

AGREEMENT FOR SALE

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

BETWEEN

M/S. VIHANG ENTERPRISES (formerly known as M/S. YASH ENTERPRISES), a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its office at 12th Floor, Dev Corpora, Cadbury Junction, Eastern Express Highway, Thane (W) 400 601, hereinafter referred to as 'the **PROMOTER**' (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the partner or partners for the time being constituting the said firm, M/s. Vihang Enterprises, the survivor or survivors of them and the respective heirs, executors, administrators and assigns of such last survivor) of the **ONE PART** ;

[AND]

MR. _____, **PAN NO.** _____, an Adult, Indian Inhabitant, residing at: _____ hereinafter referred to as the **"ALLOTTEE/S"** (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"**)

(1) (a) By virtue of two different sale deeds, both dated 13/08/1993, registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.2602 & 2603 respectively, Shri Deepak VallabhajiDedhia (hereinafter referred to as 'the said **First Owner**') became well and sufficiently entitled to the properties being all those pieces or parcels of land bearing Old Survey No.195, Hissa No.1P, admeasuring 23,600 sq. mtrs., and Old Survey No.195, Hissa No.1P, admeasuring 14,400 sq. mtrs., aggregating to 38,000 sq. mtrs. situate, lying and being at village Owale Taluka and Dist. Thane more particularly described Firstly in the First Schedule hereunder written (hereinafter referred to as 'the First Larger Property') and more particularly described Firstly in the First Schedule hereunder written as owner thereof.

(b) The Owale village came to be recorded as Bhayenderpada by order bearing No.Revenue/Dept.1/TE-3/Vashi 8886 dated 23/08/1996 passed by the Tahasildar, Thane and accordingly new survey Nos. for old survey No.195/1P came to be recorded and in respect thereof mutation entry No.1 has been certified. As per the said ME No.1 the said old survey No.195 has been re-numbered as New Survey No.91, Hissa No.1B admeasuring 23,600 sq. mtrs. and New Survey No.91, Hissa No.1C admeasuring 14,400 sq. mtrs.;

(c) By a Development Agreement dated 20/01/2006 (hereinafter referred to as 'the First Agreement') made between M/s. Cosmos Prime Project Ltd. (formerly known as M/s. D. J. Traders), a partnership firm (hereinafter referred to as "the said Cosmos") therein referred to as the Developer of the one part and the said First Owner therein referred to as the Owner of the other part, the Owner therein granted development rights for & in respect of the said First Larger Property alongwith another property to the Developers therein at or for the consideration & upon the terms & conditions therein contained. The said First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.501/2006.

(d) Pursuant to the First Agreement, the said First Owner has executed a Power of Attorney of even date (hereinafter referred to as 'the First POA') in favour of the person nominated

by the said Cosmos to enable him to do all acts, deeds, matters & things in respect of the said First Larger Property along with another property as contained therein. The First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.75/2006.

(e) By an Order bearing No. ULC/TA/TE. No.7/OWALE/SR/290 dated 26/06/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the said First Owner to be surplus land holders to the extent of 10803.50 sq. mtrs., out of the total holdings of the said First Owner which includes portion admeasuring 384 sq. mtrs. out of the said First Larger Property under the provisions of the Section 8(4) of the Ceiling Act” subject to the terms and conditions therein contained.

(f) By an Order bearing No. ULC/TA/ATP/WSHS/SR-1645 dated 31/07/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, exempted surplus land out of the said First Larger Property' under the provisions of Section 20 of the Ceiling Act subject to the terms and conditions therein contained.

(g) By a Deed of Assignment dated 26/10/2007 (hereinafter referred to as “the said Second Agreement”) made between the said Cosmos therein referred to as the Assignors of the First Part, M/s. Darshan Enterprises therein referred to as the Confirming Party of the Second Part and M/s. Vijay Grihanirman Pvt. Ltd. (hereinafter referred to as “the said Vijay”) therein referred to as the Assignees of the Third Part, the Assignors therein, at the instance of the Confirming Party therein, agreed to assign the development rights of the said First Larger Property along with another property mentioned therein to the Assignees therein at and for consideration and upon the terms and conditions therein contained. The said Second Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7800/2007.

(h) Pursuant to the Second Agreement, the Cosmos executed Substituted Power of Attorney of even date (hereinafter referred to as ‘the Second POA’) in favour of the persons nominated by the said Vijay to exercise jointly and/or severally all or any of the powers and authorities conferred on the said Cosmos by the said First POA. The said Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1044/2007.

(i) The said First Larger Property along with another property came to be sub-divided by the TILR Department and renumbered as New Survey No.91/1(1) to New Survey No.91/1(11) and the effect thereof is reflected vide Mutation Entry No.612 dated 10/11/2009.

(j) By a Deed of Assignment dated 16/08/2010 (hereinafter referred to as “the said Third Agreement”) executed between the said Vijay therein referred to as the Assignors of the one part and the Promoters herein therein referred to as the Assignees of the other part, the Assignors therein granted development rights in respect of area admeasuring 2450 sq. mtrs. of land bearing Old Survey No.195 New Survey No.91/1(1) out of the said First Larger Property (hereinafter referred to as ‘the said First Plot’) more particularly described Secondly in the First Schedule hereunder written, in favour of the Assignees therein at and for consideration and upon the terms and conditions therein contained. The said Third Agreement is registered with the office of Sub-Registrar of Assurance at Thane under Sr. No.9159 on 23/08/2010.

(k) Pursuant to the said Third Agreement, the said Vijay executed Substituted Power of Attorney dated 17/08/2010 (hereinafter referred to as “the Third POA”) in favour of persons nominated by the Assignees therein to enable them to carry out all acts, deeds, matters and things in respect of the property mentioned therein. The said Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.766/2010 on 23/08/2010.

(l) A portion admeasuring 40 sq. mtrs. out of the said First Plot has been reserved for 20 Mtrs. wide D.P. Road (hereinafter referred to as “the said First Reserved Portion”) more particularly described Thirdly in the First Schedule hereunder written and the rest of the plot comes under Residential Zone as per the development plan in force and sanctioned under the provisions of

Maharashtra Regional & Town Planning Act, 1966 (hereinafter referred to as "the said Act") for the Thane Municipal Corporation (hereinafter referred to as "the said Corporation").

(j) As per the directions of the Collector, Thane, the Sub-Divisional Officer, Thane has sumoto initiated proceedings vide RTS Revision No.189/2018 and 190/2018 against Shri Anant Hari Mhatre, Shri Deepak Dedhia i.e. the said First Owner and the Promoters for inquiry of mutation entry no.2229 and 2230 recorded in respect of the said First Larger Property as per section 257 of Maharashtra Land Revenue Code 1966 and the same is partly allowed by the Sub-Divisional Officer, Thane vide its order dated 21/01/2020 and accordingly the mutation entry No.2229, 2230 and 874 were cancelled.

(k) Being aggrieved by the order dated 21/01/2020 passed by the Sub-Divisional Officer, Thane, the Promoters have preferred Appeal bearing No.31/2020 and 32/2020 before the Deputy Collector, Thane and upon hearing all the parties the Hon'ble Deputy Collector Thane allowed both above RTS APPEAL NO. 31/2020 AND 32/2020 on 24/11/2021 and thereby cancelled and set-aside the Order of sub-divisional officer thane dated 21/01/2020 and correction order dated 03/02/2020 and also restored the Mutation entry no 2229, 2230 and 874 and thereby cancelled the mutation entry no. 1286 and 1300 and name of dipak dedhia is restored and name of propmoter is recorded in the 7/12 extracts vide Mutation entry no.1383.

(2) (a) One Sowar Goma (hereinafter referred to as "the said Sowar") was the owner inter-alia seized and possessed of land bearing land bearing Old Survey No.195 Hissa No.2 admeasuring 3200 sq.mtrs. situate, lying and being at village Bhayenderpada (Old village Owale), Taluka & District Thane (hereinafter referred to as "the said Second Larger Property") and more particularly described Firstly in the Second Schedule hereunder written;

(b) The said Sowar expired somewhere in the year 1954 leaving behind his nephew Shri Babu alias Mahadev Raghunath Bhoir (hereinafter referred to as "the said Babu") and Shri Khandu Raghunath Bhoir (hereinafter referred to as "the said Khandu") as his only legal heirs in accordance with the act and accordingly became the co-owners of the said Second Larger Property;

(c) The Owale village came to be recorded as Bhayenderpada by order bearing No.Revenue/Dept.1/TE-3/Vashi 8886 dated 23/08/1996 passed by the Tahasildar, Thane and accordingly new survey Nos. for old survey No.195/2 came to be recorded and in respect thereof mutation entry No.1 has been certified. As per the said ME No.1 the said old survey No.195 has been re-numbered as New Survey No.91, Hissa No.2 admeasuring 3200 sq. mtrs.;

(d) The said Babu expired on 28/03/2002, leaving behind him two sons Shri Krushna Babu Bhoir and Shri Pandharinath Babu Bhoir and two daughters Mrs. Sitabai Shantaram Bhoir and Mrs. Hirabai Padmakar Patil (hereinafter collectively referred to as "the legal heirs of said Babu") 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;

(e) The said Khandu expired on 10/05/1994, leaving behind him four sons Shri Maruti Khandu Bhoir, Shri Madhukar Khandu Bhoir, Shri Padmakar Khandu Bhoir, Shri Vithal Khandu Bhoir, Smt. Shaibai Baliram Patil and Smt. Kamlabai Vidyadhar Bhoir (except Shri Vithal Khandu Bhoir all other are hereinafter collectively referred to as "the legal heirs of said Khandu") 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;

(f) Shri Vithal Khandu Bhoir expired on 06/04/2004 leaving behind him his widow Smt. Rukhmini Vithal Bhoir, Shri Naresh Vithal Bhoir, Smt. Sangeeta Baliram Shivari, Smt. Vanita alias Lalita Dinkar Tangdi, Smt. Ranjana Raju Patil and Smt. Vanita Hemant Manera (hereinafter referred to as "the said legal heir of the said Vithal") 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;

(g) In the aforesaid premises the legal heirs of the said Vithal, the legal heirs of said Khandu and the legal heirs of the said Babu became the co-owners (hereinafter referred to as “**the said Second Owners**”) of the said Second Larger Property.

(h) By a Development Agreement dated 16/05/2007 (hereinafter referred to as the “said Fourth Agreement”) made between the Promoters therein referred to as the Developers of the one part and Khandu Raghu Bhoir HUF, through its karta and manager, the said Second Owners alongwith their family members 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 in respect of the said Second Larger Property at and for consideration and upon the terms and conditions therein contained. The said Fourth Agreement is duly registered with the office of Sub-Registrar of Assurances at Thane under serial No.3773/2007 on 17/05/2007.

(i) Pursuant to the said Fourth Agreement, the Owners therein also executed an even date Power of Attorney (hereinafter referred to as "the said Fourth POA") in favour Shri Naresh S. Khetwani & Shri Suresh D. Jain (hereinafter referred to as “the said Naresh & Suresh”) the then partners of the Promoters herein in order to do all acts, deeds, matter and things in respect of the said Second Larger Property as contained therein. The said Fourth POA is registered with the office of Sub-Registrar of Assurances at Thane under serial No.576/07 on 17/05/2007;

(j) By Substituted Power of Attorney dated 26/08/2010 (hereinafter referred to as ‘the Fifth POA’), the said Naresh & Suresh, the then retiring partners of the Promoters substituted the powers conferred upon them by the said Fourth POA in respect of the said Second Larger Property in favour of the continuing partners i.e. Shri Yogesh Kishore Chandegala and Shri Purvesh Pratap Sarnaik of the Assignors in the manner appearing therein. The said Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.788/2010.

(k) Out of the said Second Larger Property, a portion admeasuring 440 sq. mtrs. has been reserved for 20 Mtrs. wide D.P. Road; portion admeasuring 1740 sq. mtrs. has been reserved for 40 Mtrs. wide D.P. Road & portion admeasuring 800 sq. mtrs. has been reserved for playground (hereinafter collectively referred to as “the said Second Reserved Portion”) more particularly described Secondly in the Second Schedule hereunder written and the rest of the plot comes under Residential Zone as per the the said Act for the Corporation.

(3) (a) One Shri Bhika Pandu Bhoir (hereinafter referred to as "the said Bhika") was the owner as such seized and possessed of and/or otherwise sufficiently entitled of the properties mentioned herein below at Sr.No.1 to 5 and had acquired lands mentioned herein below at Sr.No.6 to 8 in accordance with the provisions of the said Tenancy Act.

Sr. No.	Old Survey No.	New Survey No.	Hissa No.	Area In Sq.mtrs.
1	219	102	1	280
2	219	102	3	530
3	220	103	1	680
4	220	103	2	560
5	221	104	8	4630
6	219	102	2-B	2000
7	221	104	11	3210
8	217	109	29	10200

(b) The Property mentioned at Sr. No. 1 is hereinafter referred to as "the said Second Plot", the property mentioned at Sr.No.6 is hereinafter referred to as “the said Third Plot” and the property mentioned at Sr.No.2 is hereinafter referred to as "the said Fourth plot”, (ii) the property mentioned at Sr.No.3 & 4 is hereinafter collectively referred to as “the said Fifth Plot” (iii) the property mentioned at Sr.No.5 is hereinafter referred to as “the said Sixth Plot”, (iv) the property mentioned

at Sr.No.7 is hereinafter referred to as “the said Seventh plot” and the property mentioned at Sr.No.8 is hereinafter referred to as “the said Eighth Plot”. The said Second Plot to the said Eighth Plot are more particularly described Firstly in the Third Schedule hereunder written.

(c) The said Bhika died intestate in or about 1954 leaving behind his only son Shri Padya Bhika Bhoir (hereinafter referred to as 'the said Padya'), as his only heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

(d) The said Padya died intestate in or about 1972 leaving behind him one son Shri Halya Padya Bhoir (hereinafter referred to as 'the said Halya'), one daughter Smt. Shantabai Bama Nagalkar (hereinafter referred to as 'the said Shantabai') and widow Smt. Devkibai Padya Bhoir (hereinafter referred to as 'the said Devkibai') 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.

(e) After the demise of the said Padya, the said Devkibai, the said Halya and the said Shantabai became the co-owners of the said Second Plot to the said Eighth Plot.

(f) The said Shantabai expired on 02/04/2000 leaving behind her real brother viz. the said Halya and mother viz. the said Devkibai as her only legal heirs (as she had no issue out of her wedlock) in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

(g) The said Halya died intestate on 04/09/2003, leaving behind him his widow Mrs. Yenabai H. Bhoir, four sons viz. Shri Nayaran Halya Bhoir (hereinafter referred to as 'the said Narayan'), Mr. Krushna Halya Bhoir, Mr. Raghunath Halya Bhoir, Mr. Jagdish Halya Bhoir and two married daughters Mrs. Manubai Nagesh Shinge, Mrs. Sakhubai alias Shakuntala Arun Bhoir (except the said Narayan all other legal heirs of Halya are hereinafter referred to as "the said Yenabai & others") 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.

(h) The said Devkibai died intestate on 25/12/2004 leaving behind her the said Yenabai & others as well as the said Narayan as her only heirs in accordance with the provisions of Hindu Succession Act by which she was governed at the time of her death.

(i) In the aforesaid premises, the said Yenabai & others alongwith the said Narayan became the co-owners of the said Second Plot to the said Eighth Plot.

(j) By an Agreement for Sale-cum-Development Agreement dated 25/05/2012 (hereinafter referred to as 'the said Fifth Agreement') made between the Promoters therein referred to as the Party of the First Part and Mr. Dravesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre, the said Yenabai Halya Bhoir & other, the said Narayan & others therein referred to as the Owners of the other part, the Owners therein have agreed to sell, transfer and assign the said Second Plot, the said Third Plot and the said Fourth Plot to the Party of the First Part therein and the Party of the First Part therein have agreed to acquire and purchase the same from the Owners therein at or for the consideration & upon the terms & conditions therein contained. The said Fifth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4165/2012.

(k) Pursuant to the said Fifth Agreement, Mr. Dravesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre, the said Yenabai Halya Bhoir & others, the said Narayan & others also executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixth POA') in favour of persons nominated by the Promoters in order to enable them to do all acts, deeds, matters & things in respect of the said Second Plot, the said Third Plot and the said Fourth Plot as contained therein. The said Sixth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4166/2012.

(l) By Deed of Confirmation dated 11/06/2012 (hereinafter referred to as "the said First DOC") made and executed between Promoters herein therein referred to as the Party of the First Part and Shri Deepesh Narayan Bhoir therein referred to as the Party of the Second Part, the party of the Second Part confirmed and consented to the said Fifth Agreement and the said Sixth POA and all other documents executed incidental thereto in respect of the said Second Plot, the said Third Plot and the said Fourth Plot upon the terms and conditions therein contained. The said First DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 4620/2012.

(m) Pursuant to the said First DOC, Shri Deepesh Narayan Bhoir also executed Power of Attorney of even date (hereinafter referred to as "the said Seventh POA") in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters & things in respect of the said Second Plot, the said Third Plot and the said Fourth Plot as contained therein. The said Seventh POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4621/2012.

(n) By Order bearing TD/Te-6/KUV/VP/S.R.-121/2012 dated 05/01/2013, Sub-Divisional Officer, Thane granted development permission in respect of the Fourth Plot to the said Yenabai & others and the said Narayan upon the terms and conditions therein mentioned.

(o) By Order bearing No.TD/Te-6/KUV/V.P./S.R.-271/2009 dated 08/07/2009 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Yenabai& others and the said Narayan have been permitted to develop the said Fifth Plot subject to the terms and conditions contained therein.

(p) By an Agreement for Sale dated 31/07/2009 (hereinafter referred to as 'the said Sixth Agreement') executed by and between the Promoters therein referred to as the Purchasers of the One Part and the said Yenabai& others and the said Narayan therein referred to as the Owners of the Other Part, the Owners therein agreed to sell, transfer and assign to the Purchaser therein and the Purchaser therein agreed to purchase from the Owners therein the said Fifth Plot at or for the consideration and upon the terms and conditions therein contained. The said Sixth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6685/2009;

(q) Pursuant to the said Sixth Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Eighth POA") in favour of the said Naresh & Suresh, the then partners of the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifth Plot as contained therein. The said Eighth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.269.

(r) By a Deed of Confirmation dated 12/05/2010 (hereinafter referred to as the said Second DOC") executed between the Promoters therein referred to as the party of the first part, Smt. Babibai Narayan Bhoir, Smt. Aruna Jagdish Bhoir, Miss Jagruti Jagdish Bhoir, Mast. Tejas Jagdish Bhoir, Mast. Aniket Jagdish Bhoir, Smt. Deepali Krushna Bhoir, Mast. Niket Krushna Bhoir, Mast. Pratim Krushna Bhoir, Mast. Sushant Krushna Bhoir, Smt. Pranali Raghunath Bhoir, Mast. Shubham Raghunath Bhoir, Miss Sneha Raghunath Bhoir (hereinafter referred to as "Smt. Babibai& others") alongwith Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre therein referred to as the party of the second part, the party the of second part confirmed the said Sixth Agreement, the said Eighth POA and all other incidental documents executed in respect of the said Fifth Plot. The said Second DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5170/2010;

(s) By Supplementary Agreement dated 12/05/2010 (hereinafter referred to as "the said First SA") executed between the Promoters therein referred to as the party of the First Part and the said Yenabai& others, Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre& others therein referred to as the party of the second part, the parties thereto recorded in detail the arrangement mutually arrived at by and between the parties thereto in respect of the consideration to be paid by the Party of the First Part therein to the Party of the Second Part

therein in the form of constructed premises in the manner listed out therein upon the terms and conditions mentioned therein. The said First SA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5172/2010;

(t) Pursuant to the said Second DOC, Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre executed Power of Attorney dated 01/01/2018 (hereinafter referred to as "the said Ninth POA") in favour of the person nominated by the Promoters to do all acts, deeds, matter and things in respect of the said Fifth Plot as therein contained. The said Ninth POA is registered with the office of Sub-Registrar of Assurances of Thane under Sr.No. 9705/2018.

(u) By Substituted Power of Attorney dated 15/09/2011 (hereinafter referred to as 'the Tenth POA') the said Naresh & Suresh, the retiring partners of the Promoters substituted the powers conferred upon them by Eighth POA in respect of the said Fifth Plot in favour of the continuing partners of the Promoters in the manner contained therein. The said Ninth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.768/2011.

(v) By a Development Agreement dated 15/10/2007 (hereinafter referred to as 'the said Seventh Agreement') made between M/s. Rajaram Construction, a partnership firm, through its partner Shri Ramesh Bhекре (hereinafter referred to as "the said firm") therein referred to as the Developers of the one part and the said Yenabai & others, the said Narayan alongwith Smt. Kamini Bhimrao Mhatre therein referred to as the Owners of the other part, the Owners therein granted development rights for & in respect of the said Sixth Plot to the Developers therein at or for consideration & upon the terms & conditions therein contained. The said Seventh Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5439/2007 on 15/10/2007.

(w) Pursuant to the said Seventh Agreement, the said Yenabai & others, the said Narayan alongwith Smt. Kamini Bhimrao Mhatre executed a Power of Attorney of even date (hereinafter referred to as 'the said Eleventh POA') in favour of persons nominated by the said firm in order to enable them to do all acts, deeds, matters & things in respect of the said Sixth Plot as contained therein. The said Eleventh POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.821/2007.

(x) In the premises as aforesaid the said firm was entitled to develop the said Sixth Plot;

(y) By an Agreement for Assignment of Development Rights dated 23/05/2012 (hereinafter referred to as "the said Eighth Agreement") made and executed between the said firm therein referred to as the Assignors of the one part, the said Yenabai & others, the said Narayan alongwith Smt. Kamini Bhimrao Mhatre through their C.A. Shri Ramesh Bhекре therein referred to as the First Confirming Party of the second part, Smt. Anandibai Ragho Tangdi & others, through their C.A. Shri Ramesh Bhекре therein referred to as the Second Confirming Party of the third part and the Promoters therein referred to as the Assignees of the fourth part, the Assignors with the consent and knowledge of the First and Second Confirming Party therein, assigned the development rights for and in respect of the said Sixth Plot along with another property mentioned therein together with the benefits and advantages of the said Agreements mentioned therein in respect thereof in favour of the Assignees therein at and for the consideration and upon the terms and conditions therein contained. The said Eighth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4070/2012;

(z) Pursuant to the said Eighth Agreement, the said firm executed Substituted Power of Attorney of even date (hereinafter referred to as "the said Twelfth POA") in favour of the persons nominate by the Promoters in order to enable them to do all acts, deeds, matters & things in respect of the said Sixth Plot & the another Property as contained therein. The said Twelfth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.4071/2012;

(aa) By a Development Agreement dated 05/10/2007 (hereinafter referred to as 'the said Ninth Agreement') executed by and between Promoters therein referred to as the Developers of the One Part and Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre, the said Yenabai& others, the said Narayan 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 Seventh plot and the said Eighth plot at or for the consideration and upon the terms and conditions therein contained. The said Ninth Agreement is registered with the Sub-Registrar of Assurances at Thane under Sr.No.7342/2007.

(bb) Pursuant to the said Ninth Agreement, Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre, the said Yenabai& others, the said Narayan executed Power of Attorney of even date (hereinafter referred to as 'the said Thirteenth POA") in favour of the said Naresh and the said Suresh the then partners of the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Seventh plot and the said Eighth plot as contained therein. The said Thirteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr.No.1059/2007.

(cc) By Supplementary Agreement dated 12/05/2010 (hereinafter referred to as "the said Second SA") executed between the Promoters therein referred to as the party of the First Part and Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, Mrs. Kamini Bhimrao Mhatre, the said Yenabai & others, the said Narayan & others, therein referred to as the party of the second part, the parties thereto recorded the detailed list of the constructed premises to be allotted along with the detailed bifurcation of security deposit as agreed to be paid to the party of the second part therein upon the terms and conditions therein mentioned. The said Second SA is registered with the office of Sub-Registrar of Assurances, Thane under Sr.No.05171/2010;

(dd) By Order bearing No.TD/Te-6/KUV/V.P./S.R.-129/2009 dated 27/05/2009 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Yenabai& others, the said Narayan have been permitted to develop the said Seventh plot and the said Eighth plot subject to the terms and conditions contained therein.

(ee) By Substituted Power of Attorney dated 26/08/2010 (hereinafter referred to as 'the Fourteenth POA') the said Naresh and the said Suresh, the retiring partners of the Promoters substituted the powers conferred upon them by 'the said Thirteenth POA in respect of the said Seventh plot and the said Eighth plot in favour of the continuing partners i.e. Shri Yogesh Kishore Chandegala and Shri Purvesh Pratap Sarnaik of the Promoters. The said Fourteenth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.783/2010.

(ff) Following portions out of the Fourth Plot, Sixth Plot, Seventh Plot, Eighth Plot are reserved for 40 Mtrs. D.P. Road, 60 Mtrs. D.P. Road, Truck Terminal and Amenity Open Space and are collectively referred to as the said Third Reserved Portion and more particularly described in Secondly in the Third Schedule hereunder written.

Plot No.	Old Survey No.	New Survey No.	Old Hissa No.	New Hissa No.	Area In Sq.mtrs.	Reserved for
3rd	219	102	2	2-A	1350	40Mtrs. Road
4th	219	102	3	3-A	30	40Mtrs. Road
6th	221	104	8	8-A	320	60 Mtrs Road
				8-C	2400	40 Mtrs. Road
				8-D	1810	Truck Term.
7th	221	104	11	11-A	20	60 Mtrs Road
				11-C	870	40 Mtrs. Road
8th	217	109	29	29-A	40	60 Mtrs Road
				29-B-2	10	Amenity Space

				29-C	1350	Truck Terminal
				29-D	40	40 Mtrs. Road

(gg) By a Deed of Confirmation dated 26/06/2018 (hereinafter referred to as the said Third DOC") executed between the Promoters therein referred to as the party of the first part and Mr. Dravesh Narayan Bhoir & Mr. Deepesh Narayan Bhoir therein referred to as the party of the second part, the party of the second part confirmed the said Seventh Agreement, the said Eighth Agreement, the said Tenth POA, the said Eleventh POA and all other incidental documents executed in respect of the said Sixth Plot. The said Third DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9703/2018;

(hh) Pursuant to the said Third DOC, Mr. Dravesh Narayan Bhoir and Mr. Deepesh Narayan Bhoir executed Power of Attorney of even date (hereinafter referred to as "the said Fifteenth POA") in favour of the persons nominate by the Promoters in order to enable them to do all acts, deeds, matters & things in respect of the said Sixth Plot as contained therein. The said Fifteenth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.9704/2018;

(ii) Following litigations were initiated in respect of the said Second Plot to said Eighth Plot:

(jj) MS. MANISHA JADHAV BHOIR (hereinafter referred to as "the said Manisha") & 3 others filed Regular Civil Suit bearing No.518/2005 in the Court of the Civil Judge (S.D.) Thane at Thane (hereinafter referred to as 'the said First Suit') against the said Yenabai & others and the said Narayan and others for partition, declaration and injunction under S.39, Rule 1 & 2 r/w S.94 & 151 of CPC on 20/09/2005 in respect of the said Second Plot to the said Eight Plots (hereinafter referred to as 'the suit properties') alongwith other properties. The Hon'ble 13th Joint Civil Judge (J.D.), Thane at Thane vide its order dated 28/08/2007, were pleased to allow the application of the Plaintiff and restrain the Defendants therein by an Order of Injunction from transferring and creating any third party interest, encumbrances, lien or charge over the properties more particularly described in the Schedule – II of the exhibit 65 which includes the said Fifth Plot. In pursuance of the arrangement arrived at and recorded in the Agreement dated 27/10/2015 r/w an even dated Power of Attorney, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.9708/2015 & 9710/2015 respectively, made between the Promoters and the said Manisha & three others, the said Manisha & three others submitted Purshis dated 30/10/2015 stating that they do not wish to press their claim with respect to the suit properties and further the order of injunction relating to the said Fifth Plot be treated as vacated. The said Manisha & 3 others again made an amendment application on 12/01/2016 below Exhibit 111 requesting the Hon'ble Court to exclude the suit Properties from the subject matter of the said First Suit and in pursuance thereof obtained order dated 04/02/2016 from the Hon'ble 13th Joint Civil Judge (J.D.), Thane.

(kk) One Mr. Joseph Duming Pereira and 4 others (hereinafter referred to as 'the said Pereira's') had filed a Regular Civil Suit bearing No.344/2008 (hereinafter referred to as 'the said Second Suit') in the Court of the Civil Judge (J.D.) Thane at Thane against the said Yenabai & others and the said Narayan and others alongwith the Corporation for Simplicitor injunction in respect of land bearing S. No.220/1 out of the said Fifth Plot and the said Seventh Plot alongwith another property. The Hon'ble Civil Judge (J.D.) vide its judgment dated 17/08/2013, was pleased to dismiss the said civil suit. Being aggrieved by the said judgment, the said Pereira's have filed Civil Appeal bearing No.217/2013 in District Court at Thane and the same Civil Appeal is also dismissed vide order dated 29/03/2017.

(ll) The said Narayan expired on 25/05/2017 leaving behind him two sons being Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir, and one daughter being Mrs. Kamini Bhimrao Mhatre 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.

(mm) The said Yenabai & others alongwith Mr. Dravesh Narayan Bhoir, Mr. Deepesh Narayan Bhoir and Mrs. Kamini Bhimrao Mhatre are hereinafter referred to as **“the said Third Owners”** and are the co-owners of the said Second Plot to the said Eighth Plot.

(4) (a) One Shri Hari Ramji Nagalkar (hereinafter referred to as 'the said Hari') was cultivating the property being land bearing Old Survey No. 221, New Survey No.104 Hissa No.7, admeasuring 3020 sq. mtrs., (hereinafter referred to as 'the said Ninth plot') and Old Survey No.217, New Survey No.109 Hissa No.30/1, admeasuring 8700 sq. mtrs. situate lying and being at village Bhayenderpada (old village Owale), Taluka and District Thane (hereinafter referred to as 'the said Tenth plot') and more particularly described Firstly in the Fourth Schedule hereunder written and accordingly became entitled to the status of protected tenant in accordance with the provisions of the Tenancy Act.

(b) The said Hari died intestate on 19/06/1999 leaving behind him, his wives Smt. Janabai Hari Nagalkar (hereinafter referred to as 'the said Janabai'), Smt. Mathurabai Hari Nagalkar (hereinafter referred to as 'the said Mathurabai') and one son Shri Kamalakar Hari Nagalkar, as his only legal heirs in accordance with the provisions of the Hindu Succession Act under which he was governed at the time of his death.

(c) In the above premises, the said Janabai, the said Mathurabai and Shri Kamalakar Hari Nagalkar (hereinafter referred to as 'the said Kamalakar'), became entitled to the said Ninth and Tenth plot.

(d) By an Order bearing No. ULC/TA/TE. No.7 / VADAVLI/ SR / 298 + 97 dated 08/02/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the said Janabai, the said Mathurabai and the said Kamalakar to be surplus land holders to the extent of 1915.50 sq. mtrs. out of the total holdings of the said Janabai, the said Mathurabai and the said Kamalakar which includes the said Ninth plot to the extent of 1605 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.

(e) By Order bearing No.ULC/TA/ATP/W.S.H.S.20/S.R.-1739 dated 12/02/2007, the Addl. Collector & Competent Authority, Thane Urban Agglomeration exempted the aforesaid surplus land to the extent of 1829 sq. mtrs. which also includes portion of the said Ninth plot in accordance with the provisions of the Section 20 of the Ceiling Act subject to the terms and conditions therein contained.

(f) By a Development Agreement dated 31/07/2007 r/w Supplementary Agreement dated 03/05/2010 (hereinafter collectively referred to as 'the said Tenth Agreement') executed by and between the Promoters therein referred to as the Developer of the First Part and the said Janabai, the said Mathurabai and the said Kamalakar therein referred to as the Owners of the Second Part & Smt. Chandrakala KamalakarNagalkar, Pawan Kamalakar Nagalkar & Prashant Kamalakar Nagalkar (hereinafter referred to as "the said Chandrakala & others") therein referred to as the Confirming Party of the third Part, the Owners therein, with the consent and knowledge of the Confirming Party therein, granted to the Developers therein and the Developers therein acquired from the Owners therein the development rights for and in respect of the portion admeasuring 1605 sq. mtrs. out of the said Ninth plot at or for the consideration and upon the terms and conditions therein contained. The said Tenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5633/2007 & 4772/2010 respectively;

(g) Pursuant to the said Tenth Agreement, the Owners alongwith the Confirming Party therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Sixteenth POA') in favour of the said Naresh and the said Suresh being the then partners of the Promoters, in order to enable them to do all acts, deeds, matters and things for and in respect of the portion admeasuring 1605 sq. mtrs. out of the said Ninth plot. The said Sixteenth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.681/2007.

(h) By another Development Agreement dated 04/04/2008 (hereinafter referred to as 'the said Eleventh Agreement') executed by and between the Promoters therein referred to as the Developers of the One Part and Hari Ramji Nagalkar (HUF) through its karta and manager alongwith the said Janabai, the said Mathurabai and the said Kamalakar 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 portion admeasuring 1415 sq. mtrs. out of the said Ninth plot at or for the consideration and upon the terms and conditions therein contained. The said Eleventh Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2900/2008;

(i) Pursuant to the said Eleventh Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Seventeenth POA') in favour of the said Naresh and the said Suresh being the then partners of the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the portion admeasuring 1415 sq. mtrs. out of the said Ninth plot. The said Seventeenth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.398/2008.

(j) The said Janabai expired intestate on 30/08/2008 leaving behind her one son being the said Kamalakar and the said Mathurabai (unless referred individually the said Kamalakar and the said Mathurabai are hereinafter referred to as **"the said fourth Owners"**) 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;

(k) By Order bearing No.TD/Te-6/KUV/V.P./S.R.-130/2009 dated 17/04/2009 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Mathurabai and the said Kamalakar have been permitted to develop the said Ninth plot subject to the terms and conditions contained therein.

(l) By Substituted Power of Attorney dated 26/08/2010 (hereinafter referred to as 'the Eighteenth POA') the said Naresh & Suresh, the retiring partners of the Promoters substituted the powers conferred upon them by Fourteenth POA and Fifteenth POA in respect of the said Ninth plot in favour of Shri Yogesh Chandegala and Shri Purvesh Sarnaik being the continuing partners of the Promoters. The said Eighteenth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.789/2010.

(m) By a Development Agreement dated 29/11/2007 r/w Supplementary Agreement dated 14/04/2010 (hereinafter collectively referred to as 'the said Twelfth Agreement') executed by and between the Promoters therein referred to as the Developers of the First Part and the said Janabai, the said Mathurabai and the said Kamalakar therein referred to as the Owners of the Second Part and the said Chandrakala & others therein referred to as the Confirming Party of the Third Part, the Owners therein, with the consent and knowledge of the Confirming Party 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 Tenth plot at or for the consideration and upon the terms and conditions therein contained. The said Twelfth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8823/2007 on 29/11/2007 & 4771/2010 on 03/05/2010 respectively;

(n) Pursuant to the said Twelfth Agreement, the Owners and the Confirming Party therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Nineteenth POA') in favour of the said Naresh and the said Suresh being the then partners of the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the Tenth plot. The said Nineteenth POA is registered with the Sub-Registrar of Assurances at Thane under Sr. No.1196/2007.

(o) By Order bearing No.TD/Te-6/KUV/V.P./S.R.-374/2009 dated 23/11/2009 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Mathurabai and the said Kamalakar have been permitted to develop the said Tenth plot subject to the terms and conditions contained therein.

(p) By Substituted Power of Attorney dated 26/08/2010 (hereinafter referred to as the Twentieth POA) the said Naresh & the said Suresh, the retiring partners of the Promoters substituted the powers conferred upon them by Eighteenth POA in respect of the said Tenth plot in favour of Shri Yogesh Chandegala and Shri PurveshSarnaik being the continuing partners of the Promoters. The said Twentieth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.787/2010.

(q) A portion admeasuring 2820 sq. mtrs. and 1960 sq. mtrs. out of the said Ninth Plot and Tenth Plot has been reserved for 60 Mtrs. wide D.P. Road respectively (hereinafter referred to as the said fourth reserved portion) and more particularly described secondly in the Fourth Schedule hereunder written as per the said Act for the said Corporation;

(r) Following litigations were initiated in respect of the said Ninth Plot and the said Tenth Plot:

(i) one Namdeo Damu Shinge through his legal heirs Smt. Raghubai Namdeo Shinge & 5 others (hereinafter referred to as "the legal heirs of Namdeo") has filed Revision Application before Addl. Commissioner, Kokan Division, Mumbai bearing No.Appeal/Desk/RTS/Revision/592/2012 against the order passed by Dy. Collector (Appeal), Thane in RTS/Admission-Appeal No.5/2012 dated 16/10/2012 and the Hon'ble Addl. Commissioner, Kokan Division, Mumbai has been pleased to dismiss the said Revision vide its order dated 15/06/2017 in respect of the said Ninth plot.

(ii) The legal heirs of Namdeo further filed Regular Civil Suit bearing No.556/2016 presently transferred to the file of Civil Judge (JD), Mira Bhayender and renumbered as Regular Civil Suit bearing No.953/2025 (hereinafter referred to as "the said Third Suit") against the said Mathurabai and the said Kamalakar in the court of Hon'ble Civil Judge Junior Division, Thane for declaration, injunction and partition of various suit properties mentioned therein which include the said Ninth Plot. The Promoters have filed intervention application for impleading the Promoters as a party defendant and the Hon'ble Court vide its order dated 17/04/2017 impleaded the Promoters as a party Defendant No.3 and the said Third Suit is pending. However no adverse order has been passed in respect of the said Ninth Plot.

(iii) The legal heirs of Namdeo further filed Special Civil Suit bearing No.635/2016 (hereinafter referred to as "the said Fourth Suit") against the Promoters, the said Mathurabai, the said Kamalakar & others in the court of Hon'ble Civil Judge Junior Division, Thane for declaration, injunction and cancellation of agreement of the properties mentioned therein which include the said Ninth Plot & the said Tenth Plot. The said Fourth Suit is pending and no adverse order against the Promoters has been passed in the said Fourth Suit.

(iv) The legal heirs of Namdeo further filed Special Civil Suit bearing No.640/2016 (hereinafter referred to as "the said Fifth Suit") against the Promoters, the said Mathurabai, the said Kamalakar and others in the court of Hon'ble Civil Judge Junior Division, Thane for declaration, injunction and cancellation of agreement of the properties mentioned therein which includes the said Ninth Plot & the said Tenth Plot. The said Fifth Suit is pending. However, no adverse order against the Promoters has been passed in the said Fifth Suit.

(v) The legal heirs of Namdeo further filed RTS Appeal bearing No.41/2017 (hereinafter referred to as "the said RTS Appeal") against the Promoters, the said Mathurabai, the said Kamalakar and his other family members, the Tahasildar, the Circle Officer and the Talathi in the court of Hon'ble Sub-Divisional Officer, Thane at Thane for cancellation of mutation entry No.847 recorded in respect of the said Tenth Plot alongwith separate application for condonation of delay. The said RTS Appeal is dismissed on 23/04/2018 against which the legal heirs of Namdeo has preferred RTS Appeal No.90/2018 before the Deputy Collector, Thane however on 05/01/2023 the Hon'ble deputy collector Thane dismissed the said appeal by confirming the Order passed by the SDO Thane in RTS Appeal No. 41/2017.

(vi) The legal heirs of Namdeo further filed RTS Appeal bearing No.42/2017 (hereinafter referred to as "the said Tenancy Appeal") against the Promoters, the said Mathurabai, the said Kamalakar and his other family members, the Tahasildar, the Circle Officer and the Talathi in the court of Hon'ble Sub-Divisional Officer, Thane at Thane for cancellation of order u/s.32G bearing No.75/2008 dated 24/11/2008 in respect of the said Ninth Plot alongwith separate application for condonation of delay. The said Tenancy Appeal is dismissed on 23/04/2018.

(vii) The legal heirs of Namdeo further filed RTS Appeal bearing No.294/2016 (hereinafter referred to as "the said second RTS Appeal ") against the Promoters as well as the said Mathurabai, the said Kamalakar and his other family members, the Tahasildar, the Circle Officer and the Talathi in the court of Hon'ble Sub-Divisional Officer, Thane at Thane for cancellation of mutation entry No.554, 84, 429, 954 recorded in respect of the properties mentioned therein which includes the said Ninth and the said Tenth Plot alongwith separate application for condonation of delay. The said RTS Appeal is dismissed on 23/04/2018 against which the legal heirs of Namdeo has preferred RTS Appeal No.93/2018 before the Deputy Collector, Thane. against which the legal heirs of Namdeo has preferred RTS Appeal No.93/2018 before the Deputy Collector, Thane however on 05/01/2023 the Hon'ble Deputy Collector Thane dismissed the said Appeal by confirming the Order passed by the SDO Thane in RTS Appeal no 294/2016.

(s) By a Supplementary Agreement dated 08/06/2016 (hereinafter referred to as "the said Third SA"), made and executed between the Promoters therein referred to as First Party of the one part, the said Mathurabai and the said Kamalakar therein referred to as the Second Party of the second part and the said Chandrakala & others therein referred to as the Confirming Party of the third part, the parties thereto modified the terms in respect of the consideration mentioned in the said Eleventh Agreement upon the terms and conditions therein contained. The said Third SA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6904/2016.

(t) By a Supplementary Agreement dated 08/06/2016 (hereinafter referred to as "the said Fourth SA"), made and executed between the Promoters therein referred to as First Party of the one part, the said Mathurabai and the said Kamalakar therein referred to as the Second Party of the second part and the said Chandrakala & others therein referred to as the Confirming Party of the third part, the parties thereto modified the terms in respect of the consideration mentioned in the said Twelfth Agreement upon the terms and conditions therein contained. The said Fourth SA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6903/2016.

(5) (a) One Shri Jana Padman Patil was the owner of and inter alia seized and possessed of all that piece and parcel of land bearing Old Survey No. 220 New Survey No.103 Hissa No.3 admeasuring 3970 sq. mtrs., situate lying and being at village Bhayenderpada (old Village Owale), Taluka and District Thane (hereinafter referred to as 'the said Third Larger Property') and more particularly described Firstly in the Fifth Schedule hereunder written by virtue of Sale Deed dated 30/10/1947.

(b) Shri Jana Padman Patil died intestate on 15/10/1990 leaving behind him three sons viz. Shri Soma Jana Patil (hereinafter referred to as "the said Soma"), Shri Bhaskar Jana Patil and Shri Janardan Jana Bhoir and seven daughters viz; Smt. Gajrabai Lakhshman Divekar, Smt. Kalpana Motiram Patil, Smt. Yashodha Bharat Thakur, Smt. Kashibai Govind Patil, Smt. Barkibai Ramchandra Thakur, Smt. Thakibai Maruti Patil (hereinafter referred to as the said Bhaskar & others) & Smt. Motibai Tukaram Bhoir since deceased, her heirs – daughters, Smt. Bamubai Gajannan Karbhari (hereinafter referred to as "the said Bamubai") and Smt. Chhaya Vishwas Thakur alias Patil (hereinafter referred to as "the said Chhaya") and four sons being Shri Vinayak (hereinafter referred to as "the said Vinayak"), Shri Pandharinath (hereinafter referred to as "the said Pandharinath") Shri Dattu (hereinafter referred to as "the said Dattu") and Vasudev Tukaram Bhoir (hereinafter referred to as 'the said Vasudev') 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.

(c) By an Order bearing No. ULC/TA/TE.-6/Owale/SR/240 dated 29/10/1997, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared the pre-deceaseds of said Soma & others to be surplus land holders to the extent of 19,358 sq. mtrs., out of the total holdings of the heirs of the said Jana which includes the said Third Larger Property to the extent of 3890 sq. mtrs. under the provisions of the Section 8(4) of the Ceiling Act subject to the terms and conditions therein contained.

(d) The said Vasudev died intestate on 08/10/2002 leaving behind him his widow Smt. Shobha Vasudev Bhoir, two sons Master Anil Vasudev Bhoir, Master Nitesh Vasudev Bhoir & one daughter Miss Rajeshri Vasudev Bhoir (hereinafter collectively referred to as "the legal heirs of said Vasudev ") 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.

(e) The said Dattu died intestate leaving behind him his widow Smt. Barkubai and one son Shri Dharmendra (hereinafter referred to as "the legal heirs of said Dattu") 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.

(f) The said Bamubai, the said Chhaya, the said Vinayak, the said Pandharinath, the legal heirs of Dattu and the legal heirs of Vasudev are hereinafter collectively referred to as "the legal heirs of said Motibai".

(g) In the aforesaid premises the said Bhaskar & others and the legal heirs of said Motibai became entitled to the said Third Larger Property.

(h) By a Development Agreement dated 31/07/2007 (hereinafter referred to as 'the said Thirteenth Agreement') executed by and between the Promoters therein referred to as the Developers of the One Part and Shri Jana Padman Patil HUF, through its Karta and Manager, Shri Soma Jana Patil alongwith Shri Bhaskar Jana Patil, Shri Janardan Jana Patil, Smt. Yashoda Bharat Thakur from the said Bhaskar & others alongwith their family members 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 Third Larger Property, at or for the consideration and upon the terms and conditions therein contained. The said Thirteenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5667/2007 on 01/08/2007.

(i) Pursuant to the said Thirteenth Agreement, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty First POA') in favour of the said Naresh and the said Suresh the then partners of the Promoters therein in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Third Larger Property as contained therein. The said Twenty First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.832/2007 on 01/08/2007.

(j) By a Deed of Confirmation/Consent dated 07/11/2007 (hereinafter referred to as 'the said Fourth DOC '), executed by and between the Promoters therein referred to as the Developers of the One Part and Smt. Thakibai Maruti Patil, Smt. Gajrabai Laxman Divekar, Smt. Kalpana Motiram Patil, Smt. Kashibai Govind Patil, Smt. Barkibai Ramchandra Thakur and the legal heirs of Motibai therein referred to as the Owners of the other Part, the Owners therein confirmed and consented to the execution of the said Thirteenth Agreement and the said Twenty First POA executed in respect of the said Third Larger Property upon the terms as contained therein. The said Fourth DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8315/2007.

(k) Pursuant to the said Fourth DOC, the Owners therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Second POA") in favour of the said Naresh and the said Suresh the then partners of 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 Third Larger Property as contained therein. The said Twenty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 1135/2007.

(l) by a Deed of Confirmation/Consent dated 22/08/2007 (hereinafter referred to as 'the said Fifth DOC'), executed by and between the Promoters therein referred to as the Developers of the One Part and Smt. Jayali Sanjay Bhoir (hereinafter referred to as 'the said Jayali') therein referred to as the Owner of the Other Part, the Owner therein confirmed and consented to the execution of the said Thirteenth Agreement and the said Twenty First POA executed in respect of the said Third Larger Property upon the terms as contained therein. The said Fifth DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6225/2007.

(m) Pursuant to the said Fifth DOC, the Owner therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Third POA") in favour of the said Naresh and the said Suresh the then partners of 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 Third Larger Property as contained therein. The said Twenty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 910/2007.

(n) by a Deed of Confirmation/Consent dated 13/05/2010 (hereinafter referred to as 'the said Sixth DOC'), executed by and between the Promoters therein referred to as the Purchasers of the One Part and Smt. Kalpana Raghunath Patil alias Smt. Seema Anant Joshi (hereinafter referred to as 'the said Kalpana') therein referred to as the Party of the Second Part of the Other Part, the party of the second part therein confirmed and consented to the execution of the said Thirteenth Agreement and the said Twenty First POA executed in respect of the said Third Larger Property upon the terms as contained therein. The said Sixth DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5219/2010.

(o) Pursuant to the said Sixth DOC, the party of the second part therein executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Fourth POA") in favour of the said Naresh and the said Suresh the then partners of 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 Third Larger Property as contained therein. The said Twenty Fourth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.447/2010.

(p) The said Soma filed Writ Petition bearing No.4324/2008 on 28/02/2008 in the Hon'ble High Court, Civil Appellate Jurisdiction, against the Competent Authority, ULC, against the proceedings initiated by the Competent Authority under Sec.10(1) & 10(3) of the ULC Act in the wake of repeal of the ULC Act. In the said petition, the Hon'ble High Court was pleased to allow the said petition in favour of the Petitioner therein vide their order dated 30/03/2009.

(q) By Substituted Power of Attorney dated 16/10/2010 (hereinafter referred to as 'the Twenty Fifth POA') the said Naresh & the said Suresh, the retiring partners of Promoters

substituted the powers conferred upon them by 'the said Twenty First POA to the said Twenty Fourth POA in respect of the said Third Larger Property in favour of the Shri Yogesh Kishore Chandegala and Shri Purvesh Pratap Sarnaik, the continuing partners of the Promoters. The said Twenty Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.935/2010.

(r) The said Soma expired on 03/03/2017 leaving behind him his widow Smt. Shantibai Soma Patil, one daughter Mrs. Hemlata Dashrath Mhatre and two sons Shri Sandeep Soma Patil and Shri Dayanand Soma Patil (hereinafter referred to as "the said legal heirs of Soma") as his legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

(s) The said Vinayak (s/o Motibai Tukaram Patil) expired on 26/12/2019 leaving behind him his widow Smt. Thakabai Vinayak Bhoir, two sons Shri Sandeep Vinayak Bhoir, Shri Jeevan Vinayak Bhoir and one daughter Mrs. Rekha Manohar Patil (hereinafter referred to as "the said legal heirs of Vinayak") as his legal heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

(t) The said Bhaskar & others, the legal heirs of said Motibai, the legal heirs of Soma and legal heirs of Vinayak unless referred individually are hereinafter referred to as "**the said Fifth Owners**" and co-owners of the said Third Larger Property;

(u) As per the said Act for the said Corporation, the portion admeasuring 970 sq. mtrs. out of the said Third Larger Property has been reserved for 40 Mtrs. wide D.P. Road (hereinafter referred to as "the said fifth reserved portion") and more particularly described secondly in the Fifth Schedule hereunder written and an portion admeasuring 2150 sq.mtrs. out of the said Third Larger Property is reserved for Amenity Open Space which more particularly described fourthly in the Fifth Schedule hereunder written.

(6) (a) One Shri Barkya Lolya Bhoir (hereinafter referred to as 'the said Barkya') was the owner inter alia seized and possessed of all that piece and parcel of land bearing Old Survey No. 220 New Survey No.103 Hissa No.5B admeasuring 980 sq. mtrs., situate lying and being at village Bhayenderpada (old village Owale), Taluka and District Thane (hereinafter referred to as 'the said Eleventh Plot ') and the said Barkya and Shri Laxman Lolya Bhoir (hereinafter referred to as "the said Laxman") were the owners inter alia seized and possessed of all that piece and parcel of land bearing Old Survey No.217, New Survey No.109, Hissa No.34 admeasuring 1350 sq. mtrs., situate lying and being at village Bhayenderpada (old village Owale), Taluka and District Thane (hereinafter referred to as 'the said Twelfth Plot'). The Eleventh Plot and the Twelfth Plot are more particularly described firstly in the Sixth Schedule hereunder written.

(b) The said Laxman died intestate in 1947 leaving behind him his widow Smt. Kondibai Laxman Bhoir (hereinafter referred to as "the said Kondibai") and two sons viz.ShriShantaram Laxman Bhoir& Shri Rajaram Laxman Bhoir as his only legal heirs and as such they became entitled to half undivided share of the said Laxman in the said Twelfth Plot.

(c) The said Barkya died intestate in or about 1967 and his wife Smt. Hendribai Barkya Bhoir also died in the year 1971, leaving behind them, one son Shri Shinvar Barkya Bhoir (hereinafter referred to as 'the said Shinvar') and one daughter Smt. Girjabai Laxman Thakur (hereinafter referred to as 'the said Girjabai ') as his legal heirs and as such became the owner of the said Eleventh Plot and entitled to the ½ undivided share in the said Twelfth Plot.

(d) The said Shinvar died intestate leaving behind him his two widows Smt. Sitabai Shanivar Bhoir (hereinafter referred to as "the said Sitabai") and Mrs. Mankibai Shinvar Bhoir, six sons viz. Mr. Chandrakant Shinvar Bhoir, Mr. Parshuram Shinvar Bhoir, Mr. Rajesh Shinvar Bhoir, Mr. Vishnu Shinvar Bhoir, Mr. Vasant Shinvar Bhoir, Shri Rohidas Shinvar Bhoir (hereinafter referred to as "the said Rohidas"), and 5 daughters Smt. Rukhmini Jayram Kasar, Smt. Meena Anil

Bhoir, Smt. Manjula PurshottamVartak, Smt. Malti Ramakant Bhoir, Smt. Jayabai Vikas Bhoir (except Rohidas, all other legal heirs of Shinvar are hereinafter referred to as "the said Mankibai & others") as his legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

(e) The said Rohidas died intestate on 04/03/1997, leaving behind his wife and children viz. Smt. Sundrabai Rohidas Bhoir, Mr. Ratnakar RohidasBhoir, & Miss Nirmala Rohidas Bhoir (hereinafter referred to as "the legal heirs of said Rohidas") 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.

(f) In the aforesaid premises the said Girijabai, the said Sitabai, the said Sitabai, the said Mankibai& others and the legal heirs of said Rohidas became the co-owners of the said Eleventh Plot as well as in the half undivided share in the said Twelfth Plot.

(g) The said Sitabai died on 14/03/2001 leaving behind her, the said Mankibai & others and the legal heirs of said Rohidas 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.

(h) The said Kondibai w/o the said Laxman also died intestate on 13/06/2009 leaving behind only two sons Shri Shantaram Laxman Bhoir& Shri Rajaram Laxman Bhoir 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 and as such became entitled to half undivided share in the said Twelfth Plot.

(i) By a Release Deed dated 11/12/2009 (hereinafter referred to as 'the said RD") executed by and between the said Girijabai therein referred to as the Releasers of the One Part and the said Mankibai & others (save and except the said MankibaiShinvarBhoir) therein collectively referred to as the Releasees of the Other Part, the Releaser therein released and relinquished her undivided share, right, title, interest in the said Eleventh Plot as well as in the half share of the said Twelfth Plot in favour of the Releasees upon the terms and conditions therein contained. The said RD is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.11116/2009.

(j) In the aforesaid premises, the said Mankibai & others and the legal heirs of the said Rohidas became the co-owners of the said Eleventh Plot (unless referred individually are hereinafter referred to as "**the said Sixth Owners**"). Likewise, Shri Shantaram Laxman Bhoir & Shri Rajaram Laxman Bhoir alongwith the said Mankibai & others and the legal heirs of the said Rohidas became co-owners in respect of their respective half undivided share in the said Twelfth Plot.

(k) By a Development Agreement dated 11/12/2009 (hereinafter referred to as 'the said Fourteenth Agreement') executed by and between the Promoters therein referred to as the Developers of the One Part and the said Mankibai & others alongwith the legal heirs of the said Rohidas 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 Eleventh Plot alongwith the half undivided share in the said Twelfth Plot at or for the consideration and upon the terms and conditions therein contained. The said Fourteenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.11138/2009;

(l) Pursuant to the said Fourteenth Agreement, the said Mankibai & others alongwith the legal heirs of the said Rohidas executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Sixth POA") in favour of the said Naresh and the said Suresh the then partners of the 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 Plot alongwith the half undivided share in the said Twelfth Plot as contained therein. The said Twenty Sixth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.636/2009.

(m) By an Agreement for Sale dated 28/10/2009 (hereinafter referred to as the “said Fifteenth Agreement”) made between the Promoters therein referred to as the Developers of the one part and Shri Shantaram Laxman Bhoir & Shri Rajaram Laxman Bhoir alongwith their family members 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 their share, right, interest, title and claim whatsoever in respect of their undivided half share in the said Twelfth Plot alongwith the another property at and for consideration and upon the terms and conditions therein contained. The said Fifteenth Agreement is duly registered with the office of Sub-Registrar of Assurances at Thane under serial No. 9988/2009;

(n) Pursuant to the said Fifteenth Agreement, the Owners therein also executed a Power of Attorney of even date (hereinafter referred to as "the said Twenty Seventh POA") in favour of the said Naresh and the said Suresh the then partners of the Promoters in order to enable them to carry out the development of their undivided half share in the said Twelfth Plot. The said Twenty Seventh POA is registered with the office of Sub-Registrar of Assurances at Thane under serial No. 525/2009

(o) A portion admeasuring 160 sq. mtrs. out of the said Eleventh Plot has been reserved for 40 Mtrs. wide D.P. Road respectively (hereinafter referred to as “the said Sixth reserved portion”) and more particularly described Secondly in the Sixth Schedule hereunder written as per the said Act for the said Corporation;

(p) By Substituted Power of Attorney dated 16/10/2010 (hereinafter referred to as ‘the Twenty Eighth POA’) the said Naresh & the said Suresh, the retiring partners of Promoters substituted the powers conferred upon them by 'the said Twenty Sixth POA and the said Twenty Seventh POA in respect of the said Eleventh Plot and the said Twelfth Plot in favour of the Shri Yogesh Kishore Chandegala and Shri Purvesh Pratap Sarnaik continuing partners of the Promoters. The said Twenty Eighth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.934/2010.

(q) Shri Shantaram Laxman Bhoir expired on 27/11/2024 leaving behind him his widow Smt. Sitabai Shantaram Bhoir, three sons Shri Naresh Shantaram Bhoir, Shri Hemanand Shantaram Bhoir, Shri Devanand Shantaram Bhoir and four daughters Smt. Krushnibai Kiran Patil, Smt. Chandrakala Kamlakar Nagalkar, Smt. Sulochana Arun Bhalekar and Smt.Nayna Avinash Bhoir (hereinafter referred to as “the legal heirs of Shantaram”) as his only legl heirs in accordance with the provisions of Hindu Succession Act, by which he was governed at the time of his death.

(r) In the aforesaid premises Shri Rajaram Laxman Bhoir, the legal heirs of Shantaram alongwith the said Mankibai & others and the legal heirs of the said Rohidas became co-owners (unless referred individually are hereinafter referred to as “**the said Seventh Owners**”)in respect of their respective half undivided share in the said Twelfth Plot

(7) (a) One Smt. Gangubai Ramji Patil (hereinafter referred to as 'the said Gangubai') was cultivating the property being land bearing Old Survey No. 220 New Survey No.103 Hissa No.4 admeasuring 2050 sq. mtrs., (hereinafter referred to as "the said Thirteenth Plot") and more particularly described Firstly in the Seventh Schedule hereunder written and Old SurveyNo. 219 New Survey No.102 Hissa No. 2-A (now renumbered as Survey No.102, Hissa No.2C), admeasuring 2450 sq.mtrs., (hereinafter referred to as "the said Fourteenth Plot") and more particularly described in Secondly respectively in the Seventh Schedule hereunder written situate lying and being at village Bhayenderpada (old village Owale), Taluka and District Thane and accordingly became entitled to the status of protected tenant under the Tenancy Act.

(b) The said Gangubai died intestate on 03/06/1987 leaving behind her three daughters Smt. Anandibai Ragho Tangdi (hereinafter referred to as 'the said Anandibai'), Smt. Shantabai Damodar Bhoir (hereinafter referred to as 'the said Shantabai') and Smt.Yamunabai Gajanan Chaudhari (hereinafter referred to as 'the said Yamunabai') as her only legal heirs in accordance with the provisions of the Hindu Succession Actby which she was governed at the time of her death.

(c) The said Yamunabai died intestate on 22/01/2002, leaving behind her, three sons Shri Keshav Gajanan Chaudhari, Shri Dinkar Gajanan Chaudhari and Shri Ganesh Gajanan Chaudhari and four married daughters Smt. Nirabai Chintaman Mhatre, Smt. Yesubai Chander Daki and Smt. Ladhkubai alias Laxmi Tulsiram Gavde (hereinafter collectively referred to as "the said Keshav & 5 others") and Smt. Renuka Chandrakant Bhoir, (hereinafter collectively referred to as "the said Renuka") 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.

(d) By a Release Deed dated 04/04/2007 (hereinafter referred to as 'the said RD dated 04/04/2007') executed by and between the said Shantabai and the said Keshav & 5 others therein referred to as the Releasors of the One Part and the said Anandibai therein referred to as the Releasee of the Other Part, the Releasors therein released and relinquished their undivided share, right, title, interest in the said Thirteenth Plot in favour of the Releasee upon the terms and conditions therein contained. The said RD dated 04/04/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2245/2007.

(e) The said Renuka due to some unavoidable circumstances was unable to personally execute the said RD dated 04/04/2007 and hence, by a Deed of Confirmation/Consent dated 13/10/2008 (hereinafter referred to as 'the said Seventh DOC'), executed by and between the said Anandibai therein referred to as the Releasee of the One Part and the said Renuka therein referred to as the Releasors of the Other Part, the Releasors therein released and relinquished her right title and interest whatsoever in respect of the said Thirteenth Plot and also confirmed and consented to the execution of the said RD dated 04/04/2007 upon the terms as contained therein. The said Seventh DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8042/2008;

(f) In the above premises, the said Anandibai solely became entitled to the said Thirteenth Plot.

(g) By an Agreement for Sale dated 31/07/2010 (hereinafter referred to as 'the said Sixteenth Agreement') executed by and between the Promoters therein referred to as the Purchasers of the One Part and the said Anandibai, Shri Vishwanath RaghoTangdi alongwith Mr. Harishchandra Ragho Tangdi, Shri Motiram RaghoTangdi, Shri Ganesh RaghoTangdi, Smt. Sumita Kashinath Patil therein referred to as the Owners of the Other Part, the Owners therein agreed to sell, transfer and assign to the Purchasers therein and the Purchasers therein agreed to purchase from the Owners therein the said Thirteenth Plot at or for the consideration and upon the terms and conditions therein contained. The said Sixteenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8328/2010.

(h) Pursuant to the said Sixteenth Agreement, the said Anandibai, Shri Vishwanath Ragho Tangdi, alongwith Mr. Harishchandra Ragho Tangdi, Shri Motiram Ragho Tangdi, Shri Ganesh Ragho Tangdi, Smt. Sumita Kashinath Patil executed a Power of Attorney of even date (hereinafter referred to as 'the said Twenty Ninth POA') in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Thirteenth Plot as contained therein. The said Twenty Ninth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.672/2010.

(i) By Order bearing No.TD/Te-6/KU/V.P./S.R.-114/2011 dated 16/10/2011 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the Tenancy Act, the said Anandibai, Shri Vishwanath RaghoTangdi and Mr. Harishchandra RaghoTangdi, Shri Motiram RaghoTangdi, Shri Ganesh RaghoTangdi, Smt. Sumita Kashinath Patil have been permitted to develop the said Thirteenth Plot subject to the terms and conditions contained therein.

(j) By a Development Agreement dated 05/04/2007 (hereinafter referred to as 'the said Seventeenth Agreement') made between the said firm therein referred to as the Developers of the one part and the said Anandibai, the said Shantabai and the said Keshav & 5 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 & in respect of the said Fourteenth Plot at or for consideration & upon the terms & conditions therein contained. The said Seventeenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.2246/2007 on 20/04/2007.

(k) Pursuant to the said Seventeenth Agreement, the said Anandibai, the said Shantabai and the said Keshav & 5 others executed even dated Power of Attorney (hereinafter referred to as 'the said Thirtieth POA') in favour of the person nominated by the said firm in order to enable them to do all acts, deeds, matters & things in respect of the said Fourteenth Plot as contained therein. The said Thirtieth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.342/2007 on 20/04/2007.

(l) In the aforesaid premises the said firm became entitled to develop the said Fourteenth Plot.

(m) By an under the said Eighth Agreement, made and executed between the said firm therein referred to as the Assignors of the one part, the said Yenabai& others, the said Narayan alongwith Smt. Kamini Bhimrao Mhatre through their C.A. Shri Ramesh Bhekre therein referred to as the First Confirming Party of the second part, the said Anandibai, the said Shantabai and the said Keshav & 5 others, through their C.A. Shri Ramesh Bhekre therein referred to as the Second Confirming Party of the third part and the Promoters herein therein referred to as the Assignees of the fourth part, the Assignors with the consent and knowledge of the First and Second Confirming Party therein, assigned the development rights of the said Fourteenth Plot alongwith the another property alongwith the benefits and advantages of the Agreements mentioned therein to the Assignees therein at and for consideration and upon the terms and conditions therein contained.

(n) Pursuant to the said Eighth Agreement, the said firm executed the said Twelfth POA in favour of the persons nominated by Promoters in order to enable them to do all acts, deeds, matters & things in respect of the said Fourteenth Plot alongwith another property as contained therein.

(o) The said Shantabai Bhoir died intestate on 28/06/2012, leaving behind her four sons viz. Shri Baban Damodar alias Shreepat Bhoir, Shri Devram Damodar alias Shreepat Bhoir, Shri Suresh Damodar alias Shreepat Bhoir, Shri Pandit Damodar alias Shreepat Bhoir (hereinafter referred to as "the said Pandit"), and three married daughters viz. Smt. Geetabai Prakash Patil, Smt. Indrayani Naresh Bhoir, 8) Smt. Ramabai Nakul Patil (except the said Pandit all other legal heirs of said Shantabai are hereinafter referred to as "the said legal heirs of the said Shantabai Bhoir") as her only heirs in accordance with the provisions of Hindu Succession Act by which she was governed as the time of her death.

(p) By a Deed of Confirmation dated 19/12/2013 (hereinafter referred to as "the said Eighth DOC"), made and executed between the Promoters therein referred to as the party of the First Part, the said Pandit, the legal heirs of the said Shantabai therein referred to as the party of the Second Part, the said Anandibai& her family members & the said Keshav & 5 others therein referred to as the Confirming Party No.1 of the said Third Part and the said firm therein referred to as the Confirming Party No.2 of the said Fourth Part, the party of the Second Part confirmed the said RD dated 04/04/2007, the said Seventh DOC, the Eighth Agreement, the said Sixteenth Agreement, the said Seventeenth Agreement, the said Twelfth POA, the said Twenty Ninth POA, the said Thirtieth POA, alongwith the other documents executed in respect of the said Sixth Plot, the said Thirteenth Plot and the said Fourteenth Plot upon the terms and conditions therein contained. The said Eighth DOC is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.79/2014;

(q) in pursuance of the said Eighth DOC, the said Pandit and the legal heirs of the said Shantabai also executed Power of Attorney of even date (hereinafter referred to as "the said Thirty First POA") in favour of the persons nominated by the Promoters to enable them to do all acts,

deeds, matters and things in respect of the said Thirteenth and the said Fourteenth Plot as contained therein. The said Thirty First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.80/2014;

(r) By a Deed of Confirmation dated 28/11/2013 (hereinafter referred to as "the said Ninth DOC") made and executed between the Promoters therein referred to as the First Party of the one part, Shri Ganesh RaghoTangdi therein referred to as the Second Party of second part and the said firm therein referred to as the Confirming Party of the third part, the Second Party with the consent and knowledge of the Confirming Party therein, confirmed and consented to the execution of said Eighth Agreement, the said Seventeenth Agreement, the said Twelfth POA, the said Thirtieth POA and other documents executed in respect of the said Fourteenth Plot upon the terms and conditions therein contained. The said Ninth DOC is registered with the office of Sub-Registrar of Assurances, under Sr.No.8668/2013.

(s) in pursuance of the said Ninth DOC, Shri Ganesh RaghoTangdi also executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Second POA") in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things in respect of the said the said Fourteenth Plot as contained therein. The Thirty Second POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8669/2013;

(t) By a Supplementary Agreement dated 31/12/2013 (hereinafter referred to as "the said Fifth SA"), made and executed between the Promoters therein referred to as First Party of the one part and the said Anandibai and her family members therein referred to as the Second Party of the second part, the parties thereto modified the consideration clause of the said Sixteenth Agreement upon the terms and conditions therein contained. The said Fifth SA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.162/2013

(u) The said Vishwanath expired on 23/11/2015 leaving behind him his widow Smt. Kundabai Vishwanath Tangdi, two sons viz. Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi and one daughter, Mrs. Reshma Anil Naik 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.

(v) The said Anandibai expired on 03/12/2015 leaving behind her Mr. Harishchandra RaghoTangdi, Shri Motiram RaghoTangdi, Shri Ganesh RaghoTangdi, Smt. Sumita Kashinath Patil, Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi,, Smt. Kundabai Vishwanath Tangdi, Mrs. Reshma Anil Naik (unless referred individually all are hereinafter referred to as "**the said Eighth Owners**") 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 became the co-owners of the said Thirteenth Plot.

(w) After the demise of the said Anandibai, the said Shantabai and the said Yamunabai, the said Nineth Owners, the said Keshave & 5 others and the legal heirs of said Shantabai (unless referred individually all are hereinafter referred to as "**the said Nineth Owners**") became the co-owners of the said Fourteenth Plot;

(x) By Deed of Confirmation dated 16/05/2016 (hereinafter referred to as "the said Tenth DOC") made and executed between the Promoters therein referred to as the First Party of the first part, Smt. Kundabai Vishwanath Tangdi, Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi and Mrs. Reshma Anil Naik therein referred to as the Second Party of the second part, the said firm therein referred to as the Confirming Party of the third part, the Second Party therein, with the consent and knowledge of the said Confirming Party therein, confirmed and consented to the said Eighth Agreement, the said Seventeenth Agreement, the said Twelfth POA, the said Thirtieth POA and all other documents executed in respect of the said Fourteenth Plot by the said Vishwanath & others upon the terms and conditions therein contained. The said Tenth DOC is registered with the office of Sub-Registrar of Assurances, under Sr.No.5782/2016;

(y) in pursuance of the said Tenth DOC, Smt. Kundabai Vishwanath Tangdi, Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi and Mrs. Reshma Anil Naik also executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Third POA") in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things in respect of the said the said Fourteenth Plot as contained therein. The Thirty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5783/2016;

(z) By Deed of Confirmation dated 16/05/2016 (hereinafter referred to as "the said Eleventh DOC") made and executed between the Promoters therein referred to as the First Party of the first part and Smt. Kundabai Vishwanath Tangdi, Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi and Mrs. Reshma Anil Naik therein referred to as the Second Party of the second part, the Second Party therein confirmed and consented to the said RD dated 04/04/2007, the said Seventh DOC, the said Sixteenth Agreement, the said Twenty Eighth POA, the said Sixth DOC, the said Thirteenth POA and the said Fifth SA and all other documents executed in respect of the said Thirteenth Plot by the said Vishwanath & others upon the terms and conditions therein contained. The said Eleventh DOC is registered with the office of Sub-Registrar of Assurances, under Sr.No. 5784/2016;

(aa) in pursuance of the said Eleventh DOC, Smt. Kundabai Vishwanath Tangdi, Mr. Sunil Vishwanath Tangdi, Mr. Sachin Vishwanath Tangdi and Mrs. Reshma Anil Naik also executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Fourth POA") in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things in respect of the said the said Thirteenth Plot as contained therein. The Thirty Fourth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5785/2016;

(bb) The said Pandit expired on 05/09/2017 leaving behind him his widow Smt. Sandhya Pandit Bhoir, one son Mast Aniket Pandit Bhoir and one daughter Miss Vinanti Pandit Bhoir (hereinafter referred to as "the legal heirs of said Pandit") as his only legal heirs in accordance with the provisions of the Hindu Succession Act, by which she was governed at the time of his death. As the said Pandit during his lifetime executed the said Eight DOC and had accepted the monetary consideration of his share, the said Eight DOC and all other documents executed in respect of the said Sixth Plot, the said Thirteenth Plot and the said Fourteenth Plot are binding on his legal heirs.

(cc) By Deed of Confirmation dated 12/07/2023 (hereinafter referred to as "the said Fourteenth DOC") made and executed between the Promoters therein referred to as the First Party of the first part and the legal heirs of said Pandit therein referred to as the Second Party of the second part, the Second Party therein confirmed and consented to the said Eighth Agreement, the said Seventeenth Agreement, the said Eighth DOC, the said Ninth DOC, the said Tenth DOC, the said Third POA, the said Twelfth POA, the said Thirteenth POA, the said Thirty Second POA and the said Thirty Third POA and all other documents executed in respect of the said Thirteenth Plot by the said Pandit upon the terms and conditions therein contained. The said Fourteenth DOC is registered with the office of Sub-Registrar of Assurances, under Sr.No. TNN-2-16817/2023;

(dd) in pursuance of the said Fourteenth DOC, the legal heirs of said Pandit also executed Power of Attorney of even date (hereinafter referred to as "the said Forty Sixth POA") in favour of the persons nominated by the Promoters to enable them to do all acts, deeds, matters and things in respect of the said the said Thirteenth Plot as contained therein. The Forty Sixth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. TNN-2-16818/2023;

(ee) A portion admeasuring 30 sq.mtrs. out of the said Thirteenth Plot is reserved for amenity space (hereinafter referred to as "the said Thirteenth Reserved Portion") and more particularly described Secondly in the Seventh Schedule hereunder written.

(ff) A portion admeasuring 2020 sq.mtrs. out of the said Thirteenth Plot and the said Fourteenth Plot are hereinafter collectively referred to as "the said Seventh Property" and more particularly described Thirdly in the Seventh Schedule hereunder written.

(8) (a) One Shri Narayan Gajanan Mastan (hereinafter referred to as "the said Mastan") during his life time was cultivating the land bearing Old Survey No.217 New Survey No. 109 Hissa No.30/4, admeasuring 9000 sq.mtrs. (hereinafter referred to as "the said Fourth Larger Property") and more particularly described Firstly in the Eighth Schedule hereunder written and Old Survey No.196 New Survey No. 99 Hissa No.1 area admeasuring 330 sq.mtrs., (hereinafter referred to as "the Fifth Larger Property") and more particularly described Secondly in the Eighth Schedule hereunder written, lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane .

(b) The said Mastan died intestate leaving behind him his widow Smt. Kamlibai Narayan Mastan, four sons viz. Shri Ravindra Narayan Mastan, Shri Vasudeo Narayan Mastan, Shri Kantilal Narayan Mastan, Shri Hemant Narayan Mastan and two daughters viz. Smt. Laxmi Narayan Mastan and Smt. Anita Anant Bhoir (hereinafter referred to as "**the said Tenth Owners**") as his only heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death and they were cultivating the said Fourth Larger property and the said Fifth Larger Property upon the expiry of the said Narayan and accordingly became entitled to the status of protected tenant under the provisions of the said Tenancy Act.

(c) By a Development Agreement dated 05/04/2006 (hereinafter referred to as "the said Eighteenth Agreement") made and executed between M/s. D. J. Traders Pvt. Ltd. (hereinafter referred to as "the said D.J.Traders") therein referred to as the Developer of the One Part and the said Tenth Owners alongwith other family members therein referred to as the Owners of the Other Part, the Owners therein agreed to entrust the development rights of the said Fourth Larger Property as well as the said Fifth Larger Property alongwith other properties mentioned therein to the Developers therein at and for consideration and upon the terms and conditions therein contained. The said Eighteenth Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2212/2006.

(d) In pursuance of the said Eighteenth Agreement, the said Tenth Owners along with other family members executed Power of Attorney of even date (hereinafter referred to as "the said Thirty Fifth POA") in favour of Shri Suraj Parmar(hereinafter referred to as 'the said Suraj'), being the person nominated by the said D. J. Traders to do all acts, deeds, matter and things in respect of the said Fourth Larger Property as well as the said Fifth Larger Property alongwith the other properties mentioned therein. The said Thirty Fifth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.311/2006.

(e) By Order bearing No.TD/T-6/KUV/VP/SR-82/2006 dated 18/04/2006, the Sub Divisional Officer, Thane granted development permission for non-agricultural purpose in accordance with the provision of Section 43(1) of the Tenancy Act, in respect of the said Fourth Larger Property, the said Fifth Larger Property & other properties upon the terms and conditions therein mentioned.

(f) By a Deed of Assignment of Development Rights dated 21/04/2008 (hereinafter referred to as "the said Nineteenth Agreement"), made and executed between M/s. Cosmos Prime Projects Ltd. (formerly known as D. J. Traders) (hereinafter referred to as "the said Cosmos") therein referred to as Assignor of the One Part and the Promoters therein referred to as Assignees of the Other Part, the Assignor therein assigned the development rights of the said Fourth Larger Property alongwith the other properties alongwith the benefits and advantages of the said Eighteenth Agreement to the Assignees 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.3429/2008 on 22/04/2008.

(g) In pursuance of the said Nineteenth Agreement, the said Cosmos, through the said Surajexecuted Power of Attorney dated 22/04/2008 (hereinafter referred to as "the said Thirty Sixth POA") in favour of the said Naresh and the said Suresh the then partners of the Promoters to do all

acts, deeds, matter and things in respect of the said Fourth Larger Property. The said Thirty Sixth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 441/2008.

(h) By an order dated 03/04/2010 bearing No.TD/TE-6/KUV/KV/6263/2009 passed by the Sub-Divisional Officer, Thane, (in the proceedings initiated by the Sub-Divisional Officer based on the complaint made by one Shri Kisan Hari Mukadam in respect thereof), the said Fourth Larger Property as well as the said Fifth Larger Property alongwith other properties, excluding the portions reserved for public purposes, came to be recorded in the name of State of Maharashtra in accordance with the provisions of S.84(C) of the said Tenancy Act.

(i) Being aggrieved by the aforesaid Order, the said Suraj Parmar alongwith the said Firm, filed Tenancy Revision Applications No.184/B/2010 & No.192/B/2010 respectively in the court of Hon'ble President, Maharashtra Revenue Tribunal, Mumbai against State of Maharashtra & others. The Hon'ble President were pleased to allow the said Revision Applications and set aside the said impugned Order dated 03/04/2010 passed by the Sub Divisional Officer vide its Order dated 31/01/2013.

(j) In pursuance of the aforementioned Order, the name of the State of Maharashtra is deleted from the revenue records of the said Fourth Larger Property as well as the said Fifth Larger Property alongwith other properties mentioned in the Order dated 31/01/2013 and accordingly mutation entry No.948 dated 28/11/2014 was recorded in the revenue records of right.

(k) The said Tenth Owners have preferred a Writ Petition bearing No.3754/2014 in the High Court of Judicature at Bombay, Civil Appellate Jurisdiction with a prayer to quash and set aside the judgment and order passed in Revision Application by the Hon'ble Maharashtra Revenue Tribunal Court, Mumbai and the said Writ Petition is dismissed for default on 15/10/2016 by the High Court, Mumbai.

(l) By Substituted Power of Attorney dated 16/10/2010 (hereinafter referred to as 'the Thirty Seventh POA') the said Naresh and the said Suresh, the retiring partners of Promoters substituted the powers conferred upon them by the said Thirty Fourth and Thirty Fifth POA in respect of the said Fourth Larger Property alongwith another property in favour of the continuing partners of the Promoters. The said Thirty Seventh POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.937/2010.

(m) The said Suraj, Director of the said Cosmos, died intestate on 07/10/2015, and thus upon the demise of the said Suraj, the said Cosmos executed Substituted Power of Attorney dated 07/01/2016 (hereinafter referred to as "the said Thirty Eighth POA") in favour of the persons nominated by the said Promoters in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said Fourth Larger Property. The said Thirty Eighth POA is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.306/2016.

(n) A portion admeasuring 50 sq. mtrs. out of the said Fourth Larger Property and portion admeasuring 140 sq.mtrs. out of the said Fifth Larger Property has been reserved for 20 Mtrs. wide D.P. Road respectively (hereinafter referred to as "the said Seventh & Eighth reserved portion" respectively) and more particularly described Thirdly and Fourthly in the Eighth Schedule hereunder written as per the said Act for the said Corporation.

(o) By an Agreement for Assignment of Development Rights dated 07/01/2016 (hereinafter referred to as "the said Twentieth Agreement"), made and executed between the said Cosmos therein referred to as Assignor of the One Part and the Promoters therein referred to as Assignees of the Other Part, the Assignor therein assigned the development rights of the said Fifth Larger Property alongwith the other properties alongwith the benefits and advantages of the said Nineteenth Agreement to the Assignees 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 Assurances, Thane under Sr.No.304/2016.

(p) In pursuance of the said Twentieth Agreement, the said Cosmos, through the said Gyanchandexecuted Power of Attorney dated 07/01/2016 (hereinafter referred to as "the said Thirty Ninth POA") in favour of the persons nominated by you to do all acts, deeds, matter and things in respect of the said Fifth Larger Property. The said Thirty Ninth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No. 305/2016.

(q) After the execution of the said Twentieth Agreement, the Promoters have obtained search report from the office of Sub-Registrar of Thane till 2016 whereby following documents were found executed in respect of the said Fifth Larger Property as mentioned hereinbelow :

(i) Development Agreement dated 03/07/2000 registered with the office of Sub-Registrar of Assurances under Sr.No.4365 executed between Shri Vitthal Heinder Bhokare & 25 others M/s Oriental Floriculture Pvt. Ltd. (hereinafter referred to as the 'said company') through its directors (1) Shri Rajdaksh Maehndra Sharma, and (2) Shri Kapil Mahendra Sharma.

(ii) Development Agreement dated 19/05/2004 registered with the office of Sub-Registrar of Assurances under Sr.No. TNN5-03751-2004 executed between (1) Shri Rajdaksh Maehndra Sharma, and (2) Shri Kapil Mahendra Sharma and the said Owners.

(r) Upon knowing about the execution of the aforesaid documents the Promoters and the said Cosmos approached (1) Shri RajdakshMaehndra Sharma, and (2) Shri Kapil Mahendra Sharma to amicably settle the issues whereby the development potential of the said Fifth Larger Property can be enjoyed. Upon discussion, (1) Shri RajdakshMaehndra Sharma, and (2) Shri Kapil Mahendra Sharma decided to co-operate with the Promoters and the said Cosmos and resolved the issue amicably and also agreed to confirm the execution of the Nineteenth Agreement and Twentieth Agreement executed between the said Kamlibai& others; the said Cosmos and the Promoters respectively.

(s) By a Deed of Confirmation dated 23/05/2017 (hereinafter referred to as "the said Twelfth DOC") made and executed between (1) Shri Rajdaksh Mahendra Sharma, and (2) Shri Kapil Mahendra Sharma therein referred to as the party of the First Part, the said Cosmos therein referred to as the party of the Second Part and the Promoters therein referred to as the party of the Third Part, the party of the First Part therein confirmed and consented to the execution of the said Nineteenth Agreement and Twentieth Agreement executed between the said Tenth Owners and the said Cosmos and the said Cosmos and the Promoters respectively at and for consideration and upon the terms and conditions therein contained. The said Twelfth DOC is registered with the office Sub-Registrar of Assurances, Thane under Sr.No.1327/2017;

(t) (1) Shri Rajdaksh Mahendra Sharma, and (2) Shri Kapil Mahendra Sharma filed Special Civil Suit bearing No.636/2018 (hereinafter referred to as "the said Suit No.636") against the said Tenth Owners, the legal heirs of said Suraj, the said Cosmos, M/s. Vijay Grihnirman Pvt. Ltd. and Promoters, in the court of Hon'ble Civil Judge Senior Division, Thane for Specific Performance, declaration, injunction and cancellation of instruments of the properties mentioned therein which includes the said Fourth Larger Property. The summons of the said Suit No.636 is served on the Promoters on 11/11/2019 and on 18/02/2020 the promoter has filed Written Statement in the said suit and further on 21/04/2023 the Hon'ble court rejected the injunction application of the plaintiffs vide exhibit 5 and exhibit 108. The said suit is pending however there was/is no adverse order in the said suit against the Promoters and/or against the said project.

9. (a) One Shri Khandu Chango (hereinafter referred to as "the said Khandu") was the owner inter-alia seized and possessed of the land bearing Old Survey No.217 New Survey No.109 Hissa No.33 admeasuring 1450 sq. mtrs., situate, lying and being at village Bhayenderpada (old village Owale), Taluka & District Thane (hereinafter referred to as "the said Tenth Property") and more particularly described in the Ninth Schedule hereunder written.

(b) The said Khandu expired somewhere in the year 1949 leaving behind him his widow Smt. TaibaiKhandu (hereinafter referred to as “the said Taibai”) and Smt. MotibaiSukur Pawar (hereinafter referred to as “the said Motibai”) as his only legal heirs and accordingly they became the co-owners of the said Tenth Property.

(c) The said Taibai during her life time gave written statement to record the name of her daughter viz. the said Motibai as owner to the said Tenth Property by deleting her name and accordingly the said Motibai was recorded as owner to the said Tenth Property in accordance with M.E. No.1081 dated 20/03/1964.

(d) By a Development Agreement dated 09/01/2007 (hereinafter referred to as “the said Twenty First Agreement”) made and executed between M/s. Ketki Developers, a registered Partnership Firm (hereinafter referred to as “the said Ketki”) therein referred to as the Developers of the one part and the said Motibaialongwith her family members therein referred to as the owners of the other part, the owners therein granted the development rights in respect of the said Tenth Property to the Developers therein and the Developers therein agreed to accept the same at and or for the consideration and upon the terms and conditions therein contained. The said Twenty First Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.217/07.

(e) Pursuant to the said Twenty First Agreement, the owners therein i.e. the said Motibaialongwith her family members executed Power of Attorney of even date (hereinafter referred to as “the said Fortieth POA”) in favour of the person nominated by the said Ketki to do all acts, deeds, matter and things in respect of the said Tenth Property. The said Fortieth POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.19/2007.

(f) By an Agreement for Sale dated 09/09/2008 (hereinafter referred to as “the said Agreement dated 09/09/2008”) made and executed between the said Ketki therein referred to as the Purchasers of the one part and the said Motibai and her family members therein referred to as the owners of the other part, the owners therein agreed to sell, transfer and assign all their right, title and interest in the said Tenth Property alongwith the benefit and advantages of the said Twenty First Agreement to the Purchasers therein at and for consideration and upon the terms and conditions therein contained. The said Agreement dated 09/09/2008 was not lodged for registration within the stipulated period, the parties thereto executed a Deed of Confirmation dated 17/11/2009 and the same alongwith the said Agreement dated 09/09/2008 (hereinafter referred to as ‘along with the said Twenty Second Agreement’) has been registered in the office of Sub-Registrar of Assurances at Thane under Sr.No.10758/2009.

(g) By a Sale Deed dated 19/01/2010 (hereinafter referred to as “the said Deed dated 19/01/2010”) executed between the said Naresh, being the then partner of the Promoters and their behalf, therein referred to as the Purchaser of the First Part, the said Ketki therein referred to as the party of the second part of the second part and the said Motibai& her family members therein referred to as the Confirming Party of the third part, the Party of the Second Party, with the consent and knowledge of the Confirming Party therein sold, transferred and conveyed all their right, title, interest in the said Tenth Property to the Purchaser therein at and for consideration and upon the terms and conditions therein contained. The said Deed dated 19/01/2010 is registered with the office of Sub-Registered of Assurances at Thane under Sr.No.763 on 20/01/2010;

(h) Pursuant to the said Deed dated 19/01/2010, the said Ketki executed Power of Attorney of even date (hereinafter referred to as “the said Forty First POA”) in favour of the said Naresh to enable him to do all acts, deeds, matter and things in respect of the said Tenth Property. The said Forty First POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.65 on 20/01/2010.

(i) The said Naresh being agriculturist had, for the sake of convenience and at the request of the Promoters, purchased the said Tenth Property in his individual name, but the same

was done for and on behalf of the Promoters and the entire amount of consideration mentioned in the said Deed dated 19/01/2010 had been paid by the Promoters to the said Ketki. Upon receipt of the entire consideration mentioned in the said Deed dated 19/01/2010, the said Ketki with the consent and knowledge of the said Motibai & her family members have handed over the vacant and peaceful possession of the said Tenth Property to the Promoters through the said Naresh and since then the Promoters are in possession of the said Tenth Property.

(j) By Substituted Power of Attorney dated 14/09/2011 (hereinafter referred to as "the said Forty Second POA") the said Naresh, the retiring partners of Promoters substituted the powers conferred upon him by the said Forty First POA in respect of the said Tenth Property alongwith another property in favour of Shri Yogesh Kishor Chandegala and Shri Purvesh Pratap Sarnaik being the continuing partners of the Promoters to do all acts deeds matter and things in respect of the property mentioned therein. The said Forty Second POA is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.769/2011;

(k) At the instance of the Promoters, the said Naresh vide Agreement for Sale dated 23/11/2015 (hereinafter referred to as "the said Twenty Third Agreement") transferred and assigned all his right, title and interest in the said Tenth Property in favour of the Promoters on As Is Where Is Basis upon the terms and conditions therein contained. The said Twenty Third Agreement is registered with the office of Sub-Registrar of Assurances, under Sr.No.10570/2015;

(l) Pursuant to the said Twenty Third Agreement, the said Naresh executed Power of Attorney of even date (hereinafter referred to as "the said Forty Third POA") in favour of the person nominated by the Promoters to enable him to do all acts, deeds, matter and things in respect of the said Tenth Property. The said Forty Third POA is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.10574/2015.

10. (a) One Sitaram Kamlya Thakur (hereinafter referred to as "the said Sitaram") during his lifetime acquired the land bearing Old Survey No. 196 New Survey No.99, Hissa No.2, admeasuring 1570 sq.mtrs. (hereinafter referred to as "the said Fifteenth Plot") and more particularly described Firstly in the Tenth Schedule hereunder written under the provisions of the said Act and by Sale Deed dated 11/01/1940 the said Sitaram purchased the land bearing Old Survey No.197 New Survey No.100 Hissa No.30 admeasuring 7700 sq.mtrs., situate, lying, being & situate at village Bhayenderpada, Taluka & Dist. Thane (hereinafter referred to as "the said Sixteenth Plot") and more particularly described secondly in the Tenth Schedule hereunder written from Shri Bhika Budya Patil & others.

(b) The said Sitaram died somewhere in December 1983 leaving behind him his two widows i.e. Smt. Chandrabai Sitaram Thakur (hereinafter referred to as the said Chandrabai") and Smt. Mankibai Sitaram Thakur (hereinafter referred to as "the said Mankibai"), two son's (1) Shri Vishwanath Sitaram Thakur (hereinafter referred to as "the said Vishwanath") & (2) Shri Suryakant Sitaram Thakur (hereinafter referred to as "the said Suryakant") and two married daughters viz. Smt. Suman Parshuram Patil (hereinafter referred to as "the said Suman") and Smt. Sulochana Anant Patil (hereinafter referred to as "the said Sulochana") as his only heirs in accordance with the provisions of Hindu Succession Act by which he was governed at the time of his death.

(c) The said Chandrabai died intestate on 24/01/2001 leaving behind her, the said Mankibai, two son's i.e. the said Vishwanath, the said Suryakant and two daughter being the said Suman and the said Sulochana as her only heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death.

(d) By ULC Order No.ULC/TA/TE.-7/Owala/SR-241 + 161 dated 23/05/2001 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration constituted under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as 'the Ceiling Act') under Sec.8(4) of the Ceiling Act, the said Vishwanath and the said Suryakant were declared as Surplus land holders to the extent of 25620.50 sq. mtrs. out of their total holdings, which

includes the said Sixteenth Plot to the extent of 4119 sq.mtrs, upon the terms and conditions therein mentioned.

(e) By and under Order bearing No. ULC/TA/WSHS 20/Special Dispension Scheme/SR-1193 dated 15/04/2002, passed by the Addl. Collector and Competent Authority, Thane Urban Agglomeration exempted area admeasuring 23934.35 sq.mtrs. out of the total surplus vacant land under the provisions of sec.20(1) (a) of the ULC Act which includes the surplus portion of the said Sixteenth plot upon the terms and conditions therein mentioned.

(f) The said Mankibai died intestate on 15/10/2007 leaving behind her two son's i.e. the said Vishwanath and the said Suryakant and two daughter being the said Suman and the said Sulochana as her only heirs in accordance with the provisions of Hindu Succession Act, by which she was governed at the time of her death and accordingly mutation entry No.485 in respect thereof came to be recorded in that behalf.

(g) By Release Deed dated 12/03/2010 (hereinafter referred to as 'the said Release Deed'), the said Suman and the said Sulochana have released and relinquished all their undivided share right, title and interest in respect of the said Fifteenth Plot and a portion admeasuring 7500 sq.mtrs. out of the said Sixteenth Plot alongwith other properties in favour of their real brothers i.e. the said Vishwanath and the said Suryakant upon the terms and conditions therein contained. The said Release Deed is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.2603/2010.

(h) In the aforesaid premises the said Vishwanath and the said Suryakant became the owners of the said Fifteenth Plot and Sixteenth Plot to the extent of area admeasuring 7500 sq.mtrs.

(i) By an Agreement for Sale dated 16/07/2012, (hereinafter referred to as the "said Twenty Fourth Agreement") made between the Promoters therein referred to as First Party of one part and the said Vishwanath, the said Suryakant alongwith Smt. Sunanda Vishwanath Thakur, Shri Kanchan Vishwanath Thakur, Mrs. Vaishali Vinod Umratkar, Miss Neeta Vishwanath Thakur, Miss Kavita Vishwanath Thakur, Miss Nisha Vishwanath Thakur, Miss Mayuri Vishwanath Thakur, Smt. Archana Suryakant Thakur, Mast Tejas Suryakant Thakur (hereinafter referred to as "the said Sunanda & others") therein referred to as the Owners of the other part, the owners therein agreed to sell, transfer and assign to the First Party therein and the First Party therein agreed to purchase and acquire from the Owners therein, the said Fifteenth Plot and a portion admeasuring 7500 sq.mtrs. out of the said Sixteenth Plot at and for the consideration and upon the terms and conditions therein contained. The said Twenty Fourth Agreement is duly registered with the office of the Sub-Registrar of Assurances at Thane under serial No. 5591/2012;

(j) Pursuant to the said Twenty Fourth Agreement, the said Vishwanath & others also executed a Power of Attorney of even date (hereinafter referred to as "the said Forty Fourth POA") in favour of the persons nominated by the Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the said Fifteenth Plot and a portion admeasuring 7500 sq.mtrs. out of the said Sixteenth Plot as contained therein. The said Forty Fourth POA is registered with the office of the Sub-Registrar of Assurances at Thane under serial No. 5592/2012

(k) The Sub-Divisional Officer, Thane vide its order bearing No.TD/TE-6/KUV/VP/SR-130/2012 dated 05/01/2013 granted permission to develop the said Fifteenth Plot upon the terms and conditions therein contained.

(l) By an order bearing No.ULC/TA/WSHS-20/SR-1193 dated 14/01/2013, the Addl. Collector and Competent Authority, Thane Urban Agglomeration, under the provisions of Sec.20(1) (a) of the ULC Act, has revised the schedule annexed to the order dated 15/04/2002 upon the terms and conditions therein mentioned.

(m) The said Sulochana due to some misunderstanding had filed Regular Civil Suit bearing No.581/2010 in the Court of Civil Judge (Sr. Division) on 30/08/2010 against the said

Vishwanath, the said Suryakant and the said Suman. The Hon'ble Civil Judge (Sr. Division), Thane vide its order dated 28/03/2014 have restrained the Defendants from creating third party interest in respect of the suit properties mentioned therein which will affect the right of the Plaintiff therein

(n) Being aggrieved by the aforesaid order passed in the suit No.581/2010, the said Vishwanath, the said Suryakant and the said Suman filed Misc. Civil Appeal bearing No.88/2014 in the Court of Hon'ble District Judge, Thane. The Hon'ble District Judge vide its order dated 27/03/2015, dismissed the said Misc. Civil Appeal bearing No.88/2014.

(o) The misunderstanding between the said Sulochana, the said Vishwanath, the said Suryakant and the said Suman was resolved and hence the said Sulochana agreed to withdraw the said suit No.581/2010 from the concerned court and accordingly the Hon'ble Civil Judge (Sr. Division), Thane vide its order dated 05/10/2016 disposed the said Suit No.581/2010 accordingly.

(p) By a Deed of Confirmation dated 13/10/2016 (hereinafter referred to as "the said Thirteenth DOC"), made and executed between the Promoters therein referred to as the First Party of the first part, the said Sulochana and the said Suman therein referred to as Second Party of the second part and the said Vishwanath, the said Suryakant and the said Bhimabai therein referred to as the Confirming Party of the third part, the Second Party therein with the consent and knowledge of the said Confirming Party therein consented and confirmed the said Twenty Fourth Agreement, the said Forty Fourth POA executed in respect of the said Fifteenth Plot and the said Sixteenth Plot and other documents mentioned therein in respect of the other properties mentioned therein upon the terms and conditions therein contained. The Thirteenth DOC is registered with the Office of Sub-Registrar of Assurances, Thane under Sr.No.12612/2016.

(q) A portion admeasuring 280 sq. mtrs. & area admeasuring 1290 sq.mtrs. out of the said Fifteenth Plot has been reserved for 20 Mtrs. wide D.P. Road and Play Ground No.1 respectively (hereinafter referred to as "the said Ninth & Tenth reserved portion" respectively) and more particularly described Thirdly in the Tenth Schedule hereunder written as per the said Act for the said Corporation;

(r) A portion admeasuring 2070 sq. mtrs. & area admeasuring 1350 sq.mtrs. out of the said Sixteenth Plot has been reserved for 20 Mtrs. wide D.P. Road and Play Ground No.1 respectively (hereinafter referred to as "the said Eleventh & Twelfth reserved portion" respectively) and more particularly described Fourthly in the Tenth Schedule hereunder written as per the said Act for the said Corporation.

(s) After the survey of the said Sixteenth Plot was carried out by the TILR department, the area of Sixteenth Plot was excess by 200 sq.mtrs. (hereinafter referred to as 'the said Additional Plot')

(t) By and under Agreement for Sale dated 06/12/2018 (hereinafter referred to as "the said Twenty Fifth Agreement"), made and executed between the Promoters therein referred to as the First Party of the one part and the said Sunanda and others therein referred to as the owners of the other part, the Owners therein agreed to sell, transfer, convey and assign all their right, title, interest and share whatsoever in respect of the said Additional Plot at free of cost 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.17712/2018.

(u) Pursuant to the said Twenty Fifth Agreement, the said Sunanda & others also executed an even dated Power of Attorney in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matters and things in respect of the said Additional Plot as mentioned therein (hereinafter referred to as 'the said Forty Fifth POA'). The said Forty Fifth POA is registered with the Office of Sub-Registrar of Assurances at Thane under Sr.No.17714/2018.

(v) By and under Supplementary Agreement dated 06/12/2018 (hereinafter referred to as 'the said Sixth SA') made and entered into by and between the Promoters therein referred to as the First Party of the One Part and the said Sunanda & others therein referred to as the Owners of the other part, the parties thereto modified the consideration clause of the said Twenty Fourth Agreement upon the terms and conditions therein contained. The said Sixth SA is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.17717/2018.

AND WHEREAS the said First Agreement to said Twenty Fifth Agreement and the said First DOC to said Fourteenth DOC as well as the said First SA to said Sixth SA shall hereinafter be collectively referred to as 'the said Principal Agreements'.

AND WHEREAS as well as the said First POA to Forty Sixth POA shall hereinafter be collectively referred to as 'the said Principal POAs'.

AND WHEREAS by virtue of the said Principal Agreements and the said Principal POA's the Promoters are entitled to develop the said First to said Tenth Property;

AND WHEREAS by Order bearing No. REVENUE/K-1/Te-1/NAP/village Bhayenderpada / Tal. & Dist. Thane / SR - 150 / 11 dated 27/04/2012 passed by the Collector, Thane granted permission for non-agricultural use in respect of the said Third Larger Property, the said Fifth Plot, the said Seventh Plot, the said Eighth Plot, the said Ninth Plot, the said Tenth Plot, the said Eleventh Plot & the said Thirteenth Plot subject to the terms and conditions contained therein. A copy whereof is annexed hereto and marked as **Annexure "C-1"**.

AND WHEREAS by a Declaration–Cum–Indemnity Bond dated 21/08/2015, registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7768/2015 (hereinafter referred to as 'the said First Declaration'), the Promoters have, on behalf of the respective Owners thereof handed over aggregate portion admeasuring 17,220.30 sq. mtrs. out of the said First Plot, the said Second Larger Property, the said Third Larger Property, the said Fourth Larger Property, the said Fourth Plot, the said Sixth Plot, the said Seventh Plot, the said Eighth Plot, the said Ninth Plot, the said Tenth Plot, the said Eleventh Plot and the said Fourteenth Plot to the Corporation being the portion reserved for 20 Mtrs., 40 Mtrs., 60 Mtrs. Wide D. P. Road, Play ground and Truck Terminus as per the Development Control Rules.

AND WHEREAS by a Declaration – Cum – Indemnity Bond dated 29/07/2015, (hereinafter referred to as 'the said Declaration dated 29/07/2015'), the Promoters have, on behalf of the said Vishwanath and the said Suryakant thereof handed over the said Fifteenth Plot admeasuring 1570 sq. mtrs. reserved for 20 Mtrs. wide D. P. Road & Play Ground No.1 as per the Development Control Rules. The said Declaration is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7028/15.

AND WHEREAS by a Indenture for Transfer dated 01/06/2017 (hereinafter referred to as "the said Deed dated 01/06/2017"), the Promoters have on behalf of the said Vishwanath and the said Suryakant have handed over a portion admeasuring 2070sq. mtrs. reserved for 20 Mtrs. wide D.P. Road & area admeasuring 1350 sq.mtrs. reserved for Play Ground No.1 out of the said Sixteenth Plot to the said Corporation as per the Development Control Rules. The said Deed dated 01/06/2017 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6343/2017.

AND WHEREAS by a Indenture for Transfer dated 05/05/2018 (hereinafter referred to as "the said Deed dated 05/05/2018"), the Promoters have on behalf of the said Yenabai& others, the said Soma & others and the legal heirs of Motibai have handed over a portion admeasuring 2183.75 sq. mtrs. reserved for amenity space i.e. the Ninth Reserved Portion out of the said Third Larger Property, the said Thirteenth Plot and the said Eighth Plot to the said Corporation as per the Development Control Rules. The said Deed dated 5/05/2018 is registered with the office of Sub-

Registrar of Assurances at Thane under Sr. No. 7123/2018. However, after the TILR survey the area reserved for Amenity open space came to be recorded as 2190 sq.mtrs.

AND WHEREAS by a Indenture for Transfer dated 15/05/2018 (hereinafter referred to as "the said Deed dated 15/05/2018"), the Promoters have on behalf of the said Kamlibai& others have handed over a portion admeasuring 135sq. mtrs. reserved for 20 Mtrs. wide D.P. Road i.e. the Eighth Reserved Portion out of the said Fifth Larger Property to the said Corporation as per the Development Control Rules. The said Deed dated 15/05/2018 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No. 7539/18. However, after TILR survey the area reserved for 20 mtrs. wide D.P. Road came to recorded as 130 sq.mtrs.

AND WHEREAS upon surrender of the First to Twelfth reserved portion as hereinabove mentioned, TILR was carried out and accordingly the properties mentioned in the said First Declaration, Declaration dated 29/07/2015, Deed dated 01/06/2017, the said Deed dated 05/05/2018 and Deed dated 15/05/2018 came to be renumbered as follows:

Plots / Larger Property defined above	Old Survey No.	New Survey No.	New Hissa No.	Area In Sq.Mtrs.
1st Plot	195	91	1/1A	2370
			1/2B	40
			1/3C	40
2nd Larger Property	195	91	2A	220
			2B	440
			2C	1740
			2D	800
3rd Plot & 4th Plot	219	102	2A	1350
			2B	650
			2C	2450
4th Plot	219	102	3A	30
			3B	500
6th Plot	221	104	8A	320
			8B	100
			8C	2400
			8D	1810
7th Plot	221	104	11A	20
			11B	2320
			11C	870
8th Plot	217	109	29A	40
			29B-1	8760
			29B-2	10
			29C	1350
			29D	40
3rd Larger Property	220	103	3A-1	370
			3A-2	2150
			3A-3	480
			3B	970
11th Plot	220	103	5B-1	160
			5B-2	800
9th Plot	221	104	7A	2820
			7B	100
			7C	100

10th Plot	217	109	30/1A	1960
			30/1B	6740
4th Larger Property	217	109	30/4A	8950
			30/4B	50
13th Plot	220	103	4A	30
			4B	2020

AND WHEREAS (i) the balance portion admeasuring 2370 sq. mtrs. and 40 sq.mtrs. out of the said First Plot which has been renumbered as S. No.91/1/1A and S.No.91/1/2B shall henceforth collectively be referred to as **‘the said First Property’** which is more particularly described Fourthly in the First Schedule hereunder written, (ii) the balance portion admeasuring 220 sq.mtrs. out of the said Second Larger Property which has been renumbered as 91/2A shall henceforth be referred to as **‘the said Second Property’** which is more particularly described Thirdly in the Second Schedule hereunder written, (iii) the balance portion admeasuring 650 sq.mtrs. out of the said Third Plot which has been renumbered as 102/2B, the balance portion admeasuring 500 sq.mtrs. out of the said Fourth Plot which has renumbered as 102/3B, the balance portion admeasuring 100 sq.mtrs. out of the said Sixth Plot which has been renumbered as 104/8B, the balance portion admeasuring 2320 sq.mtrs. out of the said Seventh Plot which has been renumbered as 104/11B, the balance portion admeasuring 8760 sq.mtrs. out of the said Eighth Plot which has renumbered as 109/29B-1, the said Second Plot, the said Fifth Plot are hereinafter collectively referred to as **“the said Third Property”** and more particularly described Thirdly in the Third Schedule hereunder written, (iv) the balance portion admeasuring 200 sq.mtrs. out of the said Ninth Plot which has been renumbered as 104/7B & 7C and the balance portion admeasuring 6740 sq.mtrs. out of the said Tenth Plot which has been renumbered as 109/30/1/B are hereinafter collectively referred to as **“the said Fourth Property”** and more particularly described in Thirdly in the Fourth Schedule hereunder written, (v) the balance portion admeasuring 370 sq.mtrs. and 480 sq.mtrs. out of the said Third Larger Property which has been renumbered as 103/3A-1 and 103/3A-3 respectively is hereinafter referred to as **“the Fifth Property”** and more particularly described Thirdly in the Fifth Schedule hereunder written, (vi) the balance portion admeasuring 800 sq.mtrs. out of the said Eleventh Plot which has been renumbered as 103/5B/2 and Survey No.109 Hissa No.34 admeasuring 1350 sq.mtrs. i.e. the said Twelfth Plot are hereinafter collectively referred to as **“the said Sixth Property”** and more particularly described Fourthly in the Sixth Schedule hereunder written, (vii) the balance portion admeasuring 2020 sq.mtrs. out of the said Thirteenth Plot which is renumbered as S.No.103/4B and the said Fourteenth Plot are hereinafter collectively referred to as **“the said Seventh Property”** and more particularly described Thirdly in the Seventh Schedule hereunder written, (viii) the balance portion admeasuring 8950 sq.mtrs. out of the said Fourth Larger Property which has been renumbered as 109/30/4A is hereinafter referred to as **“the said Eighth Property”** and more particularly described Fifthly in the Eighth Schedule hereunder written and (ix) the balance portion admeasuring 190 sq.mtrs. out of the said Fifth Larger Property which is renumbered as S.No.99/1A is hereinafter referred to as **“the said Ninth Property”** and more particularly described Sixthly in the Eighth Schedule hereunder written, (x) the said Tenth Property is more particularly described in the Ninth Schedule hereunder written.

AND WHEREAS the said First Property to the said Tenth Property are hereinafter collectively referred to as **“the said Entire Property”** and shown in red colour boundary line on the layout plan annexed hereto and marked as Annexure **“B”**.

AND WHEREAS by and under Development Agreement dated 19/07/2016 r/w Supplementary Agreement dated 24/03/2017 (hereinafter collectively referred to as "the said Twenty Sixth Agreement") made and executed between the Promoters therein referred to as Vihang of the first part, the Land Owners of the said Entire Property mentioned in the Title Flow annexed hereto and marked as Annexure "A" to the said Agreement dated 19/07/2016 therein referred to as the Owners of the second part and M/s. Godrej Greenview Housing Pvt. Ltd. (hereinafter referred to as "the said Godrej") therein referred to as the Developers of the third part, the Vihang and the Owners therein entrusted the development rights for and in respect of the FSI admeasuring **78033.68** sq.mtrs.

(hereinafter referred to as "the said FSI") to be utilized on the pieces and parcels of the land admeasuring about **25154.78** sq.mtrs. out of the said Entire Property (hereinafter referred to as "the said Land") at and for consideration and upon the terms and conditions therein contained. The said Twenty Sixth Agreement is registered with the office of Sub-Registrar of Assurance, under Sr. No. 7478/2016 and 4758/2017 respectively.

AND WHEREAS in pursuance of the said Twenty Sixth Agreement, the said Vihang therein executed two even dated Power of Attorney's (hereinafter collectively referred to as "the said Forty Sixth POA") in favour of the person nominated by the said Godrej to do all acts, deeds, matter and things in respect of the said FSI as therein contained. The said Forty Sixth POA is registered with the office of Sub-Registrar of Assurance, under Sr.No.7479/2016 and 4759/2017 respectively.

AND WHEREAS the Promoters, through the respective land owners of the said First to Tenth Property, submitted plans for development of the said property to the Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') and the Corporation has sanctioned the same vide V. P. No.S06/0084/10 TMC/TDD/1902/16 dated 24/08/2016. A copy whereof is annxed hereto and marked as **Annexure "C-2"**.

AND WHEREAS the Promoters have submitted proposal for obtaining Non-Agricultural ORDER/SANAD to the Collector in accordance with the provisions of Section 42A(1) (a) of the Maharashtra Land Revenue Act, 1966 and subsequently, on 29/04/2016 the Collector Thane issued Letter at No.SR.10/2016 to the ADTP, TMC, Thane for the Classification of Lands involved in the said Proposal.

AND WHEREAS the Corporation also granted Commencement Certificate in respect of the development of the said property vide V.P. No.S06/0084/10/ TMC/TDD/2118/17 dated 30/03/2017. A copy whereof is annxed hereto and marked as **Annexure "C-3"**.

AND WHEREAS the Promoters have submitted the revised amended plans in respect of the said Property and the said Corporation has sanctioned the same and have issued Commencement Certificate bearing No. V.P. No.S06/0084/10 TMC/TDD/2502/18 dated 02/02/2018. A copy whereof is annxed hereto and marked as **Annexure "C-4"**.

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

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

AND WHEREAS the Promoters have represented to the Allottee that:

1. The Promoters are presently developing the said property either under the present FSI plus TDR permissible as per the provisions of D.C. Regulations of the Corporation. However, the Promoters intend to acquire Slum TDR and load and consume the same upon the said Entire Property in accordance with the plans that shall be sanctioned from time to time. Further, the Promoters are aware that as per the draft DCR, the Promoters shall be entitled to the benefit of additional premium FSI of 20% (presently 30% to 50%) by paying premium to the Corporation in respect thereof. The Builders intend to acquire the same and load, consume and utilise the same on said property as and when such DCR shall be finalised

and the said FSI becomes permissible. The Promoters have prepared layout schemes of development of the said property and the tentative layouts as per the aforesaid additional Slum TDR and prospective beneficial TDR/FSI as per revised DCR.

2. Previously under the sanctioned plans, the Promoters were entitled to construct 4 buildings, viz. Commercial Building Type “A” comprising of Basement 2 + Basement 1 + Lower Ground + Upper Ground/Podium + 1st Floor + 2nd floor (P), Building Type “B” comprising of Lower Ground + Upper Ground + 1st to 30th Floor (MHADA), Building Type “C” comprising of Lower Ground + Upper Ground + 1st to 20th floor and Building Type “D” comprising of Lower Ground (Part) + Stilt (Part) + Podium + 1st to 17th Floor, on the said property. Likewise, the said Godrej are entitled to construct, in accordance with the terms of the said Twenty Third Agreements as well as the sanctioned plan, 7 buildings comprising of Building No.1 & 2 consisting of Lower Ground 1 + Lower Ground 2 + Upper Ground + 1 Level Podium + Upper Stilt + 1 floor to 27th floor, Building No.3 to 7 consisting of Lower Ground 1 + Lower Ground 2 + Upper Ground + 1st Level Podium + Upper Stilt + 1st to 27th upper floors and one club house comprising of Lower Level + Upper Level on the said Land

3. Thereafter, upon utilizing and consuming Slum TDR upon the said entire property, the Promoters were entitled to construct 4 buildings, viz. Commercial Building Type “A” comprising of Lower Ground + 1st Floor / Mezzanine Floor/Podium + Parking floor + Banquet Hall on 2nd Floor, Building Type “B” comprising of Lower Ground + Podium/Ground + 1st to 30th Floor (MHADA + TMC), Building Type “C” comprising of Lower Ground (Part) + Stilt (Part) + Podium/Stilt + 1st to 26th Floor and Building Type “D” comprising of Lower Ground (Part) + Stilt (Part) + Podium/Stilt + 1st to 26th Floor, on the said property. Likewise, the said Godrej shall be entitled to construct, 7 buildings comprising of Building No.1 & 2 consisting of Lower Ground 1 + Lower Ground 2 + Upper Ground + 1 Level Podium + Upper Stilt + 1 floor to 28th floor, Building No.3 to 7 consisting of Lower Ground 1 + Lower Ground 2 + Upper Ground + 1st Level Podium + Upper Stilt + 1st to 28th upper floors and one club house comprising of Lower Level + Upper Level on the said Land.

4. Presently new draft of DCR for Thane region is published. Upon the draft DCR comes into force the premium FSI shall increase from 30% to 50% and accordingly the Promoters shall be entitled to avail the additional benefit from such FSI obtained through premium or any other additional benefit that shall be available at that time. Upon utilizing and consuming the additional beneficial premium FSI of 20% (presently 30% to 50%) upon the said property, the Promoters shall be entitled to construct 4 buildings, viz. Commercial Building Type “A” comprising of Lower Ground + 1st Floor / Mezzanine Floor/Podium + Parking floor + 2 Banquet Hall on 2nd Floor + 3rd upper floor to 13th upper floor Hotel/Commercial Hub, Building Type “B” comprising of Lower Ground + Podium + 1st to 30th Floor (MHADA + TMC), Building Type “C” comprising of Lower Ground (Part) + Stilt (Part) + Podium/Stilt + 1st to 30th Floor and Building Type “D” comprising of Lower Ground (Part) + Stilt (Part) + Podium/Stilt + 1st to 30th Floor, on the said property.

5. In accordance with the prevailing UDCPR rules, the Promoters are liable to construct and handover 20% of the basic area in terms of constructed premises i.e. 9125.60 sq.mtrs. of built'up area to MHADA.

6. However, since the Promoters were also liable to construct and handover 20 constructed premises aggregately admeasuring 865.30 sq. mtrs. built-up area that shall be constructed in one of their other project known as “VIHANG VERMONT”, situated at Village Bhayenderpada, being developed in the vicinity of the said property and as such, the Promoters proposed to handover the said 20 constructed premises aggregately admeasuring 865.30 sq. mtrs. instead upon the said property in one single structure i.e. the said Building NO.B hereof alongwith aforementioned constructed premises aggregately measuring 7047.27 sq. mtrs. and accordingly applied to MHADA for its NOC for such proposal.

7. Accordingly, MHADA has issued its NOC vide Ref. No.C.O./Ex.O.-1/K.B./46/2022 dated 28/01/2022 to the aforementioned proposal of the Promoters and has agreed to obtain the aforementioned constructed premises reserved for MHADA allocation in the other project of the Promoters viz. "VIHANG WOODS" upon the terms and conditions therein mentioned.

8. The Promoters have revised the plans accordingly and submitted the same to the Corporation and the Corporation has also sanctioned the same and also issued amended permission/Commencement Certificate vide V.P. No.S06/0084/10/TMC/TDD/3936/22 dated 31/01/2022. A copy whereof is annexed hereto and marked as **Annexure "C-5"**. Under the sanctioned plans, the Promoters are entitled to construct Building Type "B" (MHADA +Rehab) comprising of Lower Ground + Podium + 1st to 21st Floor + Fire check floor + 22nd to 28th Floor, Building Type "C" comprising of Lower Ground + Podium + 1st to 18th floor + 19th (Pt) floor and Building Type "D" comprising of Lower Ground (Part) + Stilt (Part) + Podium + 1st to 16th Floor + 17th (Pt) floor, on the said property. Likewise, the said Godrej are entitled to construct, in accordance with the terms of the said Twenty Third Agreements as well as the sanctioned plan, Building No.1 consisting of Lower Ground 1 & 2 + Upper Ground + 1 Level Podium + Upper Stilt + 1 floor to 20th floors + Fire Check Floor + 21st to 27th Floors, Building No.2 consisting of Lower Ground 1 & 2 + Upper Ground + 1 Level Podium + Upper Stilt + 1 floor to 20th floors + Fire Check Floor + 21st to 27th Floors on the said Land.

9. Further pursuant to the NOC granted by Mhada, the Promoters have again revised the plans and have submitted the same to the Corporation and the Corporation has sanctioned the same and issued amended permission/Commencement Certificate V.P. No.S06 / 0084 / 10 / TMC / TDD /4114/22 dated 01/07/2022. An authenticated copy whereof is annexed hereto and marked as **Annexure 'C6'**. Under the sanctioned plans, the Promoters are entitled to construct building No.A comprising of Basement 2 + Basement 1 + Lower Ground + Upper Ground/Podium + 1st Floor + 2nd Floor (Part), building No.B comprising of Lower Ground +Upper Ground + 1st to 30th Floors and building No.C comprising of Lower Ground + Upper Ground + 1st to 20th Floors on the said land.

10. The Promoters have further revised the plans (the copy of revised sanctioned plan is annexed hereto and marked as **Annexure "B1"**) and submitted the same to the Corporation and the Corporation has also sanctioned the same and also issued amended permission/Commencement Certificate vide V.P. No.S06/0084/10/TMC/TDD/4447/23 dated 21/07/2023. An authenticated copy whereof is annexed hereto and marked as **Annexure 'C7'**.

11. Under the sanctioned plans, the said Godrej are entitled to construct Building No.1 & 2 comprising of 28th to 30th floor and the Promoters are entitled to construct Building No."A" comprising of Basement + Lower Ground + Upper Ground + 1st and 2nd floor + Service Floor and Wing "E", "F" & "G" (above building "A") comprising of Stilt Floor/Amenity + 1st Floor and Building No."C" & "D" comprising of Lower Ground + Upper Ground + 1st to 31st floors on the said land.

12. Accordingly, now the Promoters are liable to allot and provide 256 constructed premises totally admeasuring 10250.94 sq.mtrs. built'up (i.e. area admeasuring 9125.60 sq. mtrs., Built up area (of the said property) + area admeasuring 1119.80 sq.mtrs. built'up (of Vihang Vermont Project) in Building No.B (entire) and 18 premises in Building Type-C from 18th to 20th floor. A list whereof is annexed hereto and marked as **Annexure "D"**.

13. The said Godrej have commenced and completed the construction of building Nos.1 to 7 and the said Corporation have issued Occupation Certificate bearing V. P.

NO.S06/0084/10 TMC/TDD/OCC/1076/22 Dated 08/07/2022 and Approval No.: TMCB/PO/2025/APL/00171 & Proposal Code : TMCB-24-Entry-00371 dated 18/06/2025 respectively subject to the terms and conditions mentioned therein. However, the said Godrej have consumed only 76435.41 sq. mtrs. of the FSI instead of 78033.68 sq. mtrs. of the FSI granted to them vide Twenty-Sixth Agreement. Thereafter, a meeting was held between the said Godrej and the Promoters herein wherein they have mutually decided that the said Godrej shall surrender the balance unutilized FSI to the extent of 1598.27 sq. mtrs. in favour of the Promoters herein upon the terms and conditions mutually agreed between them.

14. The Promoters are also liable to allot and provide to the respective land owners the constructed premises (Residential and/or Commercial) in accordance with the terms of the respective Agreements executed with them in the buildings to be constructed by the Promoters on the said property. Further, the Promoters shall be absolutely entitled to sell and/or dispose off the balance premises that shall be constructed in the said building and solely appropriate the consideration amount in respect thereof.

AND WHEREAS Shri Yogesh Kishore Chandegala was one of the partner of M/s. Vihang Enterprises i.e. the Promoters. By a Deed of Retirement dated 04/07/2024 (hereinafter referred to as “the said Deed”) made and executed between Shri Purvesh Pratap Sarnaik therein referred to as the Continuing Partner of the first part, Shri Yogesh Kishore Chandegala therein referred to as the Retiring Partner of the Second Part, M/s. Vihang Infrastructure Pvt. Ltd. therein referred to as the Continuing Partner of the Third Part, Shri Vihang Pratap Sarnaik therein referred to as the Continuing Partner of the fourth part and Vihang Construction and Hospitality LLP therein referred to as the Continuing Partner of the Fifth Part, the Retiring Partner retired from the partnership and the Continuing Partners decided to carry on the said partnership business of the Promoters herein thenceforth upon the terms and conditions therein mentioned.

AND WHEREAS pursuant to the said Retirement Deed, the said Yogesh executed following Substituted Power of Attorneys by substituting the powers conferred upon him by the respective land owners of the properties mentioned therein in favour of Shri Vihang Pratap Sarnaik being continuing partners of the Promoters upon the terms and conditions therein contained.

Property Defined	Date of SPOA	Reg. No.	Survey No.
1st	12/07/2024	5207/2024	91/1/1A & 1/2B
2nd	12/07/2024	5180/2024	91/2A
3rd	12/07/2024	5202/2024	102/1, 3B & 2B
	12/07/2024	5184/2024	103/1 & 2
	12/07/2024	5206/2024	104/8B
	12/07/2024	5211/2024	104/11B & 109/29B-1
4th	12/07/2024	5204/2024	104/7B & 7C
	12/07/2024	5186/2024	109/30/1B
5th	12/07/2024	5187/2024	103/3A-1 & 3A-3
6th	12/07/2024	5198/2024	109/34 & 103/5B-1
7th	12/07/2024	5203/2024	103/4B
	12/07/2024	5193/2024	102/2C
8th	12/07/2024	5214/2024	109/30-4A
9th	12/07/2024	5192/2024	99/1A
10th	12/07/2024	5192/2024	109/33

AND WHEREAS all the aforementioned Substituted Power of Attorneys are hereinafter referred to as “the said SPOA dated 12/07/2024” ;

AND WHEREAS in the circumstances mentioned hereinabove, the Promoters are seized and possessed of the balance FSI of **75786.51** sq.mtrs. (excluding Mhada Units) to be consumed and utilized upon the remaining portion of the said Entire Property i.e.**40625.22 sq. mtrs.** (hereinafter

referred to as 'the said Property' i.e. 'the Project Property') and more particularly described in the Eleventh Schedule hereunder written and shown in **blue** colour boundary line on the layout plan annexed hereto and marked as Annexure "**B**" in accordance with the respective development agreements as well as the plans that shall be sanctioned in respect thereof.

AND WHEREAS the Promoters through their Architects have revised the plans in respect of the said property to the said Corporation and the said Corporation have sanctioned the same and has issued Amended Permission/Commencement Certificate bearing No.V.P. No. S06/0084/10 TMC/TDD/28 dated 28/11/2025. An authenticated copy whereof is annexed hereto and marked as **Annexure 'C8'**

AND WHEREAS as per the amended sanction plan, the Promoters are constructing (i) building "**A**" comprising of Basement + Gr + 1st + Part Service Floor + 2nd & 3rd Floor (Commercial) / Hotel 1 + Hotel 2 + Hotel 3 under project name "**Vihang Plaza-A Commercial**" having Rera Registration No. P51700012432, (ii) Building "**B**" comprising of Lower Ground + Upper Ground + 1st to 30th Floors, Building "**C**" & "**D**" comprising of Lower Ground + Upper Ground + 1st to 30th + 31st floors under project name "**Vihang Woods**" having Rera Registration No. P51700005038, and (iii) Wing "**E1**" & "**E2**" (above building "**A**") comprising of Basement + Stilt /Lower Ground + Upper Stilt 1 /Upper Ground 1 + Upper St 2/Upper Ground 2 + Service Floor + 1st Part (Resi.) + 2nd Part Resi. + 3rd Part Resi. + E-Deck Level, Wing "**F**" comprising of (above building "**A**") comprising of Basement + Stilt /Lower Ground + Upper Stilt 1 /Upper Ground 1 + Upper St 2/Upper Ground 2 + 1st to 3rd Part (Resi.) + E-Deck Level and Wing "**G**" (above building **A**) comprising of Stilt/Lower Ground + Upper Stilt 1/Upper Ground 1 + Upper Stilt 2/Upper Ground 2 + 1st to 3rd Part (Resi.) + E Deck Level + 4th to 32nd + 33rd (Pt) Floors. Likewise the said Godrej is entitled to construct building No.1 & 2 comprising of Lower Ground 1+ Lower Gr 2 + Upper Gr + Podium 1 + Upper Stilt + 1st to 28th Floors.

AND WHEREAS the subject matter of this Agreement is Wing "**G**" project name to be known as "**ORIS**" in complex to be known as "**Zero Mile City**" that shall be constructed above building "**A**" (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"**.

AND WHEREAS the Promoters hereby represent that, the Promoters have registered the said **Wing-G** and shall be known as "**ORIS**" 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 in the said Buildings, vide an Application dated _____, has applied to the Promoters to allot a Flat bearing No._____, in Building No. "**A**", **Wing 'G'** to be known as **ORIS** in project known as "**Zero Mile City**" (hereinafter referred to as "**said 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 **Schedule 'A' 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 31/12/2032 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, Reg.no. CA-92/14860** and **EPICONS CONSULTANT PVT. LTD., Reg.no. STATE/R/2024/APL/15283** 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 _____ 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.

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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 Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters 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 and a covered parking space 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 **i.e. Building No.A, Wing "G" to be known as "ORIS"**, in project known as **"Zero Mile City"**, comprising of comprising of Stilt/Lower Ground + Upper Stilt 1/Upper Ground 1 + Upper Stilt 2/ Upper Ground 2 + 1st to 3rd Part (Resi.) + E Deck Level + 4th to 32nd + 33rd (Pt) Floors on the part portion of the said property more particularly described in the Eleventh Schedule hereinbelow written 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 said 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 (which includes the said 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 Allottee 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 3 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 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 Property to another or transferring on the said Property construction permissible on another property at any time prior to the conveyance of the said Property to the Federation.
- viii. The Promoters intend to acquire the adjoining properties in the nearby vicinity to the said property and amalgamate the same in the same layout with the said 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 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.. Provided, the Promoters shall obtain prior written consent of the Allottee in case such alteration adversely affects the area of the said Apartment being purchased by the Allottee.
- 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 “A” Wing “G” (hereinafter referred to as ‘the said building’) to be known as “ORIS, in project known as “Zero Mile City”, having carpet area admeasuring _____ sq. metres equivalent to _____ 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) the nature, extent and description of the common areas and facilities which are more particularly described in the Twelfth Schedule hereunder written.

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) 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 Promoters.

(iv) The Allottee shall pay the total consideration of **Rs. _____/- (Rupees _____ Only)** in respect of the said Apartment alongwith the car parking space to the Promoter as set out in the Schedule of Payment attached herewith and marked as **Annexure “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 (i) said consideration shall be deposited in RERA Designated Collection Bank Account i.e. **"VIHANG ENTERPRISES RERA DESIGNATED COLLECTION AC FOR ORIS-100", A/C NO: 0401001014270, IFSC: COSB0000040**, (ii) all payments towards taxes shall be made in RERA Designated Separate Bank Account i.e. **"VIHANG ENTERPRISES RERA DESIGNATED SEPARATE AC FOR ORIS-70" A/C NO: 0401001014289, IFSC: COSB0000040**. In addition to the above bank account, we have opened in the same bank, RERA Designated Transaction Bank Account i.e. **VIHANG ENTERPRISES RERA DESIGNATED TRANSACTION AC FOR ORIS-30" A/C NO: 0401001014261, IFSC: COSB0000040** respectively. All the aforementioned payments shall be made by way of crossed cheque/demand draft/RTGS/NEFT to the respective accounts.

(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 aggregate consideration pertaining to the said Apartment along with the car parking space 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 **"VIHANG ENTERPRISES RERA DESIGNATED COLLECTION AC FOR ORIS-100", A/C NO: 0401001014270, IFSC: COSB0000040, The Cosmos Co.op Bank Ltd.** 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 **"VIHANG ENTERPRISES RERA DESIGNATED COLLECTION AC FOR ORIS-100", A/C NO: 0401001014270, IFSC: COSB0000040, The Cosmos Co.op Bank Ltd.** 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 xy 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 three defaults in payment of the installments/ amounts payable hereunder, 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 including brokerage, if any) 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 Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, on account of construction or design aesthetics 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

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

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 Promoters shall give possession of the Apartment to the Allottee on 31/12/2032 being the project completion date declared by the Promoters in the RERA Registration Certificate or any such date as may be extended by RERA (Possession Date). If the Promoters fail or neglect to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in the clause 4 (xv) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

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

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 (three) 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 said Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartments is ready for use and occupancy.

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

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 then 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 said 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 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 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.
- iii. Without prejudice to the rights of the Promoters 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 Promoters under this Agreement (including the proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults in payment of the instalments, the Promoters shall at their own option be entitled to terminate the said Agreement ;
- iv. 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.

- v. All the aforesaid rights and/or remedies of the Promoters 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 Promoters or any of its representatives then the Promoters shall without prejudice to any another remedies available to them in law, the Promoters shall at their own option be entitled to terminate the said Agreement.

- vii. Upon the Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters 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 Promoters and also the Financial Institution.
- v. The Allottee shall indemnify and keep indemnified the Promoters and their nominees and/or assigns from and against all claims, charges, damages, losses etc. that the Promoters 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 5 x. 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.
- 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. The Promoters shall form separate Common Organizations in respect of each building. The Promoters shall form a Federation consisting of all such Common Organizations after the Occupancy Certificate has been received for all the buildings which form part of the said Project. As hereinabove mention the Promoters are in the process of acquiring and amalgamating adjoining properties in the vicinity of the said property as mentioned hereinabove. The Allottee understands that the Promoters shall construct additional building/s on acquiring the adjoining properties and that the Promoters shall form the final Federation (Ultimate Organisation) after the Occupancy Certificate has been received for all the buildings which forms part of the said Project.

iii. The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building or wing in which the said Apartment is situated. The Allottee agrees and confirms that the Promoters 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 Promoters 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 respective Land 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 Promoters 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 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 agrees and confirms that the said project i.e. Wing “G” to be known as “**ORIS**” that shall be constructed on Building No. “A”, in complex to be known as “**Zero Mile City**” 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 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/ entire property to be executed in favour of the Apex Body or Federation;

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

ii. The Promoters have 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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the 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 Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building/wing and common areas;

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

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said

property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. The Promoters hereby declare that out of the total sanctioned FSI for the said entire property, the Promoters have presently utilised the FSI admeasuring **19505.76** sq.mtrs. for construction of Wing “A” comprising of Basement + Gr + 1st + Part Service Floor + 2nd & 3rd Floor (Commercial)/Hotel 1 + Hotel 2 + Hotel 3, area admeasuring **10322.50** sq.mtrs. for construction of **Wing-B** comprising of Lower Ground + Upper Ground + 1st to 30th Floors (including 18 flats from building “C”) as mentioned hereinabove, area admeasuring 10959.85 sq.mtrs. & 14311.80 sq.mtrs. for construction of Building No.“C” & “D” comprising of comprising of Lower Ground + Upper Ground + 1st to 30th + 31st floors respectively and area admeasuring 28226.44 sq.mtrs. for construction **Wing “G”** comprising of Stilt/Lower Ground + Upper Stilt 1/Upper Ground 1 + Upper Stilt 2/ Upper Ground 2 + 1st to 3rd Part (Resi.) + E Deck Level + 4th to 32nd + 33rd (Pt) Floors, area admeasuring 921.81 sq.mtrs. for construction of **Wing “E1”**, area admeasuring 921.93 sq.mtrs. for construction of **Wing “E2”** both comprising of comprising of Basement + Stilt /Lower Ground + Upper Stilt 1 /Upper Ground 1 + Upper St 2/Upper Ground 2 + Service Floor + 1st Part (Resi.) + 2nd Part Resi. + 3rd Part Resi. + E-Deck Level, area admeasuring 920.29 sq.mtrs. for construction of **Wing “F”** comprising of comprising of (above building “A”) comprising of Basement + Stilt /Lower Ground + Upper Stilt 1 /Upper Ground 1 + Upper St 2/Upper Ground 2 + 1st to 3rd Part (Resi.) + E-Deck Level 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 for construction of Wing “E-1”, Wing “E-2” & Wing “F” and 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 has granted his consent for the same. The plan showing the proposed buildings are shown on plan by blue colour boundary line on the plan annexed hereto and marked as **Annexure “B2”**;

x. The Promoters 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 the 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 Promoters 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 Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

xii. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums,

damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xiii. 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 Promoters 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 Promoters shall not be liable, required and/or obligated to provide any other specifications, fixture in the said Apartment. The Promoters 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 as are more particularly described in twelfth Schedule hereunder written.

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 consideration 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, pardis 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, his 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 the said 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 (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 stick/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 confirms 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 user of the said 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 Promoters) 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 Promoters and all furniture's items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Apartment and the Promoters are 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 Promoters 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 Promoters as completed, 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 Apartment / building / Project / the said 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 Promoters, 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.

xl.ii. 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.

xl.iii. 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.

xl.iv. The Allottee(s) also agree/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 said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- iv. After the Promoters execute this Agreement, they 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 Paymnet 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 HEREINABOVE REFERRED TO:

Firstly (the said First Larger Property):

ALL THOSE PIECES OR PARCELS of land bearing Old Survey No.195, Hissa No.1P, admeasuring 23,600 sq. mtrs.; and Old Survey No.195, Hissa No.1P, admeasuring 14,400 sq. mtrs. aggregating to 38,000 sq. mtrs. situate, lying and being at village Bhayenderpada (old Village-Owale), Taluka and Dist. 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 2450 sq. mtrs. out of the said First Larger Property more particularly described Firstly in the present Schedule hereinabove written.

Thirdly (the said First Reserved Portion):

ALL THAT PORTION admeasuring 40 sq. mtrs. out of the said First Plot more particularly described Secondly in the present Schedule hereinabove written, has been reserved for 20 Mtrs. wide D.P. Road which has been renumbered as S. No.91, Hissa No.1/3C.

Fourthly (the said First Property):

ALL THAT PORTION admeasuring 2370 sq. mtrs. and 40 sq.mtrs. out of the said First Plot more particularly described Secondly in the present Schedule hereinabove written which has been renumbered as S. No.91, Hissa No.1/1/A and 1/2B respectively.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Second Larger Property):

ALL THOSE PIECES OR PARCELS of land bearing Old Survey No.195, Hissa No.2, admeasuring 3,200 sq. mtrs, situate, lying and being at village Bhayenderpada (old Village-Owale), Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly (the said Second Reserved Portion):

ALL THOSE PORTIONS admeasuring 440 sq. mtrs. has been reserved for 20 Mtrs. wide D.P. Road; portion admeasuring 1740 sq. mtrs. has been reserved for 40 Mtrs. wide D.P. Road & portion admeasuring 800 sq. mtrs. has been reserved for playground out of the said Second Larger Property more particularly described Firstly in the present schedule hereinabove written which has been renumbered as S. No.91, Hissa No.2B, 2C & 2D respectively.

Thirdly (the said Second Property):

ALL THAT PORTION admeasuring 220 sq. mtrs. out of the said Second Larger Property more particularly described Firstly in the present Schedule hereinabove written which has been renumbered as S. No.91, Hissa No.2A.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Second Plot to said Eighth Plot):

ALL THOSE PIECES OR PARCELS of land situate, lying and being at village Bhayenderpada (old Village-Owale), Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation, more particularly described in the table mentioned hereunder.

Sr.No.	Old Survey No.	New Survey No.	Hissa No.	Area In Sq.mtrs.	Defined as
1	219	102	1	280	Second Plot
2	219	102	3	530	Fourth Plot
3	220	103	1	680	Fifth Plot
4	220	103	2	560	Fifth Plot
5	221	104	8	4630	Sixth Plot
6	219	102	2-B	2000	Third Plot
7	221	104	11	3210	Seventh Plot
8	217	109	29	10200	Eighth Plot
			Total	22090	

Secondly Secondly : (following portions out of the Fourth Plot, Sixth Plot, Seventh Plot, Eighth Plot are reserved for 40 Mtrs. D.P. Road, 60 Mtrs. D.P. Road, Truck Terminal and Amenity Open Space and are collectively referred to as **the said Third Reserved Portion**)

Plot No.	Old Survey No.	New Survey No.	Old Hissa No.	New Hissa No.	Area In Sq.mtrs.	Reserved for
3rd	219	102	2	2-A	1350	40Mtrs. Road
4th	219	102	3	3-A	30	40Mtrs. Road
6th	221	104	8	8-A	320	60 Mtrs Road
				8-C	2400	40 Mtrs. Road
				8-D	1810	Truck Term.
7th	221	104	11	11-A	20	60 Mtrs Road

				11-C	870	40 Mtrs. Road
8th	217	109	29	29-A	40	60 Mtrs Road
				29-B-2	10	40 Mtrs. Road
				29-C	1350	Truck Terminal
				29-D	40	40 Mtrs. Road

Thirdly (the said Third Property):

ALL THOSE PIECES AND PARCELS OF LAND, situate, lying and being at village Bhayenderpada, Taluka and District Thane more particularly described hereinbelow are collectively referred to as the said Third Property :

Plot No.	Old Survey No.	New Survey No.	Old Hissa No.	New Hissa No.	Area In Sq.mtrs.
2nd	219	102	1	1	280
3rd	219	102	2	2-B	650
4th	219	102	3	3-B	500
5th	220	103	1	1	680
	220	103	2	2	560
6th	221	104	8	8-B	100
7th	221	104	11	11-B	2320
8th	217	109	29	29-B-1	8760

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Ninth & Tenth Plot):

ALL THOSE PIECES OR PARCELS of land bearing Old Survey No. 221 New Survey No.104 Hissa No.7, admeasuring 3020 sq. mtrs., and Old Survey No.217, New Survey No.109 Hissa No.30/1, admeasuring 8700 sq. mtrs. situate lying and being at village Bhayenderpada (old Village-Owale), Taluka and District Thane, Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : (the said Fourth Reserved Portion)

ALL THOSE PORTIONS a portion admeasuring 2820 sq. mtrs. out of the said Ninth Plot which has been renumbered as S. No.104, Hissa No.7A has been reserved for 60 Mtrs. wide D.P. Road and 1960 sq. mtrs. out of the said Tenth Plot has been reserved for 60 Mtrs. wide D.P. Road which has been renumbered as S. No.109, Hissa No.30/1A, more particularly described Firstly in the present schedule hereinabove written.

Thirdly : (the said Fourth Property)

ALL THOSE PORTIONS being land admeasuring 200 sq. mtrs. out of the said Ninth Plot which has been renumbered as S. No.104, Hissa No.7B & 7C and 6740 sq.mtrs. out of the said Tenth Plot which has been renumbered as S. No.109, Hissa No.30/1B more particularly described Firstly in the present Schedule hereinabove written.

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Third Larger Property):

ALL THOSE PIECES OR PARCELS of land bearing Old Survey No. 220 New Survey No.103 Hissa No.3, admeasuring 3970 sq. mtrs., situate lying and being at village Bhayenderpada (old Village-Owale), Taluka and District Thane, Taluka and Dist. Thane, in the

Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : (the said Fifth Reserved Portion)

ALL THOSE PORTION a portion admeasuring 970sq. mtrs. out of the said Third Larger Property has been reserved for 40 Mtrs. wide D.P. Road which has been renumbered as S. No.103, Hissa No.3B, more particularly described Firstly in the present schedule hereinabove written.

Thirdly : (the said Fifth Property)

ALL THOSE PORTION being land admeasuring 370 sq. mtrs. and 480 sq.mtrs. out of the said Third Larger Property more particularly described Firstly in the present Schedule hereinabove written falls under residential zone which has been renumbered as S. No.103, Hissa No.3A/1 and 3A/3.

Fourthly : (Amenity Open Space)

ALL THOSE PORTION being land admeasuring 2150 sq.mtrs. out of the said Third Larger Property more particularly described Firstly in the present Schedule hereinabove written is reserved for Amenity Open Space which has been renumbered as S. No.103, Hissa No.3A/2.

THE SIXTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Eleventh Plot) &(the said Twelfth Plot) respectively :

ALL THAT PIECE OR PARCEL of land bearing Old Survey No. 220 New Survey No.103 Hissa No.5B, admeasuring 980 sq. mtrs. and Old Survey No. 217 New Survey No.109 Hissa No.34, admeasuring 1350 sq. mtrs., situate lying and being at village Bhayenderpada (old Village-Owale), Taluka and District Thane, Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : (the said Sixth Reserved Portion)

ALL THOSE PORTION a portion admeasuring 160sq. mtrs. out of the said Eleventh Plot has been reserved for 40 Mtrs. wide D.P. Road, more particularly described Firstly in the present schedule hereinabove written which has been renumbered as S. No.103, Hissa No.5B/1.

Thirdly : (the said Sixth Property)

ALL THOSE PORTIONS being land admeasuring 800 sq. mtrs. out of the said Eleventh Plot which has been renumbered as S. No.103, Hissa No.5B/2 and Survey No. 217 New Survey No.109 Hissa No.34, admeasuring 1350 sq. mtrs., i.e. the said Twelfth Plot more particularly described Firstly and Secondly in the present Schedule hereinabove written falls under residential zone.

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly : The said Thirteenth & Fourteenth Plot

ALL THOSE PIECES AND PARCELS of land bearing Old Survey No. 220 New Survey No.103 Hissa No.4 admeasuring 2050 sq. mtrs., and Old SurveyNo. 219 New Survey No.102 Hissa No. 2-A (now renumbered as 2C), admeasuring 2450 sq.mtrs. situate lying and being at village Bhayenderpada (old Village-Owale), Taluka and District Thane, Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : The said Thirteenth Reserved Portion

ALL THAT portion admeasuring 30 sq.mtrs. out of Thirteenth Plot is reserved for amenity space more particularly described Firstly in the present schedule hereinabove written which has been renumbered as S. No.103, Hissa No.4/A.

Thirdly : (the Seventh Property)

ALL that portion admeasuring 2020 sq.mtrs. out of the Thirteenth Plot more particularly described Firstly in the Seventh Schedule hereinabove which is renumbered as Survey No.103 Hissa No.4B and the said Fourteenth Plot i.e. New Survey No.102/2C admeasuring 2450 sq.mtrs. described Firstly in the Seventh Schedule hereinabove.

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly (the said Fourth Larger Property):

ALL THAT PIECE AND PARCEL land bearing Old Survey No.217 New Survey No. 109 Hissa No.30/4, admeasuring 9000 sq.mtrs. lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : The Fifth Larger Property :

ALL THAT PIECE AND PARCEL land bearing Old Survey No.196 New Survey No. 99 Hissa No.1, admeasuring 330 sq.mtrs. lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Thirdly : (the said Seventh Reserved Portion)

ALL THAT PORTION a portion admeasuring 50 sq. mtrs. out of the said Fourth Larger Property has been reserved for 40 Mtrs. wide D.P. Road, more particularly described Firstly in the present schedule hereinabove written which has been renumbered as S. No.109, Hissa No.30/4B.

Fourthly : (the said Eighth Reserved Portion)

ALL THAT PORTION a portion admeasuring 140 sq. mtrs. out of the said Fifth Larger Property has been reserved for 20 Mtrs. wide D.P. Road, more particularly described Secondly in the present schedule hereinabove which has been renumbered as S. No.99, Hissa No.1B.

Fifthly: (the said Eighth Property)

ALL THAT PORTION being land admeasuring 8950 sq. mtrs. out of the said Fourth Larger Property more particularly described Firstly in the present Schedule hereinabove written falls under residential zone which has been renumbered as S. No.109, Hissa No.30/4A .

Sixthly :(the said Ninth Property)

ALL THAT PORTION being land admeasuring 190 sq. mtrs. out of the said Fifth Larger Property more particularly described Secondly in the present Schedule hereinabove written falls under residential zone which has been renumbered as S. No.99, Hissa No.1A.

THE NINTH SCHEDULE HEREINABOVE REFERRED TO:

(the said Tenth Property)

ALL THAT PIECE AND PARCEL land bearing Old Survey No.217 New Survey No. 109 Hissa No.33, admeasuring 1450 sq.mtrs. lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

THE TENTH SCHEDULE HEREINABOVE REFERRED TO:

Firstly : (The said Fifteenth Plot)

ALL THAT PIECE AND PARCEL land bearing Old Survey No.196 New Survey No. 99 Hissa No.2, admeasuring 1570 sq.mtrs. lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Secondly : (The said Sixteenth Plot)

ALL THAT PIECE AND PARCEL land bearing Old Survey No.197 New Survey No.100 Hissa No.30, admeasuring 7700 sq.mtrs. lying, being & situate at village Bhayenderpada (old village Owale) Taluka & Dist. Thane Taluka and Dist. Thane, in the Registration District and Sub-District Thane and within the limits of the Thane Municipal Corporation.

Thirdly : (the said Ninth & Tenth Reserved Portion)

ALL THOSE PORTIONS being land admeasuring 280 sq. mtrs. and area admeasuring 1290 sq.mtrs. out of the said Fifteenth Plot has been reserved for 20 Mtrs. wide D.P. Road and Play Ground No.1 respectively and more particularly described Firstly in the present schedule hereinabove written which has been renumbered as S. No.99, Hissa No.2A & 2B.

Fourthly : (the said Eleventh & Twelfth Reserved Portion)

ALL THOSE PORTIONS being land admeasuring 2070 sq. mtrs. and area admeasuring 1350 sq.mtrs. out of the said Sixteenth Plot more has been reserved for 20 Mtrs. wide D.P. Road and Play Ground No.1 respectively and more particularly described Secondly in the present Schedule hereinabove written which has been renumbered as S. No.100, Hissa No.30B & 30C.

**THE ELEVENTH SCHEDULE HEREINABOVE REFERRED TO:
(the said Property)**

ALL THOSE PORTIONS admeasuring area of **40625.22 sq. mtrs.** to be consumed and utilized upon the remaining portion of the said Entire Property.

**THE TWENTY SECOND SCHEDULE ABOVE REFERRED TO THE NATURE,
EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES/AMENITIES
AS PER CURRENT C.C. DATED 28/11/2025**

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	FITNESS CENTRE	SAME AS RERA DATE	SAME AS RERA DATE	134.46 sq.m.
2	CRECHE	SAME AS RERA DATE	SAME AS RERA DATE	134.46 sq.m.
3	SOCIETY OFFICE	SAME AS RERA DATE	SAME AS RERA DATE	49.48 sq.m.

B) PROPOSED 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	RECREATIO NAL AMENITY FLOOR – 44TH FLOORS		SAME AS RERA DATE	SAME AS RERA DATE	951.74 SQ.M.	NIL

C) FACILITIES/AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT DESCRIBED AT RG CALCULATION FROM 8A TO 8F ON STILT FLOOR ON SANCTIONED LAYOUT PLAN:

	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	RG AREA		SAME AS RERA DATE	SAME AS RERA DATE	1345.57 SQ.M.	

D) THE SIZE AND THE LOCATION OF THE FACILITIES/AMENITIES IN FORM OF THE OPEN SPACES (RG/PG etc.) 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	RG AREA		1345.57 SQ.M.	SAME AS RERA DATE	SAME AS RERA DATE

E) DETAILS AND SPECIFICATIO S OF THE LIFTS:

	Type Lift (passenger/service/stretcher/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	5	10-15 PASSENGERS	1.5 TO 3.0 M/S
2	FIRE LIFT	1	10-15 PASSENGERS	1.5 TO 3.0 M/S

Note : These common amenities are for the members of all the buildings of Zero Mile City 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 ____ floor of Wing “G” to be known as “ORIS”, to be constructed above building “A” in project to be known as “Zero Mile City”, to be constructed on land bearing New Survey No. 91/1/1/A, 91/1/2B, 91/1/3C, 91/2A, 91/2B, 91/2C, 91/2D, 99/1/A, 99/1/B, 99/2/A, 99/2/B, 100/30/B, 100/30/C, 102/1, 102/2A, 102/2B, 102/2C, 102/3/A, 102/3/B, 103/1, 103/2, 103/3/A/1, 103/3/A/2, 103/3/A/3, 103/3B, 103/4A, 103/4B, 103/5/B/1, 103/5/B/2, 104/7/A, 104/7/B, 104/7/C, 104/8/A, 104/8/B, 104/8/C, 104/11/A, 104/11/B, 104/11/C, 109/29/A, 109/29/B/1, 109/29/B/2, 109/29/C, 109/29/D, 109/30/1/A, 109/30/1/B, 109/30/4/A, 109/30/4/B, 109/33 and 109/34, situate, lying and being at village Bhayenderpada,, Taluka & District Thane alongwith one car parking space bearing No. _____ admeasuring _____ sq.ft. having _____ ft Length X _____ ft Breath X _____ ft. vertical clearance, at _____ Level.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

M/S. VIHANG ENTERPRISES

MR. VIHANG PRATAP SARNAIK

Please affix
 photograph
 and sign
 across the
 photograph

(PARTNER)

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 clause
No.4(iv) hereianbove payable by them to us.

We say received.
For M/s. VIHANG ENTERPRISES

Promoters

Housiey.com

ANNEXURE - 1	
ORIS- G WING	
Event	%
Booking Amount (S)	1.35
Balance Amt. of 5% within 5 days from the date of Booking (S)	3.65
Balance Amt. of Earnest Money Deposit Within 10 days from the date of Booking (S)	5
After Execution Of Agreement (S)	20
On Completion of Plinth (E)	15
On Completion of 2nd Podium Slab (E)	3
On Completion 4th Floor Bottom Slab (E)	3
On Completion 8th Floor Bottom Slab (E)	3
On Completion 12th Floor Bottom Slab (E)	2
On Completion 16th Floor Bottom Slab (E)	2
On Completion 20th Floor Bottom Slab (E)	2
On Completion 24th Floor Bottom Slab (E)	2
On Completion 28th Floor Bottom Slab (E)	2
On Completion 32nd Floor Bottom Slab (E)	4
On Completion of Terrace Floor Slab (E)	2
Completion of Construction of Walls (E)	1
On Completion of Internal Plaster (E)	1
On Completion of Flooring (E)	1
On Completion of Doors (E)	1
On Completion of Windows (E)	1
On Completion of Sanitary Fittings (E)	1
On Completion of Staircases (E)	1
On Completion of Lift Wells (E)	2
On Completion of Lobbies Upto the floor level of the said Apartment (E)	1
On Completion of External Plaster (E)	2
On Completion of Construction of External Plaster & Elevation (E)	1
On Completion of Terraces With Waterproofing (E)	1
On Completion of External Plumbing (E)	1
On Complition of Lifts, Water Pump, Electrical Fittings, Environment Requirement of the said apartment (E)	10
On Possession (E)	5
	100