA') in favour of the persons nominated by the said Promoter to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Second Plot as contained therein. The said Fifteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.TNN-1/3783/2010.

18. In the aforesaid premises the Promoter are entitled to develop the said Fourth Larger Property;

19. A portion admeasuring 8118.84 sq. meters (hereinafter referred to as "the said Fourth Reserved Portion") out of the said Fourth Larger Property which is more particularly described Fourthly in the Seventh Schedule hereunder written, is reserved for school purpose and portion admeasuring 4348.74 sq.mtrs. is reserved for 30 mtrs. D.P. Road (hereinafter referred to as "the said Fifth Reserved Portion") out of the said Fourth Larger Property which is more particularly described Fifthly in the Seventh Schedule hereunder written which as per the said Act for the said Corporation.

20. By an Agreement for Exchange dated 01/04/2011 r/w Deed of Rectifications dated 04/02/2013 & 06/03/2013 respectively (hereinafter collectively referred to as 'the said Exchange Agreement'), made and executed between the said Promoter therein referred to as the Party of the First Part of the first part, the said Suraj therein referred to as the First Confirming Party of the Second Part, Mr. Arun Hender Thandre & 16 others therein referred to as the Second Confirming Party of the Third part and M/s. Swastik City therein referred to as the Third Confirming Party of the fourth part and Damji Shamji Realty Pvt. Ltd. therein referred to as the Party of the Second party, the Party of the First Part, with the consent and knowledge of the First Confirming Party therein, agreed to assign, transfer and assure to the Party of the Second Part, the development rights for and in respect of the portion admeasuring 529.37 sq. mtrs. out of the said Fourth Larger Property (hereinafter referred to 'as the said First Portion') which is more particularly described Sixthly in the Seventh Schedule hereunder written and in lieu thereof, the Party of the Second Part, with the consent and knowledge of the First to Third Confirming Party, agreed to transfer and assure to the Party of the Second Part the development rights in respect of portion admeasuring 758.68 sq. mtrs. out of land bearing S. No.87/1Z at free of cost and upon the terms and conditions therein mentioned. The said Exchange Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3194 on 08/04/2011; 1277 on 05/02/2013 & 2452 on 06/03/2013 respectively.

21. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Eleventh Deed') made and executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoter therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the said first plot in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 18/06/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5885/2011.

22. By virtue of the said Eleventh Deed, the said Promoter have become the owner of the said first plot.

23. By an Agreement for Sale dated 05/04/2013 (hereinafter referred to as "the said Thirteenth Agreement"), made and entered between the said Promoter therein referred to as the Vendors of the one part and M/s. SEVEN ELEVEN CONSTRUCTION PVT. LTD., (hereinafter referred to as "the said Seven Eleven") therein referred to as the Purchasers of the other part, the Vendors therein agreed to sell, transfer and assign to the Purchasers therein and the Purchasers therein agreed to purchase from the Vendors therein all its right, title and interest in the said First Portion being an area admeasuring 8118.84 sq. meters out of the said Fourth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Thirteenth Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.2690/2013 on 09/04/2013;

24. Pursuant to the said Thirteenth Agreement, the Promoters herein executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixteenth POA') in favour of the persons nominated by the said Seven Eleven to enable them to do all acts, deeds, matters and things for and in respect of the said Fourth Reserved Portion as contained therein. The said Sixteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2691/2013.

25. The said Suraj died intestate on 07/10/2015 leaving behind him his widow Smt. Nayna Suraj Parmar, two son's Shri Akshit Suraj Parmar, Shri Abhishek Suraj Parmar and mother Smt. Phulwanti Ramesh Parmar as his only legal heirs and accordingly their names are recorded on the 7/12 extract in respect of remaining area admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

26. One Lodha Estate Pvt. Ltd has filed a Special Civil Suit No. 698/2010 (hereinafter referred to as "the said ninth suit") against Smt. Jamunabai Manohar Kaware and others, Shri Suraj Ramesh Parmar, Shri Anil K. Bhutada, Shri. Parag Amarchand Baheti, M/s. Anant Enterprises and the Promoter for the declaration and Injunction in respect of properties mentioned therein which includes the said Fourth Larger Property and the said suit is pending before the Hon'ble Civil Judge Senior Division Thane. However, no adverse order in respect of the said Fourth Larger Property has been passed in the said ninth suit.

27. By a Deed of Conveyance dated 09/08/2021 registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.11006/2021, the legal heirs of said Suraj sold, transferred and conveyed all their respective right, title and interest in the portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property to the the Promoters upon the terms and conditions therein contained.

28. Pursuant to the Deed of Conveyance dated 09/08/2021, the legal heirs of said Suraj also executed Power of Attorney in favour of the Promoters to do all acts, deeds, matter and things in respect of the portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

29. By virtue of the Deed of Conveyance dated 09/08/2021, the Promoters became the owners of portion admeasuring 1600 sq.mtrs. out of the said Fourth Larger Property.

(H) 1. One Shri Govind Ganu Ture (hereinafter referred to as 'the said Govind') during his life time acquired the property being land bearing Survey No.69 Hissa No.5

admeasuring 10930 sq. mtrs., situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Fifth Larger Property') and more particularly described Firstly in the Eighth Schedule hereunder written under the provisions of the Tenancy Act;

2. The said Govind died intestate in or about 1982 leaving behind him his widow Smt. Vithabai Govind Bhoir (hereinafter referred to as 'the said Vithabai'), son Maruti Govind Bhoir (hereinafter referred to as 'the said Maruti') and two daughters namely Lilabai Sudam Patil (hereinafter referred to as 'the said Lila') and Smt. Yashoda Datta Mukadam (hereinafter referred to as 'the said Yashoda') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

3. The said Vithabai died intestate on 28/07/2003 leaving behind her said Maruti, the said Lila and the said Yashoda as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

4. The said Maruti died intestate on 03/09/2004, leaving behind him his widow Smt. Rukmini Maruti Ture, two sons viz. Shri Rajendra Maruti Ture & Shri Ramesh Maruti Ture, and Two daughters Smt Vandana Pradip Dhule and Surekha Maruti Ture (hereinafter collectively referred to as 'the heirs of the said Maruti') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

5. The said Yashoda died intestate leaving behind her son Shri Shailesh Datta Mukadam (hereinafter referred to as 'the said Shailesh') as her only heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death;

6. In the above premises, the said Lila, the heirs of the said Maruti, and the heir of the said Yashoda (hereinafter referred to as 'the said Seventh Owners') were seized and possessed of the said Fifth Larger Property;

7. By Order bearing No.TD/Te-6/KUV/V.P./S.R.-145/2006 dated 31/08/06 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Seventh Owners have been permitted to develop the said Fifth Larger Property more particularly described in the Eighth Schedule hereunder written subject to the terms and conditions contained therein.

8. By a Development Agreement dated 20/09/2005 (hereinafter referred to as 'the said Fourteenth Agreement') executed by and between the said Poorvi therein referred to as the Promoters of the One Part and the heirs of the said Maruti and others therein referred to as the Owners of the Other Part, the Owners therein granted to the Promoters therein and the Promoters therein acquired from the Owners therein the development rights for and in respect of the said Fifth Larger Property at or for the consideration and upon the terms and conditions therein contained. The said Fourteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6561/2005;

9. Pursuant to the said Fourteenth Agreement, the heirs of the said Maruti & others executed a Power of Attorney dated 20/09/2005 (hereinafter referred to as 'the said Seventeenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said

Seventeenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.730;

10. By a Deed of Confirmation dated 21/09/2005 (hereinafter referred to as 'the said Third DOC'), executed by and between the said Poorvi therein referred to as the said Promoters of the One Part and the said Shailesh therein referred to as the Owner of the Other Part, the Owner therein confirmed and assented to the execution of the said Fourteenth Agreement in respect of the said Fifth Larger Property upon the terms and conditions contained therein. The said Third DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.6593/2005;

11. Pursuant to the said Third DOC, the said Shailesh executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighteenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Eighteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.731;

12. By another Deed of Confirmation dated 03/02/2006 (hereinafter referred to as 'the said Fourth DOC'), executed by and between the said Poorvi therein referred to as the said Promoters of the One Part and the said Lila therein referred to as the Owner of the Other Part, the Owner therein confirmed and assented to the execution of the said Fourteenth Agreement in respect of the said Fifth Larger Property upon the terms and conditions contained therein. The said Fourth DOC is registered with the Sub-Registrar of Assurances at Thane under Sr.No.679/2006;

13. Pursuant to the said Fourth DOC, the said Lilabai executed a Power of Attorney of even date (hereinafter referred to as 'the said Nineteenth POA') in favour of the persons nominated by the said Poorvi to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Nineteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.60;

14. By a Deed of Assignment dated 27/04/2007 (hereinafter referred to as 'the said Fourth DOA') executed by and between the said Poorvi, therein referred to as the Assignor of the One Part and the said Cosmos therein referred to as the Assignees of the other Part, the Assignors therein granted, assigned and transferred to the Assignees therein and the Assignees therein acquired from the Assignors therein the development rights for and in respect of the said Fifth Larger Property alongwith other properties together with the benefits and advantages of the agreements and deeds mentioned therein at or for the consideration and for and upon the terms and conditions contained therein. The said Fourth DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.3336/2007;

15. Pursuant to the said Fourth DOA the said Poorvi executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Twentieth POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Twentieth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480/2007;

16. By a Deed of Conveyance dated 12/03/2008 (hereinafter referred to as 'the said Twelfth Deed') executed by and between the said Lila & others therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First

Confirming Party of the Third Part, the said Cosmos therein referred to as the Second Confirming Party of the Fourth Part, the Owners therein, with the knowledge and consent of the First Confirming Party and the Second Confirming Party therein, sold, transferred and conveyed to the Purchaser therein the said Fifth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Seventh Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.2254 of 2008;

17. By an Agreement for Sale dated 15/12/2009 (hereinafter referred to as 'the said Fifteenth Agreement') executed by and between the said Suraj therein referred to as the Vendor of the one part and the said Promoters therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, convey, transfer and assign all his right, title, interest and claim whatsoever in respect of the said Fifth Larger Property at or for the consideration and upon the terms and conditions therein mentioned. The said Fifteenth Agreement is duly registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.652/2010 on 21/01/2010;

18. Pursuant to the said Fifteenth Agreement, the said Suraj executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty First POA') in favour of the persons nominated by the said Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Larger Property as contained therein. The said Twenty First POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.653/2010 on 21/01/2010;

19. By a Deed of Conveyance dated 18/06/2011 (hereinafter referred to as 'the said Thirteenth Deed') executed by and between the said Suraj therein referred to as the Vendor of the First Part and the said Promoters therein referred to as the Purchaser of the Second Part, the Vendor therein, sold, transferred and conveyed to the Purchaser therein the said Fifth Larger Property at or for the consideration and for and upon the terms and conditions contained therein. The said Thirteenth Deed is registered with the Sub-Registrar of Assurances at Thane under Sr.No.5884 of 2011;

20. A portion admeasuring 12.55 sq. meters out of the said Fifth Larger Property is reserved for 30 mtrs. D.P. Road (herein after referred to as "the said Sixth Reserved Portion") and more particularly described Secondly in the Eighth Schedule hereunder written as per the said Act for the said Corporation;

(I) 1. One Shri Pukhraj Hajarimal Jain (hereinafter referred to as 'the said Pukhraj') was the owner of the property being land bearing Survey No.69 Hissa No.1, admeasuring 750 sq. mtrs., situate, lying and being at village Ovale, Taluka and District Thane (hereinafter referred to as 'the said Sixth Larger Property') and more particularly described Firstly in the Ninth Schedule hereunder written;

2. By a Development Agreement dated 07/08/2002 (hereinafter referred to as 'the said Sixteenth Agreement') executed by and between the said Pukhraj along with 1) SHRI BHARAT PUKHRAJ JAIN, 2) MISS. REKHA PUKHRAJ JAIN, 3) MISS. VANDANA PUKHRAJ JAIN & 4) MISS. JYOTSNA PUKHRAJ JAIN (hereinafter referred to as 'the said Jain's) therein referred to as the Owners of the One part and Shri Jayprakash Ramavadh Mourya (hereinafter referred to as 'the said Jayprakash') therein referred to as the Developer of the other part, the Owners therein granted to the Developer therein and the Developer therein acquired from the Owners therein the development rights for and in respect of the said Sixth Larger Property at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.03971/2002;

3. Pursuant to the said Sixteenth Agreement, the said Pukhraj alongwith the said Jain's executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Second POA') in favour of the persons nominated by the said Jayprakash to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Second POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.178;

4. The said Pukhraj died intestate on 08/07/2003 leaving behind him Smt. Vasantibai Pukhraj Jain (hereinafter referred to as 'the said Vasantibai') and the said Jain's as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

5. By a Deed of Assignment dated 03/12/2007 (hereinafter referred to as 'the said Fifth DOA') executed by and between the said Jayprakash, therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as the Assignees of the Second Part, the Assignor therein granted and assigned to the Assignees therein and the Assignees therein obtained and acquired from the Assignors therein, the development rights for and in respect of the said Sixth Larger Property at or for the consideration and for an upon the terms and conditions contained therein. The said Fifth DOA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.08933/2007;

6. Pursuant to the said Fifth DOA, the said Jayprakash executed Substituted Power of Attorney of even date (hereinafter referred to as 'the Twenty Third POA') in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The Twenty Third POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1213/2007;

7. By a Deed of Confirmation dated 26/02/2010 (hereinafter referred to as "the said Fifth DOC"), made between the said Vasantibai therein referred to as 'the First Party of the one part and the said Jayprakash therein referred to as the Second Party of the other part, the First Party therein has accorded her consent to the assignment of the development rights as well as power granted by the said Jain's vide said Sixteenth Agreement and said Twenty Second POA respectively in favour of the Second Party therein in respect of the said Sixth Larger Property upon the terms and conditions therein mentioned. The said Fifth DOC is registered with the Sub-Registrar of Assurances, Thane under Sr. No. 2060/2010.

8. Pursuant to said Fifth DOC the said Vasantibai has executed Power of Attorney dated 27/02/2010 (hereinafter referred to as "the said Twenty Fourth POA") in favour of the said Suraj to enable him to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Fourth POA is registered with the Sub-Registrar of Assurances, Thane under Sr. No. 221/2010;

9. By a Deed of Confirmation dated 08/03/2010 (hereinafter referred to as "the said Sixth DOC"), made between the said Jayprakash therein referred to as the First Party of the one part and the said Cosmos therein referred to as the Second Party of the other part, the First Party therein has confirmed the documents referred therein in respect of the said Sixth Larger Property upon the terms and conditions therein mentioned. The said Sixth DOC is registered with the Sub-Registrar of Assurance at Thane under SR.No.01993/2010;

10. By an Agreement for Sale of Development Rights dated 08/03/2010 (hereinafter referred to as 'the said Seventeenth Agreement') made and executed by and between the said Cosmos therein referred to as the Vendor of the first part, the said Jayprakash therein referred to as the First Confirming Party of the Second part, the said Vasantibai and the said Jain's therein referred to as the Second Confirming Party of the Third part and the said Promoters therein referred to as the Purchasers of the Fourth part, the Vendors therein, with the consent and knowledge of the Confirming Parties therein, agreed to sell and transfer the said Sixth Larger Property to the Purchasers therein and the Purchasers therein agreed to purchase and acquire the same from the Vendors therein at or for the consideration and upon the terms and conditions therein mentioned. The said Seventeenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1994/2010;

11. Pursuant to said Seventeenth Agreement, the said Cosmos has executed Power of Attorney dated 08/03/2010 (hereinafter referred to as "the said Twenty Fifth POA") in favour of the persons nominated by the said Promoters to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Sixth Larger Property as contained therein. The said Twenty Fifth POA is registered with the Sub-Registrar of Assurances, Thane under Sr. No.1995/2010;

12. A portion admeasuring 9.26 sq. meters out of the said Sixth Larger Property is reserved for 30 mtrs. D.P. Road (hereinafter referred to as "the said Seventh Reserved Portion") and more particularly described in Secondly in the Ninth Schedule hereunder written as per the said Act for the said Corporation;

13. By a Declaration-Cum-Indemnity Bond dated: 04/02/2011 (hereinafter referred to as 'the said Third Declaration'), the said Promoters have handed over area aggregately admeasuring 4370.55 sq.mtrs. out of the said Fourth Larger Property, Fifth Larger Property and Sixth Larger Property falling under 30 mtrs. wide D.P. Road unto the said Corporation upon the terms and conditions therein mentioned. The said Second Declaration is registered with the office of Sub-Registrar of Assurances, Thane under Sr. No.945/2011.

14. After the execution of the said Third Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and the actual area acquired by the Corporation for the aforesaid D.P. Road is 4350 sq. mtrs., instead of 4370.55 sq. mtrs. i.e. area admeasuring 4325 sq. mtrs. out of the Fourth Larger Property (more particularly described Fifthly in Seventh Schedule hereunder written), area admeasuring 15 sq. mtrs. out of Fifth Larger Property (more particularly described Secondly in the Eighth Schedule hereunder written) and area admeasuring 10 sq. mtrs. out of the Sixth Larger Property (more particularly described Secondly in Ninth Schedule hereunder written) respectively as mentioned in the said Third Declaration and

i) the said Fourth Larger Property has been sub divided and the balance portion admeasuring 10805 sq. mtrs. (upon deducting the actual portion handed over to the Corporation has been renumbered as a) Survey No.77, Hissa No.1/1, admeasuring 9205 sq. mtrs. & b) Survey No.77, Hissa No.1/3, admeasuring 1600 sq. mtrs. and after deducting therefrom, the said Fourth Reserved Portion admeasuring 8118.84 sq.mtrs. as well as the said First Portion admeasuring 529.37 sq.mtrs., the balance area i.e. 2156.79 sq.mtrs. is hereinafter referred to as 'the said Seventh Property' and which is more particularly described Seventhly in the Seventh Schedule hereunder written.

ii) the Fifth Larger Property has been sub divided and the balance portion admeasuring 10915 sq.mtrs. (upon deducting the actual portion handed over to

the Corporation) has been renumbered as Survey No.69, Hissa No.5/1 (hereinafter referred to as 'the said Eighth Property') and more particularly described Thirdly in the Eight Schedule hereunder written.

iii) the said Sixth Larger Property has been sub divided and the balance portion admeasuring 740 sq. mtrs. (upon deducting the actual portion handed over to the Corporation) has been renumbered as Survey No.69, Hissa No.1/1 (hereinafter referred to as 'the said Ninth Property') and more particularly described Thirdly in the Ninth Schedule hereunder written.

15. By a Deed of Conveyance dated 06/07/2012 (hereinafter referred to as "the said Fourteenth Deed") made and executed between the said Vasantibai and the said Jain's therein referred to as the Vendors of the First Part, the said Jayprakash therein referred to as the First Confirming Party of the Second Part, the said Cosmos therein referred to as the Second Confirming Party of the Third Part and the Promoters therein referred to as the Purchasers of the Fourth Part, the Vendors therein, with the consent and knowledge of the First and the said Second Confirming Party therein, sold, transferred and conveyed all their respective share, right, title and interest in the said Ninth Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Fourteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5333/2012.

16. One Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others through their Advocate have issued Legal Notice dated 18/11/2015 enclosing copy of legal Notice 20/10/2015 intimating that a Special Civil Suit No. 323/2005 (hereinafter referred to as "the said third suit") has been filed by them against Shri Bharat Pukharaj Jain and another for the Partition and separate Possession and declaration and perpetual Injunction, in respect of the various properties described in the Schedule of the plaint which includes the said Sixth Larger Property and in said notice, it is also mentioned that, the Hon'ble court was please to allow interim injunction application filed below Exhibit- 5 in Regular Civil Suit No. 323/2005 by inteterim order dated 23/08/2011 and thereby defendants therein and/or persons claiming through them are restrained from obstructing the possession of my clients as co-owners over the suit properties and also further restrained from creating third party interest in the suit properties till the decision of the said third suit and further, the said third suit is pending with the Hon'ble Civil Judge Senior Division Thane. The Order of Injunction was not in existence at the time of execution and registration of the registered Agreement for Sale of Development Rights dated 08/03/2010 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1994/2010. The said Promoters have also acquired right, title and interest in the said Sixth Larger Property along with Eleventh property as mentioned above by way of registered Agreement for Sale of Development Rights dated 08/03/2010 and same is executed prior to the interim Order passed on 23/08/2011 in the aboveentioned civil suit. The Deed of Conveyance is already executed between the said Vasantibai and the said Jain's on dated 06/07/2012 (hereinafter referred to as "the said Fourteenth Deed") which is duly registered Sr. No. 5333/2012. The Promoter were not aware about the said third suit as well as Interim Order passed in the said third suit. Upon receipt of Legal Notice dated 18/11/2015 issued by advocate of Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others, the said Promoters have submitted application for incorporating them as a party in the said third suit as they have acquired substantial interest in the Sixth Larger Property along with eleventh property. The plaintiffs in the said third suit have also filed separate application for impleading the Promoter as party defendant in the said third suit. The Hon'ble Court was pleased to allow both the applications on 04/07/2016 simultaneously. The said Promoters after impleading themselves as a party defendant in the said third suit have submitted written statement

as well as an separate application below Exhibit-246 for Modification of Injunction Order passed on 23/08/2011 in respect of the said sixth Property before the Hon'ble Civil Judge Sr.Div., Thane.

17. The said Company upon filing the written statement in said First Suit, became aware that the said Sixth Larper property is also incorporated in the schedule of suit properties in RCS No.323/2005. However, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others had not disclosed the said facts in its aforementioned notices. Further, the Promoters came to know about another civil suit bearing Special Civil Suit No.491 of 2005 which is now renumbered and converted in Regular Civil Suit No.1351 of 2012 and therein also necessary interim injunction order dated 07/09/2011 were passed and thereby Defendants therein were restrained from creating any third party interest and obstructing the possession of Shri BhavarlalChhaganlal Jain alias Mehta and 5 others till decision of the said civil suit (hereinafter referred to as "the said Second Suit") filed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in respect of the Sixth Larper property along with other properties.

18. In order to ensure the clear and marketable title as well smooth development of the said Sixth Larger Property without any hurdles or objection, the Promoters approached Shri BhavarlalChhaganlal Jain alias Mehta and 5 others and requested them to surrender their alleged ½ undivided right and/or interest in the said Sixth Larger Property as claimed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in the said suit as well as to remove the said Sixth Larger Property alongwith other lands from the suit properties from the schedule of the suit properties mentioned in the said Special Suit.

19. Upon the request made by the Promoters, by a Deed of Confirmation dated 16/03/2018 (hereinafter referred to as "the said DOC dated 16/03/2018") made and executed between the Promoters therein referred to as the party of First Part and Shri BhavarlalChhaganlal Jain alias Mehta and 5 others therein referred to as the party of the Second Part, the party of the Second Part therein surrendered their 1/2 alleged right and/or interest in the said Sixth Larger Property alongwith other properties at or for consideration and upon the terms and conditions therein contained. The said DOC dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances under SR.No.3919/2018;

20. In pursuance of the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others also executed Power of Attorney dated 16/03/2018 (hereinafter referred to as "the said POA dated 16/03/2018") in favour of the person nominated by the Promoters to do all acts, deeds, matter and things in respect of the said Sixth Larger Property alongwith other properties as therein contained. The said POA dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3921/2018;

21. As agreed in the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others have filed application dated 20/03/2018 for withdrawal and deletion of said Sixth Larger Property alongwith other properties as well as to delete the Defendant No.8 i.e. the Promoters from the said Special Suit and the Hon'ble Joint Civil Judge (S.D.), Thane vide its order dated 02/04/2018 has allowed the said application and accordingly the said Sixth Larger Property and another property as well as the name of Defendant No.8 therein i.e. the Promoters came to be deleted from the said Special Suit and accordingly, the remark of the said Special Suit recorded on the 7/12 extract of the said Sixth Larger Property and another property came to be deleted.

(J) 1. One Smt. Janabai Waman Patil (hereinafter referred to as "the said Janabai" was the owner inter alia seized and possessed of land bearing Old Survey No.96 New Survey No.69 Hissa No.3A admeasuring 1900 sq. mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter referred to as 'the said Seventh Larger Property') and more particularly described Firstly in the Tenth Schedule hereunder written.

2. The said Janabai died intestate somewhere in the year 1984 leaving behind her only son viz. Shri Shantaram Waman Patil since deceased his heirs viz, 1.Smt. Rekha Vinayak Mhatre, 2.Smt. Renuka Dayanand Shelke (nee Renuka Shantaram Patil) and 3.Smt. Vanita Shantaram Patil (hereinafter collectively referred to as "the legal heirs of said Janabai") as her only heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death;

3. In the premises as aforesaid the legal heirs of said Janabai became entitled to the said Seventh Larger Property;

4. By a Sale-cum-Development Agreement dated 06/02/1995 (hereinafter referred to as 'the said Eighteenth Agreement') executed by and between the said Poorvi therein referred to as the Purchasers of the First Part, the legal heirs of said Janabai therein referred to as the Owners of the Second Part and Shri Babanrao Jayram Borhade (hereinafter referred to as "the said Babanrao") therein referred to as the Confirming Party of the Third Part, the Owners therein with the consent and knowledge of the Confirming Party therein agreed to sell, transfer and assign all their right, title and interest in the said Seventh Larger Property to the Purchasers therein and the Purchasers therein agreed to acquire from the Owners therein the said Seventh Larger Property alongwith another property at or for the consideration and upon the terms and conditions contained therein. The said Eighteenth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1178/1995;

5. Pursuant to the said Eighteenth Agreement, the legal heirs of said Janabai executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Sixth POA") in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Seventh Larger Property alongwith another property. The said Twenty Sixth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.30/1995;

6. By a Deed of Assignment of Development Rights dated 27/04/2007 (hereinafter referred to as "the said Sixth DOA") made and executed between the said Poorvi therein referred to as Assignor of the First Part and the said Cosmos therein referred to as the Assignee of the Second Part, the Assignor therein assigned to the Assignee therein and the Assignee therein acquired from the Assignor therein the development rights for and in respect of the said Seventh Larger Property and the other properties alongwith the benefits and advantages of the said Twenty Sixth Agreement at and for consideration and upon the terms and conditions therein contained. The said Sixth DOA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.3336/2007;

7. Pursuant to the said Sixth DOA, the said Poorvi executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Seventh POA') in favour of the persons nominated by the said Cosmos in order to enable them to do all acts, deeds, matters and things for and in respect of the said Seventh Larger Property

as contained therein. The said Twenty Seventh POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.480.

8. In the aforesaid premises the said Cosmos is entitled to develop the said Seventh Larger Property.

9. By a Deed of Conveyance dated 26/03/2008 (hereinafter referred to as "the said Fifteenth Deed") made and executed between the legal heirs of said Janabai therein referred to as the Owners of the First Part, the said Suraj therein referred to as the Purchaser of the Second Part, the said Poorvi therein referred to as the First Confirming Party and the said Cosmos therein referred to as the Second Confirming Party, the Owners therein with the consent and knowledge of the First and Second Confirming Party have sold, transferred and conveyed all their right, title and interest in the said Seventh Larger Property to the Purchaser therein and the Purchaser therein purchased the same from the Owners therein at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Deed is registered with the office of Sub-Registrar of Assurances under Sr.No.2638/2008;

10. In the aforesaid premises the said Suraj became the owner of the said Seventh Larger Property.

11. By a Deed of Conveyance dated 13/07/2010 (hereinafter referred to as "the said Sixteenth Deed") made and executed between the said Suraj therein referred to as the Vendor/Owner of the one part and the said Hasmukh therein referred to as Purchaser of the other part, the Vendor/Owner therein sold, transferred and conveyed all his right, title and interest in the said Seventh Larger Property to the Purchaser therein and the Purchaser therein acquired the same from the Vendor/Owner therein at and for consideration and upon the terms and conditions therein contained. The said Sixteenth Deed is registered with the office of Sub-Registrar of Assurances, under Sr.No.7614/2010;

12. In the aforesaid premises the said Hasmukh became the owner of the said Seventh Larger Property and since then he is in possession of the said Seventh Larger Property.

13. One shri Manohar Balkrishna Bane has filed a Special Civil Suit No. 342/2008 (hereinafter referred to as "the said fourth suit") against M/s. Cosmos Builders, Poorvi Enterprises for the declaration and injunction and the said fourth suit is pending before the Hon'ble Civil Judge Senior Division Thane and subsequently by way of amendment Shri Hasmukh Satra, and the Promoter have been impleaded as party defendants in the said fourth suit and same is pending. However, no adverse order has been passed in the said fourth suit against the said Promoters.

14. By an Agreement for Sale dated 04/06/2014 (hereinafter referred to as "the said Nineteenth Agreement") made and executed between the said Hasmukh therein referred to as the Vendor of the one part and the said Promoters therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, transfer and assign all his right, title and interest in the said Seventh Larger Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Nineteenth Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.4775/14;

15. Pursuant to the said Nineteenth Agreement, the said Hasmukh executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Eighth POA') in favour of the persons nominated by the said Promoters in order to enable

them to do all acts, deeds, matters and things for and in respect of the said Seventh Larger Property as contained therein. The said Twenty Eighth POA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.4776/2014;

16. A portion admeasuring 69.94 sq. meters out of the said Seventh Larger Property is reserved for 30 mtrs. D.P. Road (hereinafter referred to as "the said Eighth Reserved Portion") and more particularly described Secondly in the Tenth Schedule hereunder written as per the said Act for the said Corporation;

17. By a Deed of Conveyance dated 07/08/2019 (hereinafter referred to as 'the said Deed dated 07/08/2019') made and executed by and between the said Hasmukh therein referred to as the Vendor of the one part and the Promoters herein therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the portion admeasuring 1650.51 sq.mtrs. out of the said Seventh Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 07/08/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.13374/2019.

18. By virtue of the said Deed 07/08/2019, the Promoters herein have become the owner of portion admeasuring 1650.51 sq.mtrs. out of the said Seventh Larger Property.

(K) 1. One Shri Punamchand Nathaji Jain (hereinafter referred to as "the said Punamchand") was the owner of inter alia seized and possessed of and well and sufficiently entitled to all those piece and parcels of land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs., and Old Survey No.96 New Survey No.69 Hissa No.6 admeasuring 100 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter collectively referred to as "the said Eleventh Property") and more particularly described in the Eleventh Schedule hereunder written.

2. The said Punamchand died intestate somewhere in the year 1920-21 leaving behind him one son viz. Hajarimal Punamchand Jain (hereinafter referred to as "the said Hajarimal") as his only legal heirs in accordance with the law by which he was governed at the time of his death;

3. One Shri Govind Ganu Ture's name was wrongly recorded as tenant in respect of the land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs. out of the Eleventh Property and Mutation Entry No.591 was recorded in respect thereof;

4. By order dated 06/02/1963 bearing No.82, passed by the Revenue Department, the name of Shri Govind Ganu Ture was deleted which was wrongly recorded as tenant in respect of the land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs. out of the Eleventh Property and Mutation Entry No.1000 dated 03/09/1963 was recorded in respect thereof;

5. The said Hajarimal also died intestate somewhere in the year 1970-71 leaving behind him one son, the said Pukhraj as his only legal heirs in accordance with the law by which he was governed at the time of his death;

6. The said Pukharaj died intestate on 08/07/2003 leaving behind the said Vasantibai and the said Jain's as his heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

7. By an Agreement for Sale dated 26/02/2010 (hereinafter referred to as "the said Twentieth Agreement") made and executed between the said Vasantibai and the said Jain's therein referred to as the Vendors of the one part and the said Promoters therein referred to as the Purchasers of the other part, the Vendors therein agreed to sell, transfer and assign all their right, title and interest in the said Eleventh Property to the Purchasers therein and the Purchasers therein agreed to acquire the same from the Vendors therein at and for consideration and upon the terms and conditions therein contained. The said Twentieth Agreement is registered with the office of Sub-Registrar of Assurance under Sr.No.2061/2010;

8. Pursuant to the said Twentieth Agreement, the said Vasantibai and the said Jain's executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Nineth POA") in favour of the persons nominated by the said Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Eleventh Property. The said Twenty Nineth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.222/2010;

9. One Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others through their Advocate have issued Legal Notice dated 18/11/2015 enclosing copy of legal Notice 20/10/2015 intimating that, a Regular Civil suit No. 323/2005 i.e. the said third suit has been filed by them against Shri Bharat Pukharaj Jain and another for the Partition and separate Possession and declaration and perpetual Injunction, in respect of the various properties described in the Schedule of the plaint which includes the said Eleventh Property and in said notice, it is also mentioned that, the Hon'ble court was pleased to allow interim injunction application filed below Exhibit- 5 in Regular Civil Suit No. 323/2005 by interim injunction order dated 23/08/2011 and thereby defendants therein and/or persons claiming through them are restrained from obstructing the possession of my clients as co-owners over the suit properties and also further restrained from creating third party interest in the suit properties till the decision of the said suit and further, the said third suit is pending with the Hon'ble Civil Judge Senior Division Thane. The Order of Injunction was not in existence at the time of execution and registration of the Agreement for Sale dated 26/02/2010 registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 2061/2010. The promoters have acquired right, title and interest in the said Eleventh property on 26/02/2010 by virtue of Twentieth Agreement which is duly registered at Sr.No.2061/2010 and same is executed prior to the interim Order passed on 23/08/2011 in the above mentioned civil suit. Upon receipt of Legal Notice dated 18/11/2015 issued by advocate of Shri Bhavarlal Chhaganlal Jain alias Mehta and 5 others, the promoters have submitted application for incorporating them as a party in the said third suit as they acquired substantial interest in the some of the suit properties involved in the said suit which includes the said Eleventh Property. The plaintiffs in the said third suit have also filed separate application for impleading the Promoter as party defendant in the said third suit. The Hon'ble Court was pleased to allow both the applications on 04/07/2016 simultaneously. The Promoter after impleading themselves as a party defendant in the said third suit have submitted written statement as well as an separate application below Exhibit 246 for Modification of Injunction Order passed on 23/08/2011 in respect of the said Eleventh Property.

10. The said Company upon filing the written statement in said First Suit, became aware that the said Eleventh Property are also incorporated in the schedule of

suit properties in RCS No.323/2005. However, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others had not disclosed the said facts in its aforementioned notices. Further, the Promoters came to know about another civil suit bearing Special Civil Suit No.491 of 2005 which is now renumbered and converted in Regular Civil Suit No.1351 of 2012 and therein also necessary interim injunction order dated 07/09/2011 were passed and thereby Defendants therein were restrained from creating any third party interest and obstructing the possession of Shri BhavarlalChhaganlal Jain alias Mehta and 5 others till decision of the said civil suit (hereinafter referred to as "the said Second Suit") filed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in respect of the Eleventh Property along with other properties.

11. In order to ensure the clear and marketable title as well smooth development of the said Sixth Larger Property without any hurdles or objection, the Promoters approached Shri BhavarlalChhaganlal Jain alias Mehta and 5 others and requested them to surrender their alleged  $\frac{1}{2}$  undivided right and/or interest in the said Sixth Larger Property as claimed by Shri BhavarlalChhaganlal Jain alias Mehta and 5 others in the said Special Suit as well as to remove the said Eleventh Property alongwith other lands from the suit properties from the schedule of the suit properties mentioned in the said Special Suit.

12. Upon the request made by the Promoters, by a Deed of Confirmation dated 16/03/2018 (hereinafter referred to as "the said DOC dated 16/03/2018") made and executed between the Promoters therein referred to as the party of First Part and Shri BhavarlalChhaganlal Jain alias Mehta and 5 others therein referred to as the party of the Second Part, the party of the Second Part therein surrendered their  $\frac{1}{2}$  alleged right and/or interest in the said Eleventh Property alongwith other properties at or for consideration and upon the terms and conditions therein contained. The said DOC dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances under SR.No.3919/2018;

13. In pursuance of the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others also executed Power of Attorney dated 16/03/2018 (hereinafter referred to as "the said POA dated 16/03/2018") in favour of the person nominated by the Promoters to do all acts, deeds, matter and things in respect of the said Eleventh Property alongwith other properties as therein contained. The said POA dated 16/03/2018 is registered with the office of Sub-Registrar of Assurances, under Sr.No.3921/2018;

14. As agreed in the said DOC dated 16/03/2018, Shri BhavarlalChhaganlal Jain alias Mehta and 5 others have filed application dated 20/03/2018 for withdrawal and deletion of said Eleventh Property alongwith other properties as well as to delete the Defendant No.8 i.e. the Promoters from the said Special Suit and the Hon'ble Joint Civil Judge (S.D.), Thane vide its order dated 02/04/2018 has allowed the said application and accordingly the said Eleventh Property and the name of Defendant No.8 i.e. the Promoters came to be deleted from the said Special Suit.

15. By a Deed of Conveyance dated 30/07/2019 (hereinafter referred to as "the said Deed dated 30/07/2019") made and executed by and between the said Eighth Owners therein referred to as the Vendor of the one part and the Promoters herein therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all their respective right, title, interest and share whatsoever in respect of the said Eleventh Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 30/07/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.12862/2019.

16. By virtue of the said Deed 30/07/2019, the Promoters herein have become the owner of the said Eleventh Property.

(L) 1. The said Deepak is the owner of land bearing Old Survey No.79 New Survey No.78 Hissa No.1(A) admeasuring 4500 sq.mtrs. and Survey No.79 New Survey No.78 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Owale, Taluka and District Thane (hereinafter collectively referred to as 'the said Eighth larger property') and more particularly described Firstly in the Twelfth Schedule hereunder written.

2. By an Order bearing No. ULC/TA/TE-7/OWALE/SR-290 dated 26/06/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the said Deepak to be surplus land holders to the extent of 10803.50 sq. mtrs. out of his total holdings which includes the said Eighth larger property' to the extent of 1344 sq. mtrs. under the provisions of the Section 8(4) of the Urban Land (Ceiling & Regulations) Act, 1976 (hereinafter referred to as "the Ceiling Act") subject to the terms and conditions therein contained.

3. By Order bearing No.ULC/TA/ATP/W.S.H.S.20/S.R.-1645 dated 31/07/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration exempted surplus land out of the said Eighth larger property' under the provisions of the Section 20 of the Ceiling Act subject to the terms and conditions therein contained.

4. By and under Agreement for Sale dated 08/05/2009 (hereinafter referred to as "the said Twenty First Agreement") made and executed between the said Deepak therein referred to as the Vendor of the one part and the said Promoters therein referred to as the Purchaser of the other part, the Vendor therein agreed to sell, transfer and assign all his right, title and interest in the said Eighth larger property' to the extent of 9,039.84 sq. mtrs. (hereinafter referred to as 'the said First Land') and more particularly described Secondly in the Twelfth Schedule hereunder written to the Purchaser therein and the Purchaser therein agreed to purchase the same at and for consideration and upon the terms and conditions therein contained. The said Twenty First Agreement is registered with the office of Sub-Registrar of Assurances under Sr.No.2181/2009;

5. Pursuant to the said Twenty First Agreement, the said Fifth Owner has executed Power of Attorney dated 08/05/2009 (hereinafter referred to as "the said Thirtieth POA") in favour of the person nominated by the said Promoters to do all acts, deeds, matters and things in respect of the said First land. The said Thirtieth POA is registered with the office of Sub-Registrar of Assurances under Sr.No.101/2009;

6. A portion admeasuring 1382.58 sq. mtrs. forming part of the said First Land (hereinafter referred to as the said Ninth Reserved Portion') and more particularly described Thirdly in the Twelfth Schedule hereunder written is reserved for school purpose as per the Development Plans in force and under the provisions of the said Act for the said Corporation.

7. By an Agreement for Sale dated 05/04/2013 (hereinafter referred to as "the said Twenty Second Agreement"), executed between the said Promoters therein referred to as the Vendor of the one part and the said Seven Eleven therein referred to as the Purchaser of the other part, the Vendors therein agreed to sell and transfer to the Purchaser therein and the Purchaser therein agreed to purchase the same from the

Vendors therein all their right, title and interest in the said Ninth Reserved Portion at and for consideration and upon the terms and conditions therein contained. The said Twenty Second Agreement is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.2696/2013 on 09/04/2013;

8. Pursuant to the said Twenty Second Agreement, the Promoters have executed Power of Attorney dated 05/04/2013 (hereinafter referred to as "the said Thirty First POA") in favour of the person nominated by the said Seven Eleven to do all acts, deeds, matters and things in respect of the said Third Portion. The said Thirty First POA is registered with the office of Sub-Registrar of Assurances under Sr.No.2697/2013 on 09/04/2013;

9. A portion admeasuring 6215.77 sq. meters out of the said First Land, is reserved for 30 mtrs. & 40 mtrs. D.P. Road (hereinafter referred to as "the said Tenth Reserved Portion") and more particularly described Fourthly in the Twelfth Schedule hereunder written as per the said Act for the said Corporation;

10. The said Deepak has filed appeal bearing No.320/2013 before the Hon'ble Resident Deputy Collector, Thane in respect of land bearing Old Survey No.79/1(P) and New Survey No.78/1A admeasuring 4500 sq.mtrs. out of the said Eighth Larger Property against the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 259/2012 dated 03/06/2013. The Hon'ble Deputy Collector (Appeal), Thane vide its order dated 25/07/2014 has allowed the RTS Appeal bearing No.320/2013 filed by the said Deepak and thereby the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 259/2012 dated 03/06/2013 has been set aside However, Being aggrieved and dissatisfied with said order shri Janardan Bama Kini & others have filed RTS/ Revision/Application No.80/2015 before the Hon'ble Additional Commissioner Konkan Division Mumbai and after hearing all the parties the said RTS/ Revision/Application No. 80/2015 was dismissed on 20/02/2016 by the Hon'ble Additional Commissioner Konkan Division Mumbai thereafter being aggrieved and dissatisfied with the said Order dated 02/02/2016, Shri Janardan Bama Kini & others have filed RTS appeal (hereinafter referred to as "the said first appeal") before the Hon'ble Revenue Minister Maharashtra State and same is pending. However, no adverse order has been passed in the said proceedings.

11. The said Deepak has filed appeal bearing No. 321/2013 before the Hon'ble Resident Deputy Collector, Thane in respect of land bearing Old Survey No.79/1(P) and New Survey No.78/1B admeasuring 2700 sq.mtrs. out of area admeasuring 6170 sq.mtrs. out of the said Eighth Larger Property against the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 260/2012 dated 03/06/2013. The Hon'ble Deputy Collector (Appeal), Thane vide its order dated 25/07/2014 has allowed the Appeal filed by the said Deepak and thereby the order passed by the Sub-Divisional Officer, Thane in RTS Appeal No. 260/2012 dated 03/06/2013 has been set aside.

12. One Shri Namdev Govind Patil, Shri Manik Govind Patil and Shri Damodar Govind Patil filed a Special Civil Suit No.386/2011 (hereinafter referred to as "the said fifth suit") against Shri Pandurang Govind Patil and against the said Deepak and the Promoters for the relief of declaration and injunction in respect of Survey No.79 New Survey No.78 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Owale, Taluka and District Thane. The Hon'ble Civil Judge Senior Division, Thane vide its order dated 10/04/2019 dismissed the said fifth suit for default.

13. One Bhavanishankar Rao has filed a Regular Civil Suit No.1119/2012 before the Hon'ble Civil Judge (J.D.) (hereinafter referred to as "the said sixth suit") against Mr. Namdeo Patil and another and the Plaintiff, by way of amendment, impleaded the Promoters as a Party Defendant in the said sixth suit. The said sixth suit is pending.

14. One Smt. Jyoti Pandurang Patil alias Jyoti Anil Patil has filed a Revision Application bearing No.103/2019 against the said Deepak and others for filing objection to the issuance of Sale Permission granted by the Sub-Divisional Officer, Thane Division, Thane bearing No.TD/6/KUV/V.P./S.R.V13/2004 dated 25/06/2004 (hereinafter referred to as 'the said Sale Permission') for sale of the said Eight Larger Property in favour of the said Deepak (hereinafter referred to as 'the said Revision Application'). The said Revision Application is pending before the Hon'ble Maharashtra Revenue Tribunal. However no adverse order has been passed by the Hon'ble Revenue Tribunal in the said Revision Application.

(M) 1. One Smt. Kashibai Shimgya (hereinafter referred to as "the said Kashibai" was the owner of the property being all that piece and parcel of land bearing Old Survey No.79 New Survey No.78 Hissa No.3A area admeasuring 1010 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter referred to as "the said Ninth Larger Property") and more particularly described Firstly in the Thirteenth Schedule hereunder written;

2. The said Kashibai died intestate in or about 1960 leaving behind her only daughter Mrs. Kachrubai Raghunath Patil (herein after referred to as "the said Kachrubai" as her only legal heir in accordance with the provisions of Hindu Successions Act, by which she was governed at the time of her death;

3. The said Kachrubai died intestate somewhere in the year 1988-89 leaving behind her two married daughters 1. Manda Kashintah Chaudhari (hereinafter referred to as "the said Manda") and Kundabai Ashok Patil (hereinafter referred to as "the said Kunda") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death;

4. In the aforesaid premises the said Manda and the said Kunda became entitled to the Ninth Larger Property.

5. By an Agreement for Sale dated 22/12/2005 (hereinafter referred to as "the said Twenty Third Agreement"), executed by and between Miss Ketki Deepak Dedhia (hereinafter referred to as "the said Ketki") therein referred to as the Purchaser of the One Part and the said Manda, the said Kunda and 3 others therein referred to as the Vendors of the Other Part, the Vendors therein agreed to sell to the Purchaser therein and the Purchaser therein agreed to purchase from the Vendors therein their undivided share, right, title and interest in the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Twenty Third Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8215/2005;

6. Pursuant to the said Twenty Third Agreement, the said Manda, the said Kunda and 3 others have executed Power of Attorney of even dated (hereinafter referred to as "the said Thirty Second POA") in favour of the said Ketki to enable her to do all acts, deeds, matters and things for and in respect of the said Ninth Larger Property as contained therein. The said Thirty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.707/2005;

7. By Order bearing No. ULC/TA/TE-7/Ovale/SR-287 dated 25/10/2005 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane u/s.8(4) of the ULC ACT, the said Ninth Larger Property was declared as retainable in the hands of the said Manda and the said Kunda.

8. By a Sale Deed dated 16/02/2006 (hereinafter referred to as "the said Deed dated 16/02/2006"), executed between the said Ketki therein referred to as the Purchaser of the One Part and the said Manda, the Kunda and 3 other therein referred to as the Vendors of the other part, the Vendor therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendors therein all their right, title and interest in the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained.

9. The said Deed dated 16/02/2006 had remained to be registered within the stipulated period and hence, the parties thereto executed a Deed of Confirmation dated 27/10/2007 and the same alongwith the said Deed dated 16/02/2006 is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7947/2007 on 31/10/2007 (the said Deed dated 16/02/2006 & the Deed of Confirmation dated 27/10/2007 are hereinafter collectively referred to as "the said Seventh Deed");

10. In the aforesaid premises the said Ketki became the owner of the said Ninth Larger Property;

11. By a Development Agreement dated 04/03/2008 (hereinafter referred to as "the said Twenty Fourth Agreement"), executed between the said Ketki therein referred to as the Owner of the First Part and the said Cosmos therein referred to as the Developers of the other part, the Owner therein granted to the Developers therein and the Developers therein acquired from the Owner therein the development rights for and in respect of the said Ninth Larger Property at and for consideration and upon the terms and conditions therein contained. The said Twenty Fourth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1989/2008;

12. Pursuant to the said Twenty Fourth Agreement, the said Ketki executed a Power of Attorney of even date (hereinafter referred to as "the said Thirty Third POA") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Ninth Larger Property as contained therein. The said Thirty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.315;

13. A portion admeasuring 883.90 sq. meters out of the said Ninth Larger Property, is reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the said Eleventh Reserved Portion") and more particularly described Secondly in the Thirteenth Schedule hereunder written as per the said Act for the said Corporation;

(N) 1. The said Kashinath was cultivating the property being the land bearing Old Survey No.82 New Survey NO.77 Hissa No.2 admeasuring 710 sq.mtrs. and Old Survey No.82 New Survey No.77 Hissa No.3 admeasuring 450 sq.mtrs., situate, lying and being at village Ovale, Taluka & District Thane (hereinafter collectively referred to as "the said Fourteenth Property") and more particularly described in the Fourteenth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as the said Tenancy Act");

2. The said Kashinath died intestate in or about 1990 leaving behind him the said Jamnabai, the said Bhagibai, the said Parvatibai the said Ratan, the said

Janardan, the said Anant, the said Ashok and the said Manohar as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

3. The said Manohar died intestate in or about 1991 leaving behind him the legal heirs of said Manohar as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

4. In the aforesaid premises the said Jannabai, the said Ratan, the said Janardan, the said Ananta, the said Ashok and the legal heirs of said Manohar became entitled to the said Fourteenth Property;

5. By a Development Agreement dated 16/04/1999 (hereinafter referred to as "the said Twenty Fifth Agreement"), executed between the said Anil & Parag therein referred to as the Developers of the One Part and the said Ratan alongwith Smt. Shantibai Ratan Kavare, Shri Digambar Ratan Kavare, Smt. Babita Shivaji Patil, Smt. Sulochana Janardan Patil, Smt. Pramila Bhaskar Mhatre (hereinafter referred to as "Smt. Shantibai & others"), the said Janardan and his heirs, the said Ananta and his heirs, the said Ashok and his heirs, the said heirs of the said Manohar and the said Jannabai therein collectively referred to as the Owners of the Other Part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of the said Fourteenth Property at and for consideration and for and upon the terms and conditions therein contained. The said Twenty Fifth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2724/1999;

6. Pursuant to the said Twenty Fifth Agreement, the said Ratan, the said Smt. Shantibai & others, the said Janardan and his heirs, the said Ananta and his heirs, the said Ashok and his heirs, the said heirs of the said Manohar and the said Jannabai executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Fourth POA") in favour the said Anil and Parag to enable them to do all acts, deeds, matters and things for and in respect of the Fourteenth Property as contained therein. The said Thirty Fourth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.833;

7. By virtue of the said Partition Deed, the said Fourteenth Property came to the share of the said Ratan. The said Partition Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2726;

8. In the aforesaid premises the said Ratan became entitled to the said Fourteenth Property;

9. By a Development Agreement dated 23/05/2008 (hereinafter referred to as "the said Twenty Sixth Agreement") executed by and between the said Ratan alongwith the said Shantabai & others therein referred to as the Owners of the First Part, the said Cosmos therein referred to as Developers of the Second Part and the said Anil and Parag therein referred to as the Confirming Party of the Third Part, the Owners therein, with the knowledge and consent of Confirming Party therein, agreed to grant to the Developers therein the development rights for and in respect of the said Fourteenth Property at and or for the consideration and for and upon the terms and conditions therein contained. The said Twenty Sixth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4595/2008 on 03/06/2008.

10. Pursuant to the said Twenty Sixth Agreement, the said Ratan alongwith the said Shantabai & others executed Power of Attorney dated 03/06/2008 (hereinafter referred to as "the said Thirty Fifth POA") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Fourteenth property as contained therein. The said Thirty Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.617.

11. By Order bearing No.TD/TE.6/KUV/VP/SR-456/2009 dated 05/01/2010 passed by the Sub-Divisional Officer, Thane granted development permission in respect of land bearing S. No.77, Hissa No.3 out of the said Fourteenth property subject to the terms and conditions contained therein.

12. By Order bearing No.TD/TE.6/KUV/VP/SR-26/2010 dated 22/03/2010 passed by the Sub-Divisional Officer, Thane granted development permission in respect of land bearing S. No.77, Hissa No.2 out of the said Fourteenth property subject to the terms and conditions contained therein.

13. The said Ratan expired on 21/09/2015 leaving behind him one son Shri Digambar Ratan Kavre and three married daughters Smt. Sulochana Janardan Patil, Smt. Pramila Bhaskar Mhatre and Smt. Babita Shivaji Patil (hereinafter referred to as "the said Eleventh Owner") as his only legal heirs and accordingly became co-owners of the said Fourteenth Property;

(O) 1. Shri Mahadu Gopal Ture (hereinafter referred to as "the said Mahadu"), 2) Shri Shankar Gopal Ture (hereinafter referred to as "the said Shankar") were the owners of the property being land bearing Old Survey No.79 New Survey No.78/4 admeasuring 2190 sq.mtrs., situate, lying and being at village Owale, Taluka and District Thane (hereinafter referred to as "the said Tenth Larger Property") and more particularly described Firstly in the Fifteenth Schedule hereunder written;

2. The said Mahadu died in or about 1960 leaving behind him Shri Heinder Mahadu Ture (hereinafter referred to as "the said Heinder") as his only legal heir in accordance with the law by which he was governed at the time of his death.

3. The said Heinder died in or about 1971 leaving behind him his widow Smt. Thamubai Heinder Ture, one son Shri Navnath Heinder Ture and five married daughters viz. Smt. Shakuntala Valkya Singe, Smt. Gauribai Parshuram Patil, Smt. Kantibai Gajanan Bhoir, Smt. Gulabbai Balkrishna Thakur and Smt. Laxmibai Chandrakant Mukadam (hereinafter referred to as "the legal heirs of said Heinder") as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

4. The said Shankar died on 07/06/1994 leaving behind him his last will and testament dated 30/05/1994 (hereinafter referred to as "the said Will") whereby he bequeathed his 1/2 undivided share in the said Fifteenth property to 1.Smt. Rukhmini Krishna Patil, 2.Shri Suresh Krishna Ture, 3.Shri Rajan Krishna Ture, 4.Smt. Anuradha Keshav Mhatre (hereinafter referred to as "Smt. Rukhmini & 3 others") and Shri Vishwas Ture alias Shri Ramchandra Krishna Ture (hereinafter referred to as "the said Vishwas").

5. The said Vishwas died intestate on 18/08/2005 and was unmarried at the time of his death, thereby leaving behind him only his mother viz. Smt. Yesubai Krishna Ture (hereinafter referred to as "the said Yesubai") as only legal heir in accordance with the law by which he was governed at the time of his death.

6. In the aforesaid premises the legal heirs of Hiender and the said Yesubai alongwith the Smt. Rukhmini & 3 others (hereinafter collectively referred to as "the said Ture's") became the co-owners of the said Tenth Larger Property;

7. By a Development Agreement dated 23/10/2007 (hereinafter referred to as "the said Twenty Seventh Agreement") executed by and between the legal heirs of said Heinder from the said Ture's therein referred to as the owners of the One Part and the said Cosmos therein referred to as the Developers of the Other Part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of their 1/2 undivided share in the said Tenth Larger Property at and for consideration and for and upon the terms and conditions therein contained. The said Twenty Seventh Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7700/2007.

8. Pursuant to the said Twenty Seventh Agreement, the Owners therein executed a Power of Attorney dated 23/10/2007 (hereinafter referred to as "the said Thirty Sixth POA") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matter and things in respect of the said Tenth Larger Property as contained therein. The said Thirty Sixth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.7701/2007.

9. By a Development Agreement dated 03/01/2008 (hereinafter referred to as "the said Twenty Eighth Agreement") made and executed between the said Rukhmini & others, the said Yesubai from the said Ture's alongwith Shri Krishna Shankar Ture therein referred to as Owners of the one part and the said Cosmos herein therein referred to as the Developers of the other part, the Owners therein agreed to grant to the Developers therein and the Developers therein agreed to acquire from the Owners therein the development rights for and in respect of their 1/2 undivided share in the said Tenth Larger Property at and for consideration and for and upon the terms and conditions contained therein. The said Twenty Eighth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.119/2008;

10. Pursuant to the said Agreement dated 03/01/2008, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as "the said Thirty Seventh POA ") in favour of the persons nominated by the said Cosmos to enable them to do all acts, deeds, matters and things for and in respect of the said Tenth Larger Property as contained therein. The said Thirty Seventh POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.17;

11. By an Agreement for Sale dated 30/04/2010 (hereinafter referred to as "the said Twenty Ninth Agreement") made and executed between the said Cosmos therein referred to as the Vendor of the first part, the said Ketki therein referred to as the First Confirming Party of the second part, the said Shantibai & others therein referred to as the Second Confirming Party, the said Ture's therein referred to as the Third Confirming Party of the Fourth Part and the said Promoter therein referred to as Purchaser of the Fifth Part, the said Cosmos, with the consent and knowledge of the respective said First to Third Confirming Party therein, agreed to sell, convey, transfer and assign the irrevocable development rights for and in respect of the said Ninth Larger Property, Fourteenth and Tenth Larger Property to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Twenty Ninth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3784/2010;

12. Pursuant to the said Twenty Ninth Agreement, the Vendor therein executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Eighth POA") in favour of the person nominated by the Purchaser therein to do all acts, deeds, matter and things in respect of the said Ninth Larger Property, Fourteenth and the said Tenth Larger Property as contained therein. The said Thirty Eighth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3785/2010;

13. In the aforesaid premises the said Promoter are entitled to develop the said Ninth Larger Property, Fourteenth and the said Tenth Larger Property;

14. A portion admeasuring 701.77 sq. meters out of the said Tenth Larger Property, is reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the said Twelfth Reserved Portion") and more particularly described in the Secondly in the Fifteenth Schedule hereunder written as per the said Act for the said Corporation;

15. One Shri Damodar Vaman Gharat has filed Special Civil Suit No.88/2015 (hereinafter referred to as "the said seventh suit") against Shri Krishna Shankar Ture and 35 others, M/s. New Shree Swami Samarth Boriwade Housing company Pvt. Ltd. and M/s. Vijay Grihnirman Pvt. Ltd., M/s. Vijay Group Association, M/s. Cosmos Builders and the Promoters for the declaration, Injunction, Cancellation, Partition and Separate Possession and the said seventh suit is pending with the Hon'ble Civil Judge Senior Division Thane. No adverse order has been passed in the said seventh suit.

16. By a Deed of Conveyance dated 30/07/2019 (hereinafter referred to as "the said Deed dated 30/07/2019") made and executed by and between the said Ketki therein referred to as the said First Vendor, Shri Digambar Ratan kavare & others therein referred to as the Second Vendor, the said Twelfth Owners therein referred to as the Third Vendors of the first part, the said Anil and Parag therein referred to as the First Confirming Party and the said Cosmos therein referred to as the Second Confirming Party and the Promoters herein therein referred to as the Purchaser of the other part, the First Vendor, the said Second Vendors, the said Third Vendors with the consent and knowledge of the said First and Second Confirming Party therein sold, transferred, conveyed and assigned all their respective right, title, interest and share whatsoever in respect of the portion admeasuring 130 sq.mtrs. out of the said Ninth Larger Property, the said Fourteenth Property and portion admeasuring 1480 sq.mtrs. out of the said Tenth Larger Property respectively in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 30/07/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.12860/2019.

17. By virtue of the said Deed 30/07/2019, the Promoters herein have become the owner of portion admeasuring 130 sq.mtrs. out of the said Ninth Larger Property, the said Fourteenth Property and portion admeasuring 1480 sq.mtrs. out of the said Tenth Larger Property respectively.

(P) 1. One Shri Shankar Ganu Patil (hereinafter referred to as 'the said Shankar') was the owner of and as such inter-alia seized and possessed and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Old Survey No.79, New Survey No.78, Hissa No.3B, admeasuring 1040 sq. mtrs., situate,

lying and being at Village Owale, Tal. & Dist. Thane (hereinafter referred to as 'the said Eleventh Larger Property') and more particularly described Firstly in the Sixteenth Schedule hereunder written.

2. The said Shankar expired on 20/07/1968 and his wife Smt. Mathurabai Shankar Patil expired on 20/02/1992 leaving behind them one son, Shri Ramchandra Shankar Patil (hereinafter referred to as "the said Ramchandra") and five daughters, Smt. Mankibai Waman Bhoir (hereinafter referred to as "the said Mankibai"), Smt. Kusum Vinayak Patil (hereinafter referred to as "the said Kusum"), Smt. Janki Damodar Patil (hereinafter referred to as "the said Janki"), Smt. Thamibai Heinder Ture (hereinafter referred to as "the said Thamibai") and Smt. Ratnibai Namdeo Thakur (hereinafter referred to as "the said Ratnibai") as their only legal heirs in accordance with the provisions of Hindu Succession Act, by which they were governed at the time to their death;

3. The said Ramchandra expired on 21/07/1983 leaving behind two sons, Shri Ganesh Ramchandra Patil (hereinafter referred to as "the said Ganesh") and Shri Dattatray Ramchandra Patil, two daughters, Smt. Anusaya Keshav Mhatre and Smt. Bhimabai Arun Patil (save and except the said Ganesh, hereinafter collectively referred to as 'said Dattatray & others') as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death and accordingly they became the co-owners of his 1/6th undivided share in the said Eleventh Larger Property;

4. The said Mankibai expired on 27/07/1986 leaving behind her two sons, Shri Mahadev Waman Bhoir (hereinafter referred to as "the said Mahadev") and Shri Sadanand Waman Bhoir (hereinafter referred to as "the said Sadanand") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death and accordingly they became the co-owners of her undivided share in the said Eleventh Larger Property.

5. Shri Mahadev expired on 17/05/1987 leaving behind him his widow, Smt. Jaywanti Mahadev Bhoir, two sons, Shri Kiran Mahadev Bhoir, Shri Sachin Mahadev Bhoir and one daughter, Smt. Sangeeta Kashinath Patil (hereinafter collectively referred to as "the legal heir of said Mahadev") as his only legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death and accordingly they became the co-owners of his undivided share in the said Eleventh Larger Property.

6. The said Ganesh expired on 02/01/2004 leaving behind him his widow, Smt. Kamlabai Ganesh Patil and three daughters, Smt. Kavita Rajesh Nagalkar, Smt. Sushma Datta Patil and Smt. Rajni Sainath Patil and one son Shri Rakesh Ganesh Patil (hereinafter referred to as "the legal heirs of said Ganesh") as his only legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death and accordingly they became the co-owners of his undivided share in the said Eleventh Larger Property;

7. The said Kusum expired somewhere in the year 2007 leaving behind her two sons, Shri Subhash Vinayak Patil, Shri Rajan Vinayak Patil since deceased, his heirs Smt. Sandhya Rajan Patil, Mr. Himanshu Rajan Patil and Miss Akansha Rajan Patil and one daughter Smt. Ashwini Ashok Patil (hereinafter collectively referred to as "the legal heirs of said Kusum") as her only legal heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death and accordingly they became the co-owners of her undivided share in the said Eleventh Larger Property.

8. In the aforesaid premises, the said Janaki, the said Thamibai, the said Ratnibai, the said Dattatray and others, the heirs of the said Ganesh, the said Sadanand, the heirs of the said Mahadev and the heirs of the said Kusum (hereinafter referred to as "the said Janaki & others") became the joint owners of the said Eleventh Larger Property.

9. By a Deed of Conveyance dated 17/07/2010 (hereinafter referred to as "the said Eighteenth Deed"), executed between the said Hasmukh therein referred to as first party of the one part and the said Ratnibai, the said Dattatray & others (except Bhimabai alias Geetanjali Arun Patil) therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 260 sq. mtrs. to the first party therein at and for consideration and upon the terms and conditions therein contained. The said Eighteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7815/2010.

10. By a Deed of Conveyance dated 26/07/2010 (hereinafter referred to as "the said Nineteenth Deed"), executed between the said Hasmukh herein therein referred to as first party of the one part and the said Thamibai, the said Bhimabai and the legal heirs of said Ganesh therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 260 sq. mtrs. to the first party therein at and for consideration and upon the terms and conditions therein contained. The said Nineteenth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 8107/2010.

11. By a Deed of Conveyance dated 30/10/2010 (hereinafter referred to as "the said Twentieth Deed"), executed between the said Hasmukh therein referred to as first party of the one part and the said Jankibai, the said Sadanand, the legal heirs of said Mahadev and the legal heirs of said Kusum, therein collectively referred to as the second party of the other part, the second party therein sold, transferred and conveyed all their undivided share, right, title and interest in the said Eleventh Larger Property to the extent of 520 sq. mtrs. to the first party therein at and for consideration and upon the terms and conditions therein contained. The said Twentieth Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 11370/2010 on 01/11/2010.

12. By virtue of the said Tenth to Twelfth Deed, the said Hasmukh became the owner of the said Eleventh Larger Property.

13. By the said Nineteenth Agreement, the said Hasmukh agreed to sell, transfer and assign all his right, title and interest in the said Eleventh Larger Property alongwith the other properties mentioned therein to the Promoters being the Purchasers therein at and for consideration and upon the terms and conditions therein contained.

14. Pursuant to the said Nineteenth Agreement, the said Hasmukh executed the said Twenty Eighth POA in favour of the persons nominated by the Promoter in order to enable them to do all acts, deeds, matters and things for and in respect of the said Eleventh Larger Property as contained therein.

15. A portion admeasuring 15.19 sq. meters out of the said Eleventh Larger Property, is reserved for 30 mtrs. D.P. Road and a portion admeasuring 2.81 sq. meters out of the said Eleventh Larger Property, is reserved for 40 mtrs. D.P. Road

(hereinafter collectively referred to as “the said Thirteenth Reserved Portion”) and more particularly described Secondly in the Sixteenth Schedule hereunder written as per the said Act for the said Corporation;

16. By a Deed dated 07/08/2019 made and executed by and between the said Hasmukh therein referred to as the Vendor of the one part and the said Promoters therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred, conveyed and assigned all his right, title, interest and share whatsoever in respect of the portion admeasuring 1020 sq.mtrs. out of the said Eleventh Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned.

17. By virtue of the said Deed 07/08/2019, the said Promoters have become the owner of portion admeasuring 1020 sq.mtrs. out of the said Eleventh Larger Property.

(Q) 1. One Shri Pandurang Govrya Bhoir (hereinafter referred to as "the said Pandurang") was cultivating the property being land bearing Old Survey No.99 New Survey No.75 Hissa No.2 admeasuring area 1800 sq.mtrs. (hereinafter referred to as "the said Plot No.1") and land bearing Old Survey no.107 New Survey No.72 Hissa No.4 admeasuring area 10900 sq.mtrs. (hereinafter referred to as "the said Plot No.2") situate lying and being at village Owale, Taluka and District Thane and more particularly described firstly and secondly in the Seventeenth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy Act.

2. The said Pandurang died intestate somewhere in the year 1953 leaving behind him his widow viz.Smt. Anusaya Pandurang Bhoir, two sons Shri Pandharinath Pandurang Bhoir (hereinafter referred to as "the said Pandharinath"), Shri Harishchandra Pandurang and one daughter Smt.Shalubai Kisan Mhatre (nee Shalubai Pandurang Bhoir) (hereinafter referred to as "the legal heirs of said Pandurang") as his only legal heirs in accordance with the Law by which he was governed at the time of his death.

3. By a Development Agreement dated 17/12/2004 (hereinafter referred to as "the said Thirtieth Agreement") made and executed between the legal heirs of said Pandurang therein referred to as the Vendors of the one part and M/s. Lodha Estate Pvt. Ltd. (hereinafter referred to as "the said Lodha") therein referred to as the Developers of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the said Plot No.1 along with the other properties at and for consideration and upon the terms and conditions therein contained. The said Thirtieth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9181/2004 on 22/12/2004;

4. Pursuant to the said Thirtieth Agreement, the Vendors therein executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Ninth POA") in favour of the person nominated by the Developers therein to do all acts, deeds, matter and thing in respect of the said Plot No.1 as contained therein. The said Thirty Ninth POA dated 17/12/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.954 on 22/12/2004;

5. By a Development Agreement dated 11/03/2005 (hereinafter referred to as "the said Thirty First Agreement") made and executed between the legal heirs of said Pandurang therein referred to as the Vendors of the one part and the said Lodha

therein referred to as the Developers of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the said Plot No.2 alongwith the other properties at and for consideration and upon the terms and conditions therein contained. The said Thirty First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2085/2005;

6. Pursuant to the said Thirty First Agreement, the Vendors therein executed Power of Attorney of even date (hereinafter referred to as "the said Fortieth POA") in favour of the person nominated by the Developers therein to do all acts, deeds, matter and thing in respect of the said Plot No.2. The said Fortieth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.256;

7. One of the legal heir of Pandurang i.e. Shri Pandharinath Pandurang Bhoir expired on 17/12/2006 leaving behind him his widow Smt. Neerabai Pandharinath Bhoir and three sons Shri Jaywant Pandharinath Bhoir, Shri Ananta Pandharinath Bhoir and Shri Sandeep Pandharinath Bhoir (hereinafter referred to as "the legal heirs of said Pandharinath") as his legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

8. In the aforesaid premises Smt. Anusaya Pandurang Bhoir, Shri Harishchandra Pandurang, Smt. Shalubai Kisan Mhatre (nee Shalubai Pandurang Bhoir) and the legal heirs of Pandharinath became the co-owners of the said Plot No.1 & 2 and are hereinafter collectively referred to as "the said Anusaya & others").

9. By a Agreement for Sale dated 09/12/2010 (hereinafter referred to as "the said Thirty Second Agreement") made and executed between the said Promoter therein referred to as the Purchaser of the one part and the said the said Anusaya & others alongwith others therein also referred to as the Owners of the other part, the Owners therein agreed to sell, transfer and assign all their right, title, interest in respect of the said Plot No.1 & 2 to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Thirty Second Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.13800/2010;

10. Pursuant to the said Thirty Second Agreement, the Owners therein executed Power of Attorney of even date (hereinafter referred to as "the said Forty First POA") in favour of the person nominated by the said Promoter to do all acts, deeds, matter and things in respect of the said Plot No.1 & 2 as contained therein. The said Forty First POA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.751/2010;

11. By a Deed of Assignment dated 27/12/2010 (hereinafter referred to as "the said Seventh DOA") made and executed between the said Lodha therein referred to as Assignors of the one part and the said Promoter therein referred to as the Assignees of the other part, the Assignors therein agreed to entrust to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights acquired by them under the said Thirtieth and Thirty First Agreement in respect of the said Plot No.1 & 2 and other properties at and for consideration and upon the terms and conditions therein contained. The said Seventh DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.536/2010 on 14/01/2011.

12. Pursuant to the said Seventh DOA, the Assignors therein have executed Substituted Power of Attorney of even date (hereinafter referred to as "the said Forty Second POA") in favour of the person nominated by the Assignees therein to do all acts, deeds, matter and things in respect of the said Plot No.1 & 2 & other properties as contained therein. The said Forty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.39/11 on 14/01/2011;

13. The Order bearing No.TD/TE-6/KUV/VP/SR-17/2011 dated 25/05/2011 passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of section 43(1) of the Tenancy Act, the said Anusaya & others have been permitted to develop the said Plot No.1 & 2 subject to the terms and conditions contained therein.

14. By and under Deed of Assignment dated 07/12/2015 (hereinafter referred to as 'the said Eighth DOA'), made and executed between the said Promoter therein referred to as the Assignors of the one part and M/s. Sai Pushpa Enterprises (hereinafter referred to as "the said Sai Pushpa") of the other part, the Assignors therein agreed to entrust the development rights for and in respect of the portion admeasuring 1766.78 sq. mtrs. is reserved for Amenity space and a portion admeasuring 687.02 sq. mtrs. forming part of the west side of the said Plot No.2 aggregating to 2453.80 sq. mtrs., together with the benefit of utilization and consumption of proportionate sanctioned FSI in respect thereof on the said portions at and for consideration and upon the terms and condition therein contained. The said Eighth DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8549/2015.

15. In pursuance of the said Eighth DOA, the said Assignors therein executed Substituted Power of Attorney dated 07/12/2005 (hereinafter referred to as "the said Forty Third POA") in favour of the person nominated by the Assignees therein to do all acts, deeds, matter and things in respect of the portion admeasuring 2453.80 sq. mtrs. as contained therein. The said Forty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.8550/2015.

16. A portion admeasuring 591.19 sq. meters out of the said Plot No.1 is reserved for 40 mtrs. D.P. Road and a portion admeasuring 1372.82 and 2005.36 sq. mtrs. out of the said Plot No.2 is reserved for 30 mtrs. and 40 mtrs. D.P. Road respectively (hereinafter referred to as "the said Fourteenth Reserved Portion") and more particularly described Thirdly in the Seventeenth Schedule hereunder written as per the said Act for the said Corporation;

17. One Lodha Estate Pvt. Ltd has filed a Special Civil Suit No.699/2010 (hereinafter referred to as "the said eighth suit") against Smt. Anusayabai Pandurang Bhoir and others, Shri Suraj Ramesh Parmar, M/s. Ketki Developers, M/s. Cosmos Builders and the said Promoter for the declaration and Injunction in respect of the said Plot No.1. The Plaintiffs in the said eighth suit has withdrawn the suit unconditionally on 14/07/2023.

(R) 1. One Shri Rama Dadu Kasar (hereinafter referred to as "the said Rama") was the owner of the property bearing Old Survey No.99 New Survey No.75 Hissa No.1 admeasuring 2050 sq.mtrs., situate, lying and being at village Owale, Taluka & District Thane (hereinafter referred to as "the said Twelfth Larger Property") and more particularly described Firstly in the Eighteenth Schedule hereunder written.

2. The said Rama died intestate on 11/01/1958 leaving behind him three sons viz. 1.Shri Ganpat Rama Kasar (hereinafter referred to as "the said Ganpat"), 2.Shri Jagannath Rama Kasar (hereinafter referred to as "the said Jagannath") and

3. Shri Narayan Rama Kasar (hereinafter referred to as "the said Narayan") as his heirs in accordance with the law by which he was governed at the time of his death;

3. The said Jagannath died intestate on 30/08/1975 leaving behind him his widow Smt. Laxmibai Jagannath Kasar (hereinafter referred to as "the said Laxmibai") as his legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death;

4. The said Ganpat died intestate on 20/03/1974 and his wife Smt. Manglibai Ganpat Kasar died intestate on 18/03/1985, leaving behind them their grand childrens i.e. pre-deceased married daughter Smt. Kashibai Motiram Bhoir's children, Shri Janardan Motiram Bhoir (hereinafter referred to as "the said Janardan"), Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir and Smt. Lata Navnath Ture as his heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death;

5. The said Janardan expired somewhere in the year 1989 leaving behind his widow Smt. Changuabai Janardan Bhoir, three daughters viz. Mrs. Savita alia Sangita Jagannath Mhatre, Mrs. Sarita Balkrishna Patil, Miss Sujata Janardan Bhoir and one son Mr. Sunil Janardan Bhoir (hereinafter referred to as "the heirs of Janardan") as his only heirs in accordance with the Hindu Succession Act by which he was governed at the time of his death;

6. Shri Narayan died intestate on 30/10/1983 leaving behind him his widow Smt. Venubai Narayan Kasar (hereinafter referred to as "the said Venubai") and one son Shri Pandurang Narayan Kasar (hereinafter referred to as "the said Pandurang") as his heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death;

7. In the aforesaid premises Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir, Smt. Lata Navnath Ture, the said Laxmibai, the heirs of Janardan, the said Venubai and the said Pandurang became the co-owners of the said Twelfth Larger Property;

8. By a Development Agreement dated 19/05/1995 (hereinafter referred to as "the said Thirty Third Agreement") made and executed between 1. Shri Dhiraj P. Dedhia and the said Deepak being partners of the said Poorvi therein referred to as the Developers of the one part and legal heirs of the said Janardan, Shri Ashok Motiram Bhoir, Shri Digambar Motiram Bhoir, Smt. Lata Navnath Ture, the said Laxmibai, the said Venubai and the said Pandurang therein collectively referred to as the Owners of the other part, the owners therein granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect the said Twelfth Larger Property, at or for the consideration and upon the terms and conditions therein contained. The said Thirty Third Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.4576/1995;

9. Pursuant to the said Thirty Third Agreement, the Owners therein executed an even dated Power of Attorney (hereinafter referred to as 'the said Forty Fourth POA') in favour of the persons nominated by the Developers therein to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Twelfth Larger Property as contained therein.

10. The said Venubai died intestate on 18/02/2003 leaving behind her only son i.e. the said Pandurang as her heir in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death.

11. The said Pandurang died intestate on 11/03/2007 leaving behind him his widow Smt. Barkibai Pandurang Kasar, five sons Shri Subhash Pandurang Kasar, Shri Machindra Pandurang Kasar, Shri Goraknath Pandurang Kasar, Shri Bholanath Pandurang Kasar, Shri Gurunath Pandurang Kasar and one daughter Mrs. Shashikala Ramdas Patil (hereinafter referred to as "the said heirs of Pandurang") as his heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

12. By a Deed of Assignment of Development Rights dated 27/04/2007 (hereinafter referred to as "the said Ninth DOA"), made and executed between the said Poorvi therein referred to as the Assignor of the First Part and the said Cosmos therein referred to as Assignee of the Second Part, the Assignor therein assigned the development rights alongwith the benefit and advantages of the said Thirty Third Agreement in respect of the said Twelfth Larger Property to the Assignee and the Assignee agreed to acquire the same from the Assignor at and for consideration and upon the terms and conditions therein contained. The said Ninth DOA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3336/2007;

13. Pursuant to the said Ninth DOA, the Assignor therein executed Power of Attorney dated 27/04/2007 (hereinafter referred to as "the said Forty Fifth POA") in favour of the person nominated by the Assignee therein to do all acts, deeds matter and things in respect of the said Twelfth Larger Property as contained therein. The said Forty Fifth POA is registered with the office Sub-Registrar of Assurances at Thane under Sr.No.480/2007;

14. In the aforesaid premises the said Cosmos is entitled to develop the said Twelfth Larger Property.

15. Shri Digambar Motiram Bhoir died intestate on 27/03/2010 leaving behind him his widow viz. Smt. Sulochana Digambar Bhoir and two sons Shri Sandesh Digambar Bhoir and Shri Pranay Digambar Bhoir (hereinafter referred to as "the heirs of said Digambar") in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

16. The Shri Ashok Motiram Bhoir, Smt. Lata Navnath Ture, the heirs of Janardan and the said heirs of Pandurang and the said heirs of said Digambar are hereinafter collectively referred to as "the said Ashok & others";

17. By a Deed of Confirmation dated 06/07/2010 (hereinafter referred to as "the said Seventh DOC") made between the said Cosmos therein referred to as Party of the First Part of the First Part, the heirs of the said Pandurang from the said Ashok & others therein referred to as Party of the Second Part of the second part and the said Poorvi therein referred to as the Party of the Third Part of the third part, the Party of the Second Part confirmed the Thirty Third Agreement and the said Forty Fourth POA alongwith the said Eighth DOA and the said Forty Fourth POA executed in respect of the said Twelfth Larger Property upon the terms and conditions therein contained. The said Seventh DOC is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.7340/2010;

18. Pursuant to the said Seventh DOC, the party of the Second Part therein executed Power of Attorney dated 16/08/2010 (hereinafter referred to as "the said Forty Sixth POA") in favour of the person nominated by the said Cosmos to do all acts, deeds, matters and things in respect of the said Twelfth Larger Property therein

contained. The said Forty Sixth POA is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.760 dated 23/08/2010;

19. In the aforesaid premises the said Cosmos became entitled to develop the said Twelfth Larger Property;

20. By a Agreement for Sale dated 13/07/2010 (hereinafter referred to as "the said Thirty Fourth Agreement"), made and executed between the said Cosmos therein referred to as Vendor of the First Part, the said Poorvi therein referred to as the First Confirming Party of the Second Part, the said Ashok & others therein referred to as the Second Confirming Party of Third Part and the Promoters therein referred to as the Purchaser of the Fourth Part, the Vendor therein with the consent and knowledge of the said First and Second Confirming Party therein agreed to sell, convey, transfer and assign the irrevocable development rights for and in respect of the said Twelfth Larger Property along with the benefit and advantages of the said Eighth DOA to the Purchaser at and for consideration and upon the terms and conditions therein contained. The said Thirty Fourth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7611/2010;

21. Pursuant to the said Thirty Fourth Agreement, the said Cosmos executed Substituted Power of Attorney dated 13/07/2010 (hereinafter referred to as "the said Forty Seventh POA") in favour of the person nominated by the Promoters to do all acts, deeds, matters and things in respect of the said Twelfth Larger Property therein contained. The said Forty Seventh POA is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.623/10;

22. By Deed of Rectification dated 02/01/2012 (hereinafter referred to as "the said DOR"), made and executed between the said Cosmos therein referred to as the Vendors of the First Part, the said Poorvi therein referred to as the First Confirming Party of the second part, the said Ashok & others therein referred to as Second Confirming Party of the third part and the Promoters therein referred to as Purchaser of the Fourth Part, the parties thereto by mutual consent of each other rectified the mistake committed in the said Thirty Fourth Agreement upon the terms and conditions therein contained. The said DOR is registered with the office of Sub-Registrar of Assurance at Thane under Sr.No.49 on 03/01/2012.

23. A portion admeasuring 642.47 sq. meters out of the Twelfth Larger Property is reserved for 40 mtrs. D.P. Road (hereinafter referred to as "the said Fifteenth Reserved Portion") and more particularly described in the Eighteenth Schedule hereunder written as per the said Act for the said Corporation;

24. By a Deed of Conveyance dated 30/07/2019 (hereinafter referred to as "the said Deed dated 30/07/2019") made and executed by and between the said Fifteenth Owners therein referred to as the Vendor of the first part, the said Poorvi therein referred to as the First Confirming Party of the second part, the said Cosmos therein referred to as the Second Confirming Party of the third part and the Promoters herein therein referred to as the Purchaser of the other part, the Vendors therein with the consent and knowledge of the the First Confirming Party and the Second Confirming Party sold, transferred, conveyed and assigned all their respective right, title, interest and share whatsoever in respect of the portion admeasuring 1410 sq.mtrs. out of the said Twelfth Larger Property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed 30/07/2019 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.12863/2019.

25. By virtue of the said Deed 30/07/2019, the Promoters herein have become the owner of portion admeasuring 1410 sq.mtrs. out of the said Twelfth Larger Property.

(S) 1. One Shri Pandurang Govrya Bhoir (hereinafter referred to as "the said Pandurang") was cultivating New Survey No.98 New Survey No.76, admeasuring 1100 sq. mtrs., or thereabout situate, lying & being at village Owale, Taluka & Dist. Thane (hereinafter referred to as "the said Nineteenth Property") and more particularly described in the Nineteenth Schedule hereunder written and accordingly became entitled to the status of protected tenant under the provisions of the Tenancy Act.

2. The said Pandurang died intestate somewhere in the year 1953 leaving behind him his widow viz. Smt. Anusaya Pandurang Bhoir, two sons Shri Pandharinath Pandurang Bhoir (hereinafter referred to as "the said Pandharinath"), Shri Harishchandra Pandurang and one daughter Smt. Shalubai Kisan Mhatre (nee Shalubai Pandurang Bhoir) (hereinafter referred to as "the legal heirs of said Pandurang") as his only legal heirs in accordance with the Law by which he was governed at the time of his death and accordingly mutation entry No.1068 dated 10/12/1963 was recorded in respect thereof.

3. By a Development Agreement dated 17/12/2004 (hereinafter referred to as "the said Agreement dated 17/12/2004") made and executed between the legal heirs of said Pandurang along with Shri Jayant Pandharinath Bhoir, Ananta Pandharinath Bhoir, Sandeep Pandharinath Bhoir, Chandrakant Harishchandra Bhoir, Manish Harishchandra Bhoir, Hemant Harishchandra Bhoir and Hemangi Harishchandra Bhoir (hereinafter referred to as "the said Jayant & others") therein referred to as the Vendors of the one part and M/s. Lodha Estate Pvt. Ltd. (hereinafter referred to as "the said Lodha") therein referred to as the Developers of the other part, the Vendors therein granted to the Developers therein and the Developers therein acquired from the Vendors therein the development rights for and in respect of the said Nineteenth Property along with the other properties mentioned therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 17/12/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9181/2004 on 22/12/2004;

4. Pursuant to the said Agreement dated 17/12/2004, the Vendors therein executed Power of Attorney of even date (hereinafter referred to as "the said POA dated 17/12/2004") in favour of the person nominated by the Developers therein to do all acts, deeds, matter and thing in respect of the said Nineteenth Property as contained therein. The said POA dated 17/12/2004 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 954 on 22/12/2004;

5. One of the legal heir of Pandurang i.e. Shri Pandharinath Pandurang Bhoir expired on 17/12/2006 leaving behind him his widow Smt. Neerabai Pandharinath Bhoir (hereinafter referred to as "the said Neerabai") and three sons Shri Jaywant Pandharinath Bhoir, Shri Ananta Pandharinath Bhoir and Shri Sandeep Pandharinath Bhoir as his legal heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death;

6. By a Agreement for Sale dated: 09/12/2010 (hereinafter referred to as "the said Agreement dated 09/12/2010") made and executed between the said Promoters therein referred to as the Purchaser of the one part and the said the legal heirs of said Pandurang, the Jayant & others, the said Neerabai along with their family members therein also referred to as the Owners of the other part, the Owners therein

agreed to sell, transfer and assign all their right, title, interest in respect of the said Nineteenth Property along with the other properties mentioned therein to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 09/12/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.13800/2010;

7. Pursuant to the said Agreement dated 09/12/2010, the Owners therein executed Power of Attorney of even date (hereinafter referred to as "the said POA dated 09/12/2010") in favour of the person nominated by the said Promoters to do all acts, deeds, matter and things in respect of the said Nineteenth Property as contained therein. The said POA dated 09/12/2010 is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.751/2010;

8. By a Deed of Assignment dated 27/12/2010 (hereinafter referred to as "the said DOA dated 27/12/2010") made and executed between the said Lodha therein referred to as Assignors of the one part and the said Promoters therein referred to as the Assignees of the other part, the Assignors therein agreed to entrust to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights acquired by them under the said Agreement dated 17/12/2004 in respect of the said Nineteenth Property and other properties mentioned therein at and for consideration and upon the terms and conditions therein contained. The said DOA dated 27/12/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.536/2010 on 14/01/2011.

9. Pursuant to the said DOA, the Assignors therein have executed Substituted Power of Attorney of even date (hereinafter referred to as "the Third POA") in favour of the person nominated by the Assignees therein to do all acts, deeds, matter and things in respect of the said Nineteenth Property along with the other properties mentioned therein as contained therein. The said Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.39/11 on 14/01/2011;

10. After the demise of the said Pandurang, Smt. Anusaya Pandurang Bhoir filed Tenancy Application u/s.70B of Bombay Tenancy & Agricultural Land Act, 1948 before the Hon'ble Tahasildar & ALT, Thane and the owners Ratanshi Premji Chartiabale Trust has admitted tenancy of said Anusaya therein and further given No Objection to declare her tenant in respect of the said land however the Hon'ble Tahasildar & ALT, Thane vide its order dated 24/12/2012, rejected the said application with a reason that, the said property is involved in Tenancy Appeal No.9/12 which was pending before the SDO, Thane. Hence, unless the final order is passed in the said Tenancy Appeal No.9/12 it would not be proper to decide 70/B application filed by Smt. Anusaya Pandurang Bhoir.

11. Being aggrieved and dissatisfied by the said order the said Anusaya filed Tenancy Appeal bearing No.23/2013 before the Sub-Divisional Officer, Thane. However, the said Tenancy Appeal bearing No.23/2013 is closed vide order dated 24/02/2014 with a reason that, the Tenancy Appeal bearing No.9/12 is already heard and decided on 08/01/2014 hence, the present appeal is disposed.

12. Being aggrieved and dissatisfied by the said order dated 24/02/2014, the said Anusaya filed Tenancy Revision Application bearing No.TNC/THN/134/2014 and Tenancy Revision Application bearing No.TNC/THN/145/2014 before the Maharashtra Revenue Tribunal, Mumbai and the same are allowed on 23/03/2016 with a direction to record the name of the said Anusaya in other right column of the

said Nineteenth Property and by deleting the names of Respondents viz. Smt. Jayabai Yashwant Bhoir and Shri Yashwant Keshav Bhoir from the said property.

13. The said Anusaya thereafter, filed Tenancy Application u/s.32G of Bombay Tenancy & Agricultural Land Act, 1948 before the Hon'ble Tahasildar & ALT, Thane bearing NO.32G/Owale/41/2016. The Hon'ble Tahasildar & ALT, Thane vide its order dated 05/10/2017 allowed the said application and declared the said Anusaya as tenant of the said Nineteenth Property and fixed purchase price in respect thereof.

14. The said Anusaya paid the purchase price fixed by the Tahasildar & ALT, Thane in Tenancy Application bearing No.32G/Owale/41/2016 and accordingly 32-M Certificate bearing No. 22/2018 dated 06/02/2018 and accordingly name of the said Anusaya was recorded as owner of the said Nineteenth Property vide Mutation Entry No. 4482.

15. The By Order bearing No.TD/Te-6/KU/Thane/V.P./S.R.-6/2019 dated 02/08/2019 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said said Anusaya has been permitted to develop the said Nineteenth Property subject to the terms and conditions contained therein. A mutation entry No.4578 dated 21/09/2019 is recorded in respect thereof.

(T) a. By and under a Deed of Transfer of TDR dated 10/09/2009 (hereinafter referred to as 'THE SAID FIRST TDR DEED'), made between 1. Shri Ismail Abdul Karim Virani & 2. Smt Hamida Ismail Virani (hereinafter referred to as 'the said Viranis') therein referred to as the Transferors of the first part, M/S. SHREE ENTERPRISES (hereinafter referred to as 'the said firm') therein referred to as the Confirming Party of the second part and the said Promoter, therein referred to as the Transferees of the third part, the Transferors therein at the request of the Confirming Party therein sold FSI in the form of TDR to the extent of 2,100 sq. mtrs. equivalent to 22,604 sq. ft. ONLY and more particularly described under Third Schedule thereunder written and the same being described in the Nineteenth Schedule hereunder written from DRC No.111 under Folio No.TDR/9/Res./38/2008 dated 23/06/2009 (hereinafter referred to as 'the TDR under sale') at and for the consideration and upon the terms and conditions therein contained. The said First TDR Deed is registered with the Sub Registrar of Assurances at Thane under Sr.No.5239/09 on 14/09/09;

b. Pursuant to the said First TDR Deed, the said firm executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said FIRST TDR POA') in favour of the persons nominated by the said Promoter to enable them to do all the acts, deeds, matters and things contained therein. The said First TDR POA is registered with the Sub Registrar of Assurances at Thane under Sr.No.5240/09 on 14/09/09;

c. By and under another Deed of Transfer of TDR dated 05/10/2009 (hereinafter referred to as 'THE SAID SECOND TDR DEED'), made between the said Viranis therein referred to as the Transferors of the first part, the said firm therein referred to as the Confirming Party of the second part and the said Promoter, therein referred to as the Transferees of the third part, the Transferors therein at the request of the Confirming Party therein sold FSI in the form of TDR to the extent of 800 sq. mtrs. equivalent to 8611 sq. ft. ONLY and more particularly described under Third Schedule thereunder written and the same being described in the Twentieth Schedule hereunder written from DRC No.111 under Folio No.TDR/9/Res./38/2008 dated 23/06/2009 (hereinafter referred to as 'the TDR under sale') at and for the

consideration and upon the terms and conditions therein contained. The said Second TDR Deed is registered with the Sub Registrar of Assurances at Thane under Sr.No.5878/09 on 08/10/09;

d. Pursuant to the said Second TDR Deed, the said firm executed a Substituted Power of Attorney of even date (hereinafter referred to as 'the said Second TDR POA') in favour of the persons nominated by the said Promoter to enable them to do all the acts, deeds, matters and things contained therein. The said Second TDR POA is registered with the Sub Registrar of Assurances at Thane under Sr.No.5879/09 on 08/10/09;

(U) The said First Property to the said Nineteenth Property are hereinafter collectively referred to as "the said property";

(V) By a Declaration-Cum - Indemnity Bond dated 17/12/2013 (hereinafter referred to as 'the said Fourth Declaration'), the said Promoter have handed over area falling under 40 mtrs. wide D.P. Road admeasuring 9778.31, 30 mtrs. wide east side D.P. Road admeasuring 1350.09 mtrs. and 30 mtrs. wide west side D.P. Road admeasuring 1372.82 sq. mtrs. aggregating to 12501.22 sq. mtrs. out of the properties mentioned therein unto the Thane Municipal Corporation upon the terms and conditions therein mentioned. The said Fourth Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9161/2013.

(W) After the execution of the said Fourth Declaration and upon handing over the possession of area falling under the D.P. Road to the said Corporation, survey was carried out by TILR department and the actual area acquired by the Corporation for the aforesaid D.P. Road is 12500 sq. mtrs. instead of 12501.22 sq. mtrs. i.e. area admeasuring 70 sq. mtrs. out of the said Seventh Larger Property (more particularly described Secondly in Tenth Schedule hereunder written), area admeasuring 6210 sq. mtrs. out of said First Land (more particularly described Fourthly in Twelfth Schedule hereunder written); area admeasuring 880 sq, mtrs. out of the said Ninth Larger Property (more particularly described Secondly in Thirteenth Schedule hereunder written); area admeasuring 710 sq, mtrs. out of the said Tenth Larger Property (more particularly described Secondly in Fifteenth Schedule hereunder written); area admeasuring 20 sq, mtrs. out of the Eleventh Larger Property (more particularly described Secondly in Sixteenth Schedule hereunder written); area admeasuring 590 sq, mtrs. out of the said First Plot (more particularly described Thirdly in Seventeenth Schedule hereunder written); area admeasuring 3380 sq, mtrs. out of the said Second Plot (more particularly described Fourthly in Seventeenth Schedule hereunder written) and area admeasuring 640 sq, mtrs. out of the said Twelfth Larger Property (more particularly described Secondly in Eighteenth Schedule hereunder written) respectively as mentioned in the said Fourth Declaration and

i) the said Seventh Larger Property has been sub divided and the balance portion admeasuring 1830 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as a) Survey No.69, Hissa No.3/A2 (hereinafter referred to as 'the said Tenth Property which is more particularly described Thirdly in the Tenth Schedule hereunder written. Accordingly Hissa Form No. 12 has been recorded vide Mutation Entry No. 4288 in the revenue records and a separate 7/12 extracts has been prepared in respect of the said Seventh Larger Property. Upon perusal of the said Mutation Entry No.4288, it has been noticed that as per the records of akarband, there is an excess area of 110 sq. mtrs. recorded in respect of the said Seventh Larger Property and hence the Promoter are hereby entitled to get executed requisite documents from the respective Owner of the said

Tenth Larger Property as well as avail benefits in respect thereof from the concerned authority as deemed fit by the Promoter.

ii) the said Eighth Larger Property has been sub divided and the balance portion admeasuring 4460 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as a) New Survey No.78, Hissa No.1/A, admeasuring 2940 sq. mtrs., b) New Survey No.78, Hissa No.1/C, admeasuring 1280 sq. mtrs. and c) New Survey No.78 Hissa No.1/E admeasuring 240 sq.mtrs. after deducting therefrom, the said Third Portion admeasuring 1382.58 sq.mtrs. which is more particularly described Thirdly in the Eighth Schedule hereunder written as well the area retained by the said Deepak admeasuring 1630.16, the balance area i.e. 1447.26 sq.mtrs. is hereinafter referred to as 'the said Seventh Property' and which is more particularly described Fifthly in the Eighth Schedule hereunder written.

iii) the said Ninth Larger Property has been sub divided and the balance portion admeasuring 130 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as New Survey No.78, Hissa No.3/A/2, is hereinafter referred to as 'the said Thirteenth Property' and which is more particularly described Thirdly in the Thirteenth Schedule hereunder written.

iv) the said Tenth Larger Property has been sub divided and the balance portion admeasuring 1020 sq. mtrs. (upon deducting the actual portion handed over to the Corporation, has been renumbered as New Survey No.78, Hissa No.4/B, is hereinafter referred to as 'the said Fifteenth Property' and which is more particularly described Thirdly in the Fifteenth Schedule hereunder written. Accordingly Hissa Form No. 12 has been recorded vide Mutation Entry No. 4274 in the revenue records and a separate 7/12 extracts has been prepared in respect of the said Tenth Larger Property. Upon perusal of the said Mutation Entry No.4274, it has been noticed that as per the records of akarband, there is an excess area of 10 sq. mtrs. recorded in respect of the said Tenth Larger Property and hence the Promoter are hereby entitled to get executed requisite documents from the respective Owner of the said Tenth Larger Property as well as avail benefits in respect thereof from the concerned authority as deemed fit by the Promoter;

v) the said Eleventh Larger Property has been sub divided and the balance portion admeasuring 1020 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as New Survey No.78, Hissa No.3/B/2 is hereinafter referred to as 'the said Sixteenth Property' and which is more particularly described Thirdly in the Sixteenth Schedule hereunder written. Accordingly Hissa Form No. 12 has been recorded vide Mutation Entry No. 4288 in the revenue records and a separate 7/12 extracts has been prepared in respect of the said Eleventh Larger Property;

vi) the said Plot No.1 has been sub - divided and the balance portion admeasuring 1210 sq. mtrs. (upon deducting the actual portion handed over to the Corporation has been renumbered as New Survey No.75, Hissa No.2/A and New Survey No.75 Hissa Mo.2/C, (ii) the said Plot No.2 has been sub - divided and the balance portion admeasuring 7520 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as New Survey No.72, Hissa No.4/A admeasuring 4070 sq. mtrs., New Survey No.72, Hissa No.4/C admeasuring 450 sq. mtrs. & New Survey No.72, Hissa No.4/E admeasuring 3000 sq. mtrs. The balance area admeasuring 1210.sq.mtrs. out of the said Plot No.1 and the balance area admeasuring 5066.20 sq. mtrs. (upon deducting 2456.80 sq. mtrs. being the plot assigned to said Sai-Pushpa from 7520 sq.mtrs.) out of the said Plot No.2 are hereinafter collectively referred to as 'the said Seventeenth Property' and which is more particularly described Fifthly in the Seventeenth Schedule hereunder written. Accordingly Hissa Form No. 12 has been recorded vide Mutation Entry No.4276 in the revenue records and a separate 7/12 extracts has been prepared in respect of the said Seventh Larger Property. Upon perusal of the said Mutation Entry No.4276, it has been noticed that as per the records of akarband, there is an excess area of 20 sq.

mtrs. recorded in respect of the said Plot No.1 and hence the Promoter are hereby entitled to get executed requisite documents from the respective Owner of the said Plot No.1 as well as avail benefits in respect thereof from the concerned authority as deemed fit by the the Promoter;

vii) the said Twelfth Larger Property has been sub divided and the balance portion admeasuring 1410 sq. mtrs. (upon deducting the actual portion handed over to the Corporation), has been renumbered as New Survey No.75, Hissa No.1/B is hereinafter referred to as 'the said Eighteen Property' and which is more particularly described Thirdly in the Eighteenth Schedule hereunder written.

(X) By and under Constructed 30 mtrs. wide D.P. Road Agreement dated 06/05/2016 (hereinafter referred to as "the road construction agreement No.1") made and executed between the said Corporation through its Assistant Director Shri Pradip L. Gohil therein referred to as the Party of the First Part and the said Promoters therein referred to as the Developers/Party of the Second Part of the other part, the Party of the First Part has agreed to assign to the Party of the Second Part and the Party of the Second Part therein have agreed to acquire the right from the Party of the First Part to construct the area falling under 30 mtrs. D.P. Road alongwith the infrastructure related to the road on the area admeasuring 7093.46 sq.mtrs. out of the properties mentioned therein at and for consideration and upon the terms and conditions therein contained. The Road Construction Agreement No.1 is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.5320/2016;

(Y) By and under Constructed 40 mtrs. wide D.P. Road Agreement dated 06/05/2016 r/w Deed of Rectification dated 21/05/2024 (hereinafter collectively referred to as "the road construction agreement No.2") made and executed between the said Corporation through its Assistant Director Shri Pradip L. Gohil therein referred to as the Party of the First Part of the one part and the said Promoter therein referred to as the Developers/Party of the Second Part of the other part, the Party of the First Part has agreed to assign to the Party of the Second Part and the Party of the Second Part therein have agreed to acquire the right from the Party of the First Part to construct the area falling under 40 mtrs. D.P. Road alongwith the infrastructure related to the road on the area admeasuring 11626 sq.mtrs. out of the properties mentioned therein at and for consideration and upon the terms and conditions therein contained. The Road Construction Agreement No.2 is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.5318/2016 & Sr.No.TNN1-3760/2024 respectively;

(Z) In consideration of you constructing 30 mtrs. and 40 mtrs, road as mentioned hereinabove, the said Corporation shall grant to the Promoters beneficial FSI in the form of DRC/TDR to be used and utilized on the said property.

AND WHEREAS the Promoters are developing the said Property under project viz. "VIHANG VALLEY" (hereinafter referred to as "**the said Project**") which is shown on the layout plan annexed hereto and marked as **Annexure "B"** by exploiting the optimum development potential of the said Property, as may be permissible under the applicable provisions of law, as may be amended from time to time.

AND WHEREAS the Promoters have availed Project Specific Term Loan of Rs.21,75,00,000/- (Rupees Twenty One Crores Seventy Five Lakhs Only) from State Bank of India (SBI) (hereinafter referred to as "the said bank") for construction of building No.D2 to be known as EVANA upon the terms and conditions contained in the Sanction Letter dated 30/08/2023 of the said Bank. In pursuance of the said Sanction Letter and as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the

Promoters being Borrowers, have executed Deed of Mortgage (Registered Mortgage) dated 01/09/2023 (hereinafter referred to as 'the said Mortgage Deed') in favour the said bank and have created mortgage in respect of the property bearing Survey Nos.77/2, 77/3, 78/3A and 78/4 totally admeasuring 2774.33 sq. mtrs., out of the said Property more particularly described in the Schedule-I therein mentioned alongwith unsold units in the building No.D2 to be known as EVANA more particularly described in Annexure "B" therein attached. The said Deed of Mortgage is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.TNN-9-15974/2023;

AND WHEREAS the Promoters upon obtaining various sanctions and permissions from the said Corporation have commenced and completed the construction of 9 building i.e. A-1, A-2, A-3, A-4, B-1, B-2, C-1, C-2, C-3 for Stilt + 7 upper floors and 10th building i.e. C-4 for Stilt + 1 + 6 (part) i.e. Phase I, 6 buildings i.e. Type V1 to V6 comprising of Stilt + 16 upper floors i.e. Phase II and building Type H1 to H4 comprising of Ground (Part) + Stilt (Part) + Part Podium + 1st to 20 upper floors and in respect thereof the said Corporation has issued three separate Occupation Certificates. The Promoters have further obtained amended sanction and are entitled to construct **building No.7 Wing-D1** comprising of Ground (Part) + Stilt (Part) + 1st Podium Part + 1st to 21st upper floors, **Wing-D2 & D3** comprising of 2 Level Basement + Ground (part) + Stilt (Part) + 2 Level Podium Part + 1st to 41st Floor (Recreational Floor) and **Wing D4** comprising of 2 Level Basement + Ground (part) + Stilt (Part) + 2 Level Podium Part floor and Fitness Centre comprising of Ground + 2 Floors by utilising the benefit of UDCPR which has been sanctioned by the State Government under Sec.37(1AA) (c) and Sec.20(4) of the Maharashtra Regional and Town Planning Act, 1966 vide Notification No.TPS-1818/CR-236/18/DP & RP/Sec.37(1AA)(c) & Sec.20(4)/UD-13, dated 02/12/2020. The copies of sanctions and permissions are annexed hereto and marked as Annexure C1 to C17.

AND WHEREAS thereafter the Promoters on behalf of the respective owners of the said properties submitted amended plan to the Corporation and the said Corporation has sanctioned the plan in respect of the said properties and have issued Amended Permission/Commencement Certificate bearing No. V.P. No. S06/0315/18 (2008/37) TMCB/TDD/0012/(P/C)/2025/AUTODCR dated 23/04/2025 upon the terms and conditions therein contained. As per the sanctioned plan, the Promoters are entitled to construct the building No.7 Wing D3 & D4 comprising of **2 level basement + Ground (part) + stilt (part) + 2 level podium (part) + 1<sup>ST</sup> TO 40<sup>TH</sup> + 41<sup>ST</sup> Floor (Recreational floor)**. A copy of the Amended Permission/Commencement Certificate is annexed hereto as **Annexure "C-18"**;

AND WHEREAS the subject matter of this Agreement is building No.7 Wing "D4" to be known as "ELYSIA" (hereinafter referred to as "the said building") more particularly shown by red colour boundry line on the layout plan annexed hereto and marked as **Annexure "B"**. The **authenticated copy** of the plan of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure B-2**.

AND WHEREAS the Promoters hereby represent that, the Promoters have registered the said Building shall be known as “**ELYSIA**” under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority at Mumbai under No. \_\_\_\_\_ dated \_\_\_\_\_. A copy whereof is annexed hereto and marked as **Annexure "E"**.

AND WHEREAS the Allottee being desirous of acquiring a Flat/Office/Shop in the said Buildings, vide an Application dated \_\_\_\_\_, has applied to the Promoters to allot a Flat bearing No. \_\_\_\_\_, in Building No. \_\_\_\_ (hereinafter referred to as “Apartment”) and more particularly described in the **Schedule ‘A’** hereunder written. The Promoters accordingly, have reserved/agreed to allot the said Apartment free from all encumbrances with a clear and marketable title, at or for the consideration more particularly described in the Schedule hereunder written and subject to the terms and conditions hereinafter appearing. A copy of the sanctioned floor plan of the Apartment is annexed hereto as "**Annexure-B3**".

AND WHEREAS the Allottee hereby enters into these presents with a clear understanding that the date of possession of the said project shall be 31/12/2031 and for which the Allottee has no objection of whatsoever nature nor shall raise the same in future.

AND WHEREAS for the purpose of constructing the said Building, the Promoters have appointed M/s. Saakaar as Liaison Consultant & Design Architects, and Epicon Consultants Pvt. Ltd., as Structural Consultants. The Promoters have entered into Standard Agreement with the Architect and the same is as per the Agreement prescribed by the council of Architects. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the aforementioned agreements/deeds and the Power of Attorney/Substituted Power of Attorney, the Promoters have sole and exclusive right to sell the premises in the said building to be constructed by the Promoters on the part portion of the said property and to enter into Agreement/s with the Allottee(s) of the premises to receive the sale consideration in respect thereof.

AND WHEREAS an Authenticated copy of Title Certificate dated 07/04/2025 issued by Advocate A. D. Rathod, relating to the said Property, is annexed hereto and marked as **Annexure “A”** and authenticated copies of the 7/12 extract of the said Property are annexed hereto and marked as **Annexure “A1”**.

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

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

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

AND WHEREAS the carpet area of the said Apartment under RERA is \_\_\_\_ square meter and Exclusive Areas of the said Apartment/Flat is \_\_\_\_ square meters aggregating to \_\_\_\_ square meters (“**Total Area**”). For the purposes of this Agreement (i) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment, (ii) “**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Purchaser/s, (iii) All walls which are constructed or provided on an external face of an apartment shall be regarded as “external wall” and (iv) All walls or independent columns constructed or provided within an apartment shall be regarded as “internal partition wall”.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. \_\_\_\_\_** /-(Rupees \_\_\_\_\_ **Only**) only, being part payment of the **sale consideration** of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the **sale consideration** in the manner set out in **Schedule ‘1’** annexed hereto.

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

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the

Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment from the Promoters.

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

AND WHEREAS the Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.

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

1. The recitals hereinabove are hereby incorporated in and made a part of this Agreement as fully as if it is set forth in verbatim herein.

2. **TITLE :**

i. The Allottee hereby agrees and confirms that prior to the execution hereto the Allottee has taken an inspection of all the relevant documents.

ii. The Allottee also declares that he/she/they have read and understood all the documents, agreements, sanctions, approvals, NOC's, terms and conditions and all other information/conditions relating to the said property including consideration of the units and price & payment schedules.

iii. The Allottee has/have demanded from the Promoters and the Promoters have given to the Allottee, inspection of all the documents of title to the said Property and the plans, designs, specifications prepared by the Promoters' Architects and approved/sanctioned by the TMC and the plans submitted to the TMC and all such and other documents pertaining to the said Project as amended upto date as are specified under the (Real Estate Regulation and Development Act, 2016) hereinafter referred to as the said Act and the Allottee is/are fully satisfied with the right and authority of the Developer to develop the said Property and during such process to allot on ownership basis various premises in the said Building that would be constructed on the said Property.

iv. The Allottee agrees and confirms that he/she/they has/have entered into this Agreement out of his own free will and without any force or coercion whatsoever.

v. The Allottee has entered into this Agreement fully understanding his duties and liabilities.

**3. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY**

- i. As per the sanctioned plan, the Promoters are entitled to construct the said building **No.7 Wing “D4” to be known as “ELISIA”** comprising of comprising of **2 level basement + Ground (part) + stilt (part) + 2 level podium (part) + 1<sup>ST</sup> TO 40<sup>TH</sup> + 41<sup>ST</sup> Floor (Recreational floor)** on the part portion of the said property more particularly described in the First to Nineteenth Schedule described hereinbelow which are within the jurisdiction of Thane Municipal Corporation and in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been duly verified by the Allottee.

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

- ii. The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building
- iii. The Promoters have informed and the Allottee is aware that while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said entire Property and undertaking the said Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- iv. The Allottee agrees, consents and understands that, the Promoters may make minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the architect subject to approval of the concerned authorities and or as may be required by any government authority.
- v. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the building plans from time to time.
- vi. The Allottees agrees to provide separate consent to any other alterations or additions (lifts, number of floors etc.) in the sanctioned

plans, layout plans and specifications of the said Buildings or the common areas within the said Project provided such change does not affect the Apartment of the Allottee or causes a reduction in carpet area more than 5 percent. Only in case the Apartment of the Allottee is affected, than the Promoter shall have to obtain prior consent in writing of the Allottee in respect of such variations or modifications.

- vii. The Parties agree and confirm that the Promoters may make amendments to the plans or layouts of the said Building or the project Vihang Valley as required by them or by the competent government bodies. This may include but not be limited to any change wherein the Promoters if permitted shall transfer the construction permissible on the said entire Property to another or transferring on the said entire Property construction permissible on another property at any time prior to the conveyance of the said Entire Property to the Federation.
- viii. The Promoters intend to acquire the adjoining properties in the nearby vicinity to the said entire property and amalgamate the same in the same layout with the said entire property (hereinafter referred to as “the said adjoining property”).
- ix. The Promoters are entitled to amend the layout plan in respect of the said entire property by amalgamating the said adjoining property by availing, utilizing and consuming the FSI permissible under the Unified DCR in respect of the said entire property by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoters have specifically informed and represented that the Promoters shall, upon acquisition of the Adjoining Properties as well as utilization of the beneficial FSI/TDR, if any, in the manner state hereinabove, the Promoters shall be entitled to consume and utilize additional FSI/TDR that shall be available on the said Adjoining Properties enabling them to construct additional structure/s and/or additional floors upon the buildings constructed upon the said entire property and the Allottee hereby confirms and agrees that it shall not raise any objection with respect to the alterations carried out by the Promoters, gives his/her/their irrevocable consent to the Promoters to carry out the same (in prescribed format of Maharera).
- x. The Promoters have informed the Allottee and the Allottee hereby confirms and acknowledges that the Project Property is being developed by the Promoters in a segment-wise / phase-wise manner to be determined by the Promoter in their absolute discretion from time to time.

- xi. The Allottee further acknowledges and confirms that the Promoters may, at any time, vary/modify the Layout plan in such manner as the Promoters may deem fit, in their sole discretion. Subject however to the sanction/ approval of the concerned authorities.

#### 4. CONSIDERATION

i. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee an Apartment bearing No.\_\_\_\_ on \_\_\_\_ floor of Building No.7 Wing “D4” (hereinafter referred to as ‘the said building’) in the project to be known as “ELYSIA” of Vihang Valley, having carpet area admeasuring \_\_\_\_\_ sq. metres equivalentto \_\_\_\_\_ sq.ft. plus \_\_\_\_ sq.mtrs. Exclusive Area equivalent to \_\_\_\_\_ sq.ft. (“**Total Area**”) (hereinafter referred to as "the said Apartment") as shown on the Floor plan thereof hereto annexed and marked **Annexure ‘B3’** at \_\_\_\_\_ and for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which includes proportionate price of the common areas and facilities appurtenant to the premises alongwith one car parking space) the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure “B4” annexed herewith.

ii. For the purposes of this Agreement:

(1) "**Carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment,

(2)“**Exclusive Areas**” means exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment/ Flat for exclusive use of the Allottee/s,

(3) All walls which are constructed or provided on an external face of an apartment shall be regarded as “external wall” and

(4) All walls or independent columns constructed or provided within an apartment shall be regarded as “internal partition wall”.

(iii) TheAllottee has opted for one car parking space bearing No.\_\_\_\_ admeasuring \_\_\_\_ sq.ft. having \_\_\_\_\_ ft Length X \_\_\_\_\_ ft Breath X \_\_\_\_\_ ft. vertical clearance, at \_\_\_\_\_ Level and has agreed to pay the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in respect thereof at the time of obtaining possession of the said flat from the Promoter.

iv. The Allottee shall pay the total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** to the Promoter as set out in herewith the Schedule of Payment attached and annexed as **Schedule “1”**. However, the Promoter has represented to the Allottees that, the schedule of payment attached herewith is formatted taking into consideration the present sanction and the same shall be changed/revised in the eventuality of obtaining sanction to higher floors as and when obtained, which the Promoter shall obtain from time to time and for which the Promoters shall obtain consent of the Allottee provided such change/revision adversely affects the said Apartment of the Allottee. The total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment.

v. Prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner as set out in the Schedule of Payment Schedule of Payment attached herewith and annexed as **Annexure “1”** or revision thereof from time to time. The said consideration shall be deposited in RERA Designated Collection Bank Account no. \_\_\_\_\_ in the name of “\_\_\_\_\_” in the \_\_\_\_\_ Bank, having IFSC Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoters have opened in the same bank, RERA Designated Separate Bank Account no. \_\_\_\_\_ and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ respectively.

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

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

viii. It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be refunded to Allottee once the discrepancy is rectified within

aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoters.

ix. The flat consideration along with the parking charges mentioned hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to GST, cess etc. or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoters up to the date of handing over the possession of the said Apartment. The said taxes shall be paid by the Allottee immediately on demand.

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

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

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

xiii. The Allottee shall make all payments of the Sale Price / Total Consideration due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT drawn in favour of RERA Designated Collection Bank Account no. \_\_\_\_\_ in the name of “\_\_\_\_\_” in the \_\_\_\_\_ Bank, to be deposited in the designated account for the said Project. In case of any financing

arrangement entered into by the Allottee with any financial institution with respect to the purchase of the said Apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale price, and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards sale price due and payable to the Promoter through an account pay order/demand draft drawn in favour of RERA Designated Collection Bank Account no. \_\_\_\_\_ in the name of “\_\_\_\_\_” in the HDFC Bank. In the event of any change in the Promoter’s account in which the payments are to be made the Promoter shall inform the same in writing to the Allottee. Failure to pay the amounts in the Promoter’s account shall be construed as a breach on the part of the Allottee;

xiv. The Allottee agrees and confirms that the payment of installments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Allottee agrees that the time for payment is the essence of the contract. A written intimation forwarded by the Promoters to the Allottee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed;

xv. In case the Allottee fails to pay the sale price and also such other charges/amounts/taxes payable in terms hereof, then without prejudice to the rights as may be available with the Promoters, the Allottee agrees to pay to the Promoters, interest as specified in the Rules, on all the delayed payment which becomes due and payable by the Allottee to the Promoters under terms of this Agreement from the date the said amount becomes payable by the Allottee to the Promoters.

xvi. Without prejudice to the rights of the Promoters to charge interest in terms of clause xv above, the Allottee committing a default in payment on the due date payable on any amount payable by the Allottee to the Promoters under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing a default in payment of the installments/ amounts payable thrice, the Promoter shall at their own option be entitled to terminate the said Agreement ;

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment

and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

xvii. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

xviii. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, on account of construction or design tolerance Subject to a variation cap of three percent. **The carpet area is calculated assuming unfinished surfaces and any finishes may reduce the physical area accordingly.** The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

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

## **5. POSSESSION :**

**i. Subject to the Allottee not being in breach of any terms of the said Agreement and on clearing all their dues and amounts payable hereunder shall be eligible to receive possession of the Apartment.**

ii. The Promoter shall give possession of the Apartment to the Allottee on 31/12/2031 being the project completion date declared by the Promoter in the RERA Registration Certificate or any such date as may be extended by RERA (Possession Date). If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in

the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) **war, floods, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God ;**
- (ii) **Upon the registration \_\_\_\_\_ number in form "C". The period for which registration shall be valid shall exclude such period where actual work could not be carried by the Promoter as per the sanctioned plan due to specific stay or injunction orders relating to the real estate project from any court of Law, or Tribunal, competent authority, statutory authority, high power committee etc.**

iii. The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3 (month) months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee.

iv. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

v. Upon receiving a written intimation from the Promoters as stated herein, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee.

vi. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be from the date of receipt of the letter offering possession to the Allottee.

vii. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession on the date of expiry of the notice period for possession and that date shall be deemed to be the "Date of Possession" and in such case all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said date of Possession and the Allottee shall continue to be liable to pay maintenance charges as applicable.

viii. In case the Allottee fails to or neglects to take possession of the apartment than the Allottee shall be liable to pay a demurrage charge of Rs.5/- per square foot of Carpet area per month over and above the

**maintenance charges in respect of the said Apartment from the expiry of the aforementioned two months.**

ix. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined.

x. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards maintenance only and apart from the maintenance the Allottee shall be liable to pay property tax in respect of the said Apartment as levied by the Corporation from the date of taking possession of the said Apartment. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

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

a. **Rs. \_\_\_/-** for share money, application entrance fee of the Society or Limited Company.

b. **Rs. \_\_\_\_\_/-** towards 24 months advance provisional contribution towards outgoings of Society or Limited Company + GST at applicable rates for such advance maintenance deposit.

c. The Allottee shall also pay to the Promoters a sum of Rs. \_\_\_\_\_/- alongwith the applicable taxes thereon towards one time Fitness Centre and amenity charges at the time of making payment of the final installment and simultaneously with receipt of possession of the Apartment. The said amount is not refundable and no accounts or statement will be required to be given by the Promoters to the Allottee in respect of the aforesaid amount deposited by the Allottee with the Promoters.

d. Rs. \_\_\_\_\_/- towards infrastructure & development charges (i.e. Deposit towards water connection, electric meter deposit, gas pipeline and other utility and services connection charges, electrical receiving and sub-station provided in layout, advance property tax, meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law/Advocates of the Promoter in connection with formation of the society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

e. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## 6. DEFECT LIABILITY

If within a period of 5 (five) years from the date of handing over possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment, or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. The aforesaid warranty given by the Promoters is applicable only if after occupying the said Apartment, the Allottee shall maintain the said Apartment in the same condition as it was handed over to him by the Promoters and in case the Allottee makes any changes like shifting of the walls, doors, windows and grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society Further, in the following cases where the Allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Allottee loads heavy luggage in the lift, (iii) damage any portion of the neighbour's Apartment or common area by drilling or hammering etc. the Allottee shall not be entitled to invoke the aforesaid warranty given by the Promoters. After

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

## 7. TERMINATION

The Agreement is not terminable under any circumstances save and except as detailed below;

- i. The Promoter shall be liable to Terminate this Agreement on the following grounds;
- ii. In case the Allottee fails to pay the sale price and also such other charges/amounts/taxes payable in terms hereof, then without prejudice to the rights as may be available with the Promoter, the Allottee agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payment which becomes due and payable by the Allottee to the Promoters under terms of this Agreement from the date the said amount becomes payable by the Allottee to the Promoter.
- iii. Without prejudice to the rights of the Promoter to charge interest in terms of clause ii above, the Allottee committing a default in payment on the due date payable on any amount payable by the Allottee to the Promoter under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three default in payment of the instalments, the Promoter shall at their own option be entitled to terminate the said Agreement ;
- iv. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

- v. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

- vi. In the event the Allottee does or agrees to or causes to be done any act, deed or thing, communicate, behave inappropriately in a manner that would be detrimental to, affect, defame or prejudice the said Building, said Project, the Promoter or any of its representatives then the Promoter shall without prejudice to any other remedies available to them in law, the Promoter shall at their own option be entitled to terminate the said Agreement.
- vii. Upon the Promoter terminating this Agreement, the Allottee shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever against the said Apartment or any part thereof and/or against the Promoter and the Promoters shall be entitled to deal with and dispose off the said Apartment to any other person/s as it deems fit without any further act or consent of the Allottee.
- viii. Any profit and all other advantages and benefits arising from the sale of the said Apartment to a new Allottee shall be to the sole and exclusive credit of the Promoter and the Promoters shall be entitled to the said profits and all other advantages and benefits in respect thereof.
- ix. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoter without any interest on the amount so refundable within a period of 12 months from the date of the termination.
- x. The Allottee agrees that dispatch of the said refund cheque by the Promoter to the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents irrespective of whether or not the Allottee accepts /en-cashes the cheque/s, will amount to the refund of sale price as aforesaid;

## **8. LOANS**

- i. Save and except the said Apartment, the Allottee hereby grants consent to the Promoter to avail Credit facility/Term Loan and to create mortgage in respect of the said property and all the units constructed and/or to be constructed in the said building as a security for the repayment of the said amount alongwith interest and other monies that may become due and payable in respect of such Credit facility/Term Loan.
- ii. The Allottee agrees and understands that any loan or financial assistance availed by them in connection with said Apartment shall at all times remain the sole responsibility of the Allottee.
- iii. The Allottee further agrees that the Promoter shall not in any way be liable or responsible towards the repayment of the loan/financial assistance availed by the Allottee.
- iv. The Allottee expressly agrees that so long as the Total Consideration payable to the Promoter and the Loan availed from the financial institution remains unpaid the Allottee shall not be permitted to sell or transfer any rights in respect of the said Apartment without prior written approval of both the Promoter and also the Financial Institution.
- v. The Allottee shall indemnify and keep indemnified the Promoter and their nominees and/or assigns from and against all claims, charges, damages, losses

etc. that the Promoter and their nominees and/or assign may face due to any action initiated by the Financial Institution to recover the said Loan availed by the Allottee on account of any breach committed by the Allottee of the terms governing the Loan.

## **9. APPOINTMENT OF FACILITY MANAGEMENT COMPANY**

i. Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person (“project management agency”) for a period of 60 months commencing from the date on which the last unit in the said building was sold by the Promoters to manage, upkeep and maintain the Building together with other Building(s) and the Project Property, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoters may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. On expiry of the 60 months, the Common Organisation or the Federation may reappoint the Facility management Company or appoint another company.

ii. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building(s) (including the Allottee’s proportionate share of the outgoings as provided under Clause above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies.

iii. It is further expressly understood that the Promoters shall not in any manner be accountable, liable or responsible to any person including the Allottee and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building(s) and/or common areas, amenities and facilities thereto. In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee’s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.

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

against the Promoters/Facility Management Company and other Allottees of premises in this regard.

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

- a. The Promoters reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users of apartment(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of apartment(s) / flat(s) /premises/units in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/ condominium/limited company/Apex Body.
- b. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer / assignment / declaration /deeds of Apartment to be executed in respect of the sale/transfer of apartment(s)/premises/units in the Building(s) to be constructed on the Project Property. The Allottee hereby expressly consents to the same.

## **10. PARKING**

- i. The Allottee has opted for one car parking space bearing No. \_\_\_ admeasuring \_\_\_ sq.ft. having \_\_\_ ft Length X \_\_\_ ft Breath X \_\_\_ ft. vertical clearance, at \_\_\_\_\_ Level and has agreed to pay the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in respect thereof at the time of obtaining possession of the said flat from the Promoter.
- ii. The Allottee understands the parking space requested by the Allottee shall only be confirmed on receipt of payment.
- iii. The Allottee hereby confirms that, the Promoters have right to

shift the parking space as they deem, fit and proper in the layout in order to provide maximum number of parking space to their Allottee and for which he hereby gives his consent for the same and shall not raise any objection of whatsoever nature, if the Promoters re-locate the parking space.

## **11. FORMATION OF AN ORGANISATION AND EXECUTION OF CONVEYANCE -**

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

ii. Where the Project consists of more than one building the Promoter shall form separate Common Organizations in respect of each building. The Promoter shall form a Federation consisting of all such Common Organizations after the Occupancy Certificate has been received for all the buildings which form a part of the said Project. As hereinabove mention the Promoter is in the process of acquiring and amalgamating adjoining properties in the vicinity of the said entire layout as mentioned hereinabove. The Allottee understands that the Promoters shall construct additional building/s on acquiring the adjoining properties and that the Promoter shall form the final Federation (Ultimate Organisation) after the Occupancy Certificate has been received for all the buildings which form a part of the said Project.

iii. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. The Allottee agrees and confirms that the Promoter shall still have the following rights 1) to dispose of any unsold units and receive the entire consideration amount and dues for the same; 2) to consume the entire balance FSI, TDR and any future additional increase in FSI and TDR due to change in the policies or law of any authority on the said entire Property; 3) to use all internal roads and all amenities and services for any such future or ongoing developments or otherwise.

iv. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed subject to and excluding the building conveyance and also subject to the right of the Promoter to 1) to dispose of any unsold units and received the entire consideration amount and dues for the same; 2) to consume the entire balance FSI, TDR and any future additional increase in FSI and TDR due to change in the policies or law of any authority on the said entire Property 3) to use all internal roads and all amenities and services for any such future or ongoing developments or otherwise.

v. The Allottee herein agree and confirm that the number of the said Building is “7” & Wing “D4” and shall be known as “ELYSIA” and this name shall not be changed;

vi. The Promoters shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation what soever to the said Organisation for the sale/allotment or transfer of the unsold premises etc including giving the premises on lease, leave and license and /or otherwise in the said Building or the said entire Property even after the conveyance/lease is executed in favour of the said Organisation;

vii. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottee’s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said entire property, the Allottee shall pay to the Promoters, the Allottee’s share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation;

## **12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

i. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project; The promoter hereby confirms that, as per all the aforementioned agreements executed by all the landlords in favour of the said sarnaik, no kind consideration /revenue share has been agreed to be provided to the Landlords hence they are not required to be co-promoters for this project with maharera.

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

iii. The Promoters have availed Project Specific Term Loan of Rs.21,75,00,000/- (Rupees Twenty One Crores Seventy Five Lakhs Only) from State Bank of India (SBI) (hereinafter referred to as "the said bank") for construction of building No.D2 to be known as EVANA upon the terms and conditions contained in the Sanction Letter dated 30/08/2023 of the said Bank. In pursuance of the said Sanction Letter and as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Bank, the Promoters being Borrowers, have executed Deed of Mortgage (Registered Mortgage) dated 01/09/2023 (hereinafter referred to as 'the said Mortgage Deed') in favour of the said bank and have created mortgage in respect of the property bearing Survey Nos.77/2, 77/3, 78/3A and 78/4 totally admeasuring 2774.33 sq. mtrs. out of the said Entire Property more particularly described in the Schedule-I therein mentioned alongwith unsold units in the building No.D2 to be known as EVANA more particularly described in Annexure "B" therein attached. The said Deed of Mortgage is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.TNN-9-15974/2023;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. The Promoters hereby declares that out of the total sanctioned FSI for the said entire property, the Promoters have presently utilised the FSI admeasuring 10532.72 sq.mtrs. for construction of Wing-D1 comprising of Ground (Part)/Stilt

(Part) + 1 Podium (Part) + 1<sup>st</sup> to 21<sup>st</sup> floors, area admeasuring 21726.48 sq.mtrs. for construction of building No. D2 and area admeasuring 24048.20 sq.mtrs. for construction of building No.D3 comprising of 2 Level Basement + Ground (Part) + Stilt (Part) + 2 Level Podium (Part) + 1<sup>st</sup> to 41st Floors (Recreational Floor), area admeasuring 22461.12 sq.mtrs. for construction of Wing D4 comprising of 2 level basement + Ground (part) + stilt (part) + 2 level podium (part) + 1<sup>ST</sup> TO 40<sup>TH</sup> + 41<sup>ST</sup> Floor (Recreational floor) and area admeasuring 1772.87 sq.mtrs. for construction of Fitness Centre and further Promoters shall further revise the present sanction plan and use the FSI permissible under the Unified DCR in respect of the said entire property by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project and intend to construct additional floor on the building/s that may be permissible under the D. C. Rules and for which the Allottee hereby have granted his consent for the same.

x. The Promoter shall be at liberty and be entitled to amend the lay-out plan and the scheme of development of the said property, the building(s) plans, other approvals for, including but not limited to utilising and consuming any FSI/ TDR/ development potential (by whatever name called) under the Unified DCR and that may become available on account of and/or pursuant to change in the prevailing law and/or Development Control Regulations and/or policy; and or Scheme of TDR and/or any other scheme as may be permissible by the concerned authorities for construction on the said Property by amalgamating the said adjoining properties by constructing additional buildings and/or premises on the said property and he adjoining properties as per the Plans thereof which shall be approved from time to time (hereinafter referred to as **“the Proposed Plans”**). The Allottee shall not have any objection to the aforesaid and the Allottee does hereby grant consent to the Promoter to carry out the amendments, alterations and modifications in the layout plan and to carry out all the necessary acts, deeds, matters and things.

xi. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

xii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xiv. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

### 13. SPECIFICATION, FACILITY & AMENITIES –

i. It is expressly agreed that the said Apartment contain specifications, fixtures, fittings and amenities as set out at in the **Annexure “B4”** annexed herewith and the Allottee hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixture in the said Apartment The Promoter shall be entitled to alter/change such specifications as may be permitted at any time here after;

ii. It is agreed that the said Apartment shall be of R.C.C. structure with normal brick with plaster only. It is agreed that the said Building may contain common, fixtures, fittings and/or amenities as specified hereunder written.

iii. The Allottee shall also be entitle to use the common amenities and facilities in the said project are more particularly described in Schedule annexed hereto and marked as Annexure “B5”.

### 14. ALLOTTEE’S OBLIGATIONS

i. The Allottee shall use the said Apartment only for the purpose for which the same has been allotted. The Allottee shall use the car parking space/s, if allotted, only for the purpose of keeping or parking of the Allottee's own vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this Agreement voidable at the option of the Promoters and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

ii. The Allottee shall make timely payment of the sale price / total considering and instalments mentioned herein along with all the other amounts as mentioned herein in the Agreement.

iii. The Allottee by himself/herself/themselves with intention to bind all persons into whose hands the said Apartment may hereinafter come, even after said Building is conveyed/leased in favour of the said Organization, is executed, hereby covenant/s with the Promoters as follows:

iv. Not to do or suffer to be done anything in or to the said Building and/or said Property or part thereof, said Apartment, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the said Building or to the said Apartment or any part thereof and shall maintain the said Apartment at the Allottee’s own cost in good repair and condition from the Date of Possession on which the Allottee is permitted to use the said Apartment. In the event of the Allottee committing any act in contravention of the above provision,

the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities;

v. Not to store anything in the refuge floor nor store any goods in the said Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs;

vi. Not to change the user of the said Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas;

vii. To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

viii. Not to demolish or cause to be demolished the said Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof and keep the portion, sewers, drains, pipes in the said Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building;

ix. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Apartment, within the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parrises or other structural members in the said Apartment without the prior written permission of the Promoters/ concerned authorities/ said Organization as the case may be, nor do / cause to do

any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said Property;

x. Not to affix any fixtures or grills on the exterior of the Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee from the Promoters and the Allottee undertakes to not fix any grill having a design other than the standard design approved by the Promoters;

xi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;

xii. Not to delay / default in payment of the amounts to be paid to the Promoters in accordance with the terms of this Agreement and pay the same within fifteen days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government, for giving water, or any electric supply company for giving electricity or any other service connection to the said Building;

xiii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold;

xiv. Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;

xv. Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, on care taker, paying guest or tenancy basis or induct any person/s into or part with the said Apartment without the prior written consent of the Promoters. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoters. It has been clarified that such consent shall not be required by the Allottee, if the Allottee has performed and observed all the terms and conditions of this Agreement and has made payment of the entire total consideration for the said Apartment as well as the charges in respect of the parking space;

xvi. Shall not do or permit or suffer to be done anything in or upon the said Apartment or any part of the said Building which is or may, or which in the opinion of the Promoters is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided

always that the Promoters shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee shall not hold the Promoters so liable;

xvii. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, refuge areas, corridors and passage ways in and of the said Building. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Apartment and/or the said Building nor litter or permit any littering in the common areas in or around the said Apartment and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Apartment and/or the said Building to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities;

xviii. Shall never in any manner permanently enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment and keep the same unenclosed at all time. The Promoters shall have the right to inspect the said Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state;

xix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

xx. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof;

xxi. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof;

xxii. Breach of any of the conditions stated herein shall cause this Agreement, to ipso facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoters may have against the Allottee either under this Agreement or otherwise, the Promoters shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions after giving a notice of **Twenty days (20) days** to rectify the breach failing the consequences of termination shall follow as provided under this Agreement;

xxiii. In addition to the aforesaid conditions, the Allottee further binds himself/herself/themselves in respect of the said Apartment and covenants as under;

xxiv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment into the compound or the refuge floor or any portion of the said Property and the said Building. If the Allottee or members of his/her family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately rectify any damage caused and default committed immediately at his/her own cost;

xxv. Shall not at any time cause or permit any public or private nuisance or use the loud speaker etc. in or upon the said Apartment, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters.

xxvi. Shall not do either by himself/itself or any person claiming through the Allottee anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;

xxvii. Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building;

xxviii. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff or any other thing whatsoever save and except the name of the Allottee

in such places only as shall have been previously approved in writing by the Promoters in accordance with such manner, position and standard design laid down by the Promoters;

xxix. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots (if opted) only as may be prescribed by the Promoters.

xxx. The Allottee hereby confirm that he/she/they shall use the car parking space only (if opted) for purpose of parking their own vehicles.

xxxi. To pay to the Promoters/concerned authorities within 7 (seven) days of demand by the Promoters its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.

xxxii. To clear and pay increase in Taxes, development charges, water charges insurances and such other fees, levies, if any, which are imposed by any Authority on account of change of use to the Apartment by the Allottee viz. user for any purposes other than for residential or otherwise.

xxxiii. The Allottee shall not sell, lease, let, sub-let, transfer, assign or part with Allottee's interest or benefit under this Agreement or part with the possession of the Apartment till such time that the OC is received and all the amounts payable by the Allottee are paid in full and the Allottee is not in breach of any of the terms and conditions of this Agreement. Any sale / transfer of the Apartment after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Promoter) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guideline and / or objectives of the Ultimate Organisation. Any document for Sale / Transfer / Lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the company) shall not be binding on the Promoters.

xxxiv. The Allottee agrees and acknowledges that the sample Apartment constructed by the Promoter and all furniture's items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Apartment and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.

xxxv. The Allottee confirms that this Agreement is binding arrangement between the parties and overrides any other written and/or oral understanding including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

xxxvi. Until a building conveyance / federation conveyance in favour of the ultimate organization / federation is executed and the entire project is declared by the Promoter as completed, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times

to enter into and upon the Apartment / building / Project / the said entire property and / or any part thereof to view and examine the state and condition thereof.

xxxvii. In the event the ultimate organization has been formed but there is / are units in the building that are not sold by the Promoter, till such time that such unsold Apartment/s is / are sold / leased, the property tax for such unsold apartments shall be payable by the Promoters as charged by the competent authorities and the common area maintenance charges shall be payable by the Promoters for such unsold apartments from the date of handover of the ultimate organization by the Promoters and not prior to the same.

xxxviii. The Allottee is aware that in order to ensure safety of the workmen and the Allottee shall not be allowed to visit the site during the time that the building is under construction. The Promoters shall provide photographic updates of the construction progress (quarterly or half yearly basis). The Allottee shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

xxxix. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time. The Allottee further agrees and confirms that in case the Promoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

xl. The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment (s) / modification (s) made thereto and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this agreement any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of

the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the reserve bank of India, he shall be liable for action under the FEMA as amended from time to time. The Promoters accept no responsibility / liability in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.

Xli. The Allottee is aware that various Allottee/s have chosen to buy units in the project with the assurance that the conduct of all users of the project shall be appropriate and in line with high standards of social behavior. Similarly the Promoters have agreed to sell this apartment to the Allottee on the premise that the Allottee shall conduct himself/herself/themselves in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other Allottees in the project and / or the Promoters and/or the development. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligation under this agreement.

xlii. The Allottee(s) hereby agree/s and understand/s that all the materials and fittings which are exhibited in the Show Unit/Sample Unit/Mock up Unit may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Apartment/Shop agreed to be constructed.

xliii. The Allottee(s) hereby agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the Show Unit / Sample Unit/Mock up are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show Unit/Sample Unit/Mock up Unit may have been changed at some places as per the advice of the interior designer.

xliv. The Allottee(s) also agrees/s and understand/s that the dimensions and the area of the said Unit, which is agreed to be constructed, shall vary from this Show Unit/Sample Unit/Mock up based on the floor, block and location of the Unit.

## 15. MISCELLANEOUS –

- i. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said

Apartment or of the said Property and the said Building or any part thereof.

- ii. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
- iii. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. After the Promoters execute this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- v. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground, fitness center etc. and it is hereby expressly agreed and confirmed between the parties that all such general facilities shall be for the use of the Allottees of the premises in the said Building and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the Promoters/ the said Organisation as may be determined by the Promoters/the said Organisation, shall be final and binding on the said Organisation and the Allottee. The Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such contract shall be binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain said Building or any part thereof in the manner in which it was handed over save and except normal wear and tear of the property and the said Organisation shall create and maintain a Sinking Fund for the purpose of such maintenance.
- vi. Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the

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

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

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

ix. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoters) as also permission/no objections for mortgaging the said Apartment or creating any charge or lien on the said Apartment and notwithstanding the mortgages / charges /lien of or on the said Apartment, the Promoters shall have first and exclusive charge on the said Apartment and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoters under this Agreement or otherwise.

x. Notwithstanding anything contained herein, it is agreed between the parties hereto:

(i) that the sample flat if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the premises, and the Promoters are not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

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

**15A. In case the transaction being executed by this agreement between the Promoters and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/ commission / brokerage to the said Registered Real Estate Agent shall be paid by the Promoters/Allottee as the case may be, in accordance with the agreed terms of payment.**

**16. RIGHT TO AMEND**

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

**17. WAIVER –**

Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the remedies of the Promoters.

**18. SEVERABILITY -**

If any provision of this Agreement shall be determined to be void or unenforceable, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**19. NOTICE –**

All notices to be served on the Allottee/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or to the address of the addressee at his/her/their address hereinbefore mentioned and at the notified email address.

That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the

address given by him/her which shall for all intents and purposes to be consider as properly served on all the Allottees.

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

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

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

22. **STAMP DUTY AND REGISTRATION -**

The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at will.

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

23. **GOVERNING LAW -**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**24. DISPUTE RESOLUTION -**

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

**25. ENTIRE AGREEMENT -**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment. The Allottee hereby declares and confirms that he/she/they is/are fully aware of the contents of this Agreement and all the documents related to the said Property and the said Apartment and has expressly understood the terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**Firstly : The First Larger Property**

ALL THOSE pieces and parcels of land bearing Survey No.74/1/1 admeasuring 710 sq. mtrs., Survey No.74/1/2 admeasuring 710 sq. mtrs., Survey No.74/1/3 admeasuring 2230 sq. mtrs., aggregating to 3650 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : D.P. Road portion**

ALL THAT area reserved for D.P. Road admeasuring 1105 sq.mtrs. out of the property more particularly described firstly in the First Schedule hereinabove.

**Thirdly : The said First Property**

ALL THAT pieces and parcels of land renumbered as a) New Survey No.74, Hissa No.1/1A , admeasuring 285 sq. mtrs. ; b) New Survey No.74, Hissa No.1/2B, admeasuring 60 sq. mtrs. and c) New Survey No.74, Hissa No.1/3B, admeasuring 2200 sq. mtrs., aggregating to 2545 sq.mtrs. out of the property more particularly described firstly in the First Schedule hereinabove upon deducting therefrom the portion more particularly described Secondly in the First Schedule hereunder written.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**Firstly : The Second Larger Property**

ALL THAT piece and parcel of land bearing Survey No.74 Hissa No.3 admeasuring 4910 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : D.P. Road portion**

ALL THAT area reserved for D.P. Road admeasuring 270 sq.mtrs. out of the property more particularly described firstly in the Second Schedule hereinabove.

**Thirdly : The said Second Property**

ALL THAT piece and parcel of land renumbered as New Survey No.74, Hissa No.3/2 admeasuring 4640 sq.mtrs. out of the property more particularly described firstly in the Second Schedule hereinabove upon deducting therefrom the portion more particularly described Secondly in the Second Schedule hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**The Said Third Property**

ALL THAT piece and parcel of land bearing Survey No. 74 Hissa No.5 admeasuring 2200 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**The said Fourth Property**

ALL THAT piece and parcel of land bearing Survey No.97, New Survey No.74, Hissa No.2/B admeasuring 1,110 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Third Larger Property**

ALL THAT piece and parcel of land bearing Old Survey No.97, New Survey No.74, Hissa No.2/A admeasuring 1,110 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : D.P. Road portion**

ALL THAT area reserved for D.P. Road admeasuring 475 sq.mtrs. out of the property more particularly described firstly in the Fifth Schedule hereinabove.

**Thirdly : The said Fifth Property**

ALL THAT piece and parcel of land renumbered as New Survey No.74, Hissa No.2/A/2 admeasuring 635 sq.mtrs. out of the property more particularly described firstly in the Fifth Schedule hereinabove upon deducting therefrom the portion more particularly described Secondly in the Fifth Schedule hereunder written.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**The said Sixth Property**

ALL THAT piece and parcel of land bearing Old Survey No.97, New Survey No.74, Hissa No.4 admeasuring 730 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly: The said Fourth Larger Property**

ALL THAT piece and parcel of land bearing Survey No.77, Hissa No.1 admeasuring 15,130 sq. mtrs., situate, lying and being at Village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly: The said First Plot**

ALL THAT PORTION admeasuring 7273.59 sq. mtrs. out of the property more particularly described firstly in the Seventh Schedule hereinabove written.

**Thirdly : The said Second Plot**

ALL THAT PORTION admeasuring 7856.41 sq. mtrs. out of the property more particularly described firstly in the Seventh Schedule hereinabove written.

**Fourthly: The area reserved for school**

ALL THAT PORTION admeasuring 8118.84 sq. mtrs. out of the property more particularly described firstly in the Seventh Schedule hereinabove written.

**Fifthly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 4325 sq. mtrs. out of the property more particularly described firstly in the Seventh Schedule hereinabove written.

**Sixthly : The area given to Damji Shamji Reality**

ALL THAT PORTION admeasuring 529.37 sq. mtrs. out of the property more particularly described firstly in the Seventh Schedule hereinabove written.

**Seventhly : The said Seventh Property**

ALL THAT remaining portion admeasuring 2156.79 sq.mtrs. out of out of New Survey No.77 Hissa No.1/1 admeasuring 9205 sq.mtrs. and New Survey No.77 Hissa No.1/3 admeasuring 1600 sq.mtrs. upon deducting therefrom the portions more particularly described fourthly, fifthly and Sixthly in the Seventh Schedule hereunder written.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Fifth Larger Property**

ALL THAT piece and parcel of land bearing Survey No.69 Hissa No.5 admeasuring 10930 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 15 sq. mtrs. out of the property more particularly described firstly in the Eighth Schedule hereinabove written.

**Thirdly : The said Eighth Property**

ALL THAT remaining portion **admeasuring 10915 sq.mtrs. now renumbered as New Survey No.69 Hissa No.5/1 out of the said Fifth Larger Property** more particularly described firstly in the Eighth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Eighth Schedule hereunder written.

**THE NINTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Sixth Larger Property**

ALL THAT piece and parcel of land bearing Old Survey No. 96, New Survey No.69, Hissa No.1 admeasuring 750 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 10 sq. mtrs. out of the property more particularly described firstly in the Ninth Schedule hereinabove written.

**Thirdly : The said Ninth Property**

ALL THAT remaining portion admeasuring 740 sq.mtrs. now renumbered as New Survey No.69 Hissa No.1/1 out of the said Sixth Larger Property more particularly described firstly in the Ninth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Ninth Schedule hereunder written.

**THE TENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Seventh Larger Property**

ALL THAT piece and parcel of land bearing Old Survey No.96 New Survey No.69 Hissa No.3A admeasuring 1900 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 70 sq. mtrs. out of the property more particularly described firstly in the Tenth Schedule hereinabove written.

**Thirdly : The said Tenth Property**

ALL THAT remaining portion admeasuring 1830 sq.mtrs. now renumbered as New Survey No.69 Hissa No.3A/2 out of the Seventh Larger Property more particularly described firstly in the Tenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Tenth Schedule hereunder written.

**ELEVENTH SCHEDULE ABOVE REFERRED TO:**

The said Eleventh Property

ALL THOSE pieces and parcels of land bearing Old Survey No.96 New Survey No.69 Hissa No.4 admeasuring 980 sq.mtrs., and Old Survey No.96 New Survey No.69 Hissa No.6 admeasuring 100 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**THE TWELFTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Eighth Larger Property**

ALL THOSE pieces and parcels of land bearing Old Survey No.79 New Survey No.78 Hissa No.1(A) admeasuring 4500 sq.mtrs. and Survey No.79 New Survey No.78 Hissa No.1(B) admeasuring 6170 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The said First Land**

ALL THAT portion of land admeasuring 9039.84 sq. mtrs. out of the land more particularly described firstly in the twelfth schedule hereinabove written;

**Thirdly : The said School Plot**

ALL THAT portion of land admeasuring 1382.58 sq. mtrs. out of the land more particularly described firstly in the twelfth schedule hereinabove written;

**Fourthly : The area reserved for D.P. Road**

ALL THAT portion of land admeasuring 6210 sq.mtrs. **now renumbered as New Survey No.78 Hissa No.1B and 1D out of the said Eighth Larger Property** more particularly described firstly in the twelfth schedule hereinabove written;

**Fifthly : The said Twelfth Property**

ALL THAT remaining portion admeasuring 1447.26 sq.mtrs. out of New Survey No.78 Hissa No.1A admeasuring 2940 sq.mtrs., New Survey No.78 Hissa No.1C admeasuring 1280 sq.mtrs. and New Survey No.78 Hissa No.1E admeasuring 240 sq.mtrs. (upon deducting there from the portions more particularly described Thirdly, fourthly and area admeasuring 1630.16 sq.mtrs. retained by the said Fifth Owner) in the Twelfth Schedule hereunder written.

**THE THIRTEENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Ninth Larger Property:**

ALL THAT piece and parcel of land bearing Old Survey No.79 New Survey No.78 Hissa No.3A area admeasuring 1010 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring **880 sq. mtrs. Now renumbered as New Survey No.78 Hissa No.3A/1 out of the said Ninth Larger Property** more particularly described firstly in the Tenth Schedule hereinabove written.

**Thirdly : The said Thirteenth Property**

ALL THAT remaining portion **admeasuring 130 sq.mtrs. Now renumbered as New Survey No.78 Hissa No.3A/1 out of the said Ninth Larger Property** more particularly described firstly in the Thirteenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Thirteenth Schedule hereunder written.

**THE FOURTEENTH SCHEDULE ABOVE REFERRED TO:**

**The said Fourteenth Property**

ALL THOSE pieces and parcels of land bearing Old Survey No.82 New Survey NO.77 Hissa No.2 admeasuring 710 sq.mtrs. and Old Survey No.82 New Survey No.77 Hissa No.3 admeasuring 450 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**THE FIFTEENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Tenth Larger Property :**

ALL THAT piece and parcel of land bearing Old Survey No.79 New Survey No.78/4 admeasuring 2190 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring **710 sq. mtrs. Now renumbered as New Survey No.78 Hissa No.4/A out of the said Tenth Larger Property** more particularly described firstly in the Fifteenth Schedule hereinabove written.

**Thirdly : The said Fifteenth Property**

ALL THAT remaining portion **admeasuring 1480 sq.mtrs. Now renumbered as New Survey No.78 Hissa No.4/B out of the said Tenth Larger**

**Property** more particularly described firstly in the Fifteenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Fifteenth Schedule hereunder written.

**THE SIXTEENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Eleventh Larger Property:**

ALL THAT piece and parcel of land bearing Old Survey No.79, New Survey No.78, Hissa No.3B, admeasuring 1040 sq. mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 20 sq. mtrs. Now renumbered as **New Survey No.78 Hissa No.3/B/1 out of the said Eleventh Larger Property** out of the property more particularly described firstly in the Sixteenth Schedule hereinabove written.

**Thirdly : The said Sixteenth Property**

ALL THAT remaining portion admeasuring 1020 sq.mtrs. Now renumbered as **New Survey No.78 Hissa No.3/B/2 out of the said Eleventh Larger Property** more particularly described firstly in the Sixteenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Sixteenth Schedule hereunder written.

**THE SEVENTEENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly : The said Plot No.1:**

ALL THAT piece and parcel of land bearing Old Survey No.99 New Survey No.75 Hissa No.2 admeasuring area 1800 sq.mtrs. situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The said Plot No.2:**

ALL THAT piece and parcel of land bearing Old Survey No.107 New Survey No.72 Hissa No.4 admeasuring area 10900 sq.mtrs. situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Thirdly : D.P. Road Reservation out of Plot No,1**

ALL THAT PORTION admeasuring 590 sq. mtrs. Now renumbered as **new Survey No.75 Hissa No.2/B out of the said Plot No.1** more particularly described firstly in the Seventeenth Schedule hereinabove written.

**Fourthly : D.P. Road Reservation out of Plot No,2**

ALL THAT PORTION admeasuring 3380 sq. mtrs. Now renumbered as **new Survey No.74 Hissa No.4/B and 4/D out of the said Plot No.2** more particularly described secondly in the Seventeenth Schedule hereinabove written.

**Fifthly : The said Seventeenth Property :**

ALL THAT (i) remaining portion admeasuring 100 sq.mtrs. now renumbered as **New Survey No.75 Hissa No.2A and portion admeasuring 1110 sq.mtrs. out of New Survey No.75 Hissa No.2C of the said Plot No.1** more particularly described firstly in the Seventeenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Thirdly in the Seventeenth Schedule hereunder written and (ii) area admeasuring 5066.20 sq.mtrs. now renumbered as **New Survey No.72 Hissa No.4A, Hissa No.4C and 4/E(P) out of the said Plot No.2** more particularly described Secondly in the Seventeenth Schedule hereinabove written upon deducting therefrom the portions

more particularly described Fourthly in the Seventeenth Schedule hereunder written as well area admeasuring 2453.80 sq.mtrs. assigned to said Sai-Pushpa.

**THE EIGHTEENTH SCHEDULE ABOVE REFERRED TO:**

**Firstly :The said Twelfth Larger Property:**

ALL THAT piece and parcel of land bearing Old Survey No.99 New Survey No.75 Hissa No.1 admeasuring 2050 sq.mtrs., situate lying and being at village Ovale, Taluka and District Thane, Registration District and Sub district Thane and within the limits of the Thane Municipal Corporation.

**Secondly : The area reserved for D.P. Road**

ALL THAT PORTION admeasuring 640 sq. mtrs. **Now renumbered as New Survey No.75 Hissa No.1/A out of the said Twelfth Larger Property** more particularly described firstly in the Eighteenth Schedule hereinabove written.

**Thirdly : The said Eighteenth Property**

ALL THAT remaining portion admeasuring 1410 sq.mtrs. **Now renumbered as New Survey No.75 Hissa No.1/B out of the said Twelfth Larger Property** more particularly described firstly in the Eighteenth Schedule hereinabove written upon deducting therefrom the portions more particularly described Secondly in the Eighteenth Schedule hereunder written.

**THE NINETEENTH SCHEDULE HEREINABOVE REFERRED TO:**

**(the said Nineteenth Property)**

ALL THAT piece or parcel of land bearing Old Survey No. 98 New Survey No.76, admeasuring 1100 sq.mtrs., or thereabout situate, lying & being at village Owale, Taluka & Dist. Thane, Registration District & Sub-District Thane and within the limits of the Thane Municipal Corporation.

**THE TWENTIETH SCHEULE ABOVE REFERRED TO :**

F.S.I. in the form of TDR admeasuring 2,100 sq. mtrs. equivalent to 22,604 sq. ft. from Development Rights Certificate (DRC) bearing No. DRC No.111 under Folio No.TDR/9/Res./38/2008 dated 23/06/2009 issued by the Thane Municipal Corporation.

**THE TWENTY FIRST SCHEULE ABOVE REFERRED TO :**

F.S.I. in the form of TDR admeasuring 800 sq. mtrs. equivalent to 8611 sq. ft. from Development Rights Certificate (DRC) bearing No. DRC No.111 under Folio No.TDR/9/Res./38/2008 dated 23/06/2009 issued by the Thane Municipal Corporation.

**THE TWENTY SECOND SCHEDULE ABOVE REFERRED TO THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES/AMENITIES**

**A) DESCRIPTION OF THE COMMON AREAS PROVIDED:**

	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided
1	Club House	31/12/2031	31/12/2031	25000 sq.ft.

**B) FACILITIES/AMENITIES PROVIDED /TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMONN AREA OF THE BUILDING:**

	Type of facilities/ amenities provided	Phase name/ number	Proposed date of Occupancy Certificate	Proposed Date of handing over to the Society/commo n organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1	Amenity Floor on 41 <sup>st</sup> floor	D4	31/12/2031	31/12/2031	5932 sq.ft.	142.09

**C) FACILITIES/AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:**

	Type of facilities/ amenities provided	Phase name/ number	Proposed date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
1	Club House	D4	31/12/2031	31/12/2031	25000 sq.ft.	2089.32

**D) THE SIZE AND THE LOCATION OF THE FACILITIES/AMENITIES IN FORM OF THE OPEN SPACES (RG/PG etc.) PROVIDED/ TO BE PROVIDED WITHIN THE PLOT AND/OR WITHIN THE LAYOUT.**

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed date of handing over to the common organization
1	Podium RG-6	D4	1369.40	31/12/2031	31/12/2031
2	Podium RG-7	D4	1673.48	31/12/2031	31/12/2031

**E) DETAILS AND SPECIFICATIOIS OF THE LIFTS:**

	Type Lift (passenger/service/stretchers/goods/fire/evacuation/any other )	Total number of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Passenger Lift	4	13passangers	1.5/2.1 (mtr/sec)
2	Fire Lift	1	13 passangers	1.5/2.1 (mtr/sec)

Note : These common amenities are for the members of all the buildings of Vihang Valley Project and the same shall be handed over upon completion of the entire project.

**SCHEDULE 'A' ABOVE REFERRED TO:**  
(The said Apartment)

ALL THAT APARTMENT being No. \_\_\_\_ area admeasuring \_\_\_\_ sq.metres equivalent to \_\_\_\_ sq.ft. (Rera carpet area) plus \_\_\_\_ sq.metres. equivalent \_\_\_\_ square feet (Dry balcony area) plus \_\_\_\_ sq.metres. equivalent \_\_\_\_ square feet (cuboard area) aggregating to \_\_\_\_ **square meters** equivalent to \_\_\_\_ **square feet** ("Total Area") on \_\_\_\_<sup>th</sup> floor of Building No.7, Wing "D4" to be known as "ELYSIA" of project **Vihang Valley** to be constructed on land bearing Survey No. 74/1/1A, 1/2B, 1/3B, 74/3/2, 74/5, 74/2B, 74/2/A/2, 4, 78/1A-Part & B-Part, 78/3A & 3B-Part, 78/4, 77/1, 2 & 3, 75 /1-Part & 2-Part, 69/1,3A, 4, 6, 5, 72/4-Part and 76 situate, lying and being at village Owale, Taluka & District Thane.

SIGNED AND DELIVERED BY THE WITHINNAMED

**Promoter:**

**M/S. VIHANG INFRASTRUCTURE PVT. LTD.**

Please affix photograph and sign across the photograph
--

**MR. VIHANG PRATAP SARNAIK**  
( **DIRECTOR** )

In presence of...

WITNESSES:

(A) Name \_\_\_\_\_  
Signature \_\_\_\_\_

(B) Name \_\_\_\_\_  
Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

**Allottee:** (including joint buyers)

1.

Please affix  
x  
photograph  
and  
signature  
\_\_\_\_\_

2.

At \_\_\_\_\_ on \_\_\_\_\_

Please affix  
x  
photograph  
and  
signature  
\_\_\_\_\_

in the presence of WITNESSES:

(A) Name \_\_\_\_\_  
Signature \_\_\_\_\_

(B) Name \_\_\_\_\_  
Signature \_\_\_\_\_

## RECEIPT

RECEIVED of and from the Allottee above named the sum of  
**Rs.** \_\_\_\_\_ /- (**Rupess** \_\_\_\_\_ **Only**) towards part  
payment as mentioned in caluse No.4(iv) hereianbove payable by them to us.

**We say received.**

**For M/s. VIHANG INFRASTRUCTURE PVT. LTD.**

**Promoters**

Housiey.com

<b>PROJECT – ELYSIA D-4</b>		
<b>ANNEXTURE I</b>		
<b>PAYMENT SCHEDULE</b>		
<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount %</b>
1	Booking Amount	10%
2	Balance Amount of within 15 days from the date of Booking	
3	Upon Execution of the Agreement	20%
4	On Completion of Plinth	15%
5	On Completion of 2nd Podium Slab	3%
6	On Completion of 4th Floor Bottom Slab	3%
7	On Completion of 8th Floor Bottom Slab	3%
8	On Completion of 12th Floor Bottom Slab	2%
9	On Completion of 16th Floor Bottom Slab	2%
10	On Completion of 20th Floor Bottom Slab	2%
11	On Completion of 24th Floor Bottom Slab	2%
12	On Completion of 28th Floor Bottom Slab	2%
13	On Completion of 32nd Floor Bottom Slab	2%
14	On Completion of 36th Floor Bottom Slab	2%
15	On Completion of Terrace Floor Slab	2%
16	On Completion of Construction of Walls	1%
17	On Completion of Internal Plaster	1%
18	On Completion of Floorings	1%
19	On Completion of doors	1%
20	On Completion of Windows	1%
21	On Completion of Sanitary Fittings	1%
22	On Completion of Staircases	1%
23	On Completion of Lift Wells	2%
24	On Completion of Lobbies up to the floor level of the said apartment	1%
25	On Completion of Construction of external Plaster	2%
26	On Completion of Construction of elevation	1%
27	On Completion of Terrace with waterproofing	1%
28	On Completion of external plumbing	1%
29	On Completion of lift, water pump, electrical fittings & environmental requirement of the said apartment	10%
30	On Balance at the time of Possession	5%
	<b>TOTAL</b>	<b>100%</b>