

DRAFT WITHOUT PREJUDICE

Ref. No.

Date :

ALLOTMENT LETTER

To,
Mr. _____
Add. : _____

Sub : Allotment of Apartment No _____ having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area _____ sq. mtr equivalent to _____ sq. ft.) on ___ floor, in the building No. ___ of project known as "RAUNAK BLISS A3" at Village Owale, Vadavali, Taluka and District Thane.

Dear Sir/Madam,

We have allotted the Subject Apartment subject to the following terms and conditions:

1. All the terms and conditions set out herein including payment schedule and all the Annexures annexed hereto is the part of this Allotment letter and shall be binding on you.
2. The sale consideration for the subject Apartment (Floor plan of the Apartment is annexed herewith as Annexure I herein) is Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure 'II' annexed herewith
3. We acknowledge the receipt of a sum of Rs _____ (Rupees _____ only) as advance payment or application fee and you shall pay to us the balance amount of Rs (Rupees) as per payment schedule annexed herewith as Annexure V herein.
4. Time in respect of the payments or instalments as mentioned in Annexure V herein and in respect of all amounts payable under these presents by you to us is of the essence of the contract. Delay in making payment will attract interest as specified in the rule for the period of such delay and/or Default in making timely payment will attract the provisions of cancellation of allotment and forfeiture of money.

5. Maintenance charges, electric meter, society charges and other amounts referred in the payment statement annexed hereto as Annexure "III" will be extra and payable at the time of handing over possession of the said premises to you.
6. Please note that this allotment is further subject to paying the requisite stamp duty and registration charges and registering the Agreement for sale within 30 days from the date hereof ,failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and/or Application Form and forfeit the amounts .
7. Please further note that the Agreement for sale contains detailed terms and conditions of the sale of the Apartment. A draft of Agreement for sale has been uploaded on the RERA site for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Note : All the plans, drawings, amenities etc. are subject to the approval of the respective authorities and would be changed if necessary for the betterment of the development.

Thanking You
Yours faithfully

For M/S. UNNATHI ASSOCIATES

(Authorised Signatory)

Annexed hereto:

1. **Annexure 'I'** : Floor Plan
2. **Annexure 'II'** : Common areas and facilities
3. **Annexure 'III'** : Possession Charges, Maintenance charges, electric meter charges, society formation charges, and other charges plus taxes as referred in the payment statement will be extra and payable at the time of handing over possession.
4. **Annexure 'IV'** : Apartment / Flat Amenities
5. **Annexure 'V'** : Payment Schedule

DRAFT WITHOUT PREJUDICE
AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane this _____ day of _____, 201__ BETWEEN M/S. UNNATHI ASSOCIATES, PAN AABFU4497L a registered Partnership firm, having registered office at 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Laxmi Narayan Residency, Unnathi Garden, Opp. Ma Niketan, Pokharan Road No.2, Majiwade, Thane (West) 400 610, hereinafter referred to as “**the PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all partner/s of the said firm, M/s. Unnathi Associates, survivor or survivors of them and the respective heirs, executors and administrators of such last survivor) of the One Part AND **Mr/Mrs.** PAN _____ having address at _____ hereinafter referred to as the ‘**ALLOTTEE**’ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual/s his/her/their respective heirs, executors, administrators and permitted assigns and in the case of a Partnership Firm the partners for the time being constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their/his/her permitted assigns and in the case of a body corporate its successors and assigns) of the OTHER PART;

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

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

WHEREAS :

A i) One Bhau Divdya Raut during his life time acquired the property bearing S.No.21/6 admeasuring 2830 sq.mtrs lying and being at village Vadavali Taluka and District Thane more particularly described in the First Schedule hereunder Promoters written (hereinafter referred to as ‘the said First Property’) under the provisions of the Bombay Agricultural Lands & Tenancy Act (hereinafter referred to as ‘the Tenancy Act’) and shown on the plan thereof hereto annexed as Annexure ‘C’ by red colour boundary line.

ii) The said Bhau Divdya Raut died intestate leaving behind him two sons namely 1) Ramchandra alias Balaram 2) Laxman & two daughters namely 3) Ramabai Jaywant Patil 4) Anandibai Bhaskar Madhavi (hereinafter collectively referred to as ‘the said heirs of the said Bhau’) as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) The Ramchandra alias Balaram Bhau Raut died intestate on 29/03/2001 leaving behind his widow, Smt. Neerabai Ramchandra Raut, three sons namely 1) Ananta Ramchandra Raut, 2) Ganesh Ramchandra Raut, 3) Subhash Ramchandra Raut & 3 daughters namely 1) Lata Suresh Kate, 2) Ranjana Pralhad Shelke & 3) Sushila Ramchandra Raut as his only legal heirs in accordance with the Hindu Succession Act by which he was governed at the time of his death (hereinafter referred to as 'the said heirs of the Ramchandra').

iv) By and under Development Agreement dated 07/02/1989 (hereinafter referred to as 'the said Development Agreement dated 07/02/1989') executed between M/s. Poorvi Enterprises (hereinafter referred to as 'the said Poorvi') therein referred to as the Developers of the one part and 1) Laxman Bhau Raut, 2) Kum Santoshi Laxman Raut, being minor, through her legal guardian, Shri Laxman Bhau Raut, 3) Shaila Laxman Raut alias Shaila Chandrakant Patil, 4) Seema Laxman Raut alias Seema Bharat Thakur 5. Jyoti Laxman Raut alias Jyoti Mahendra Sawant (hereinafter referred to as 'the said Laxman & others') therein referred to as the Owners of the other part, the owners therein granted the development rights to the Developers therein for and in respect of the said First property at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 07/02/1989 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.1113/1989.

v) pursuant to the said Development Agreement dated 07/02/1989, the Owners therein executed power of Attorney of even date (hereinafter referred to as 'the said POA dated 07/02/1989') in favour of the person nominated by the said Poorvi to do all acts, deeds, matters and things for and in respect of the development of the said First Property. The said POA dated 07/02/1989 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.43/1989.

vi) By a Supplementary Agreement dated 28/07/1995 (hereinafter referred to as 'the said First Supplementary Agreement') executed between the said Poorvi therein referred to as the Developers of the one part and the said Laxman and others therein referred to as the Owners of the other part, the parties thereto mutually modified and amended the terms and conditions of the said Development Agreement dated 07/02/1989. The said First Supplementary Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6922/1995.

vii) The heirs of the said Bhau, the heirs of the said Ramchandra, said Laxman & Others shall henceforth be collectively referred to as 'the said First Original Owners').

viii) By and under Development Agreement dated 13/12/2005 (hereinafter referred to as 'the said Development Agreement dated 13/12/2005') executed between the said Poorvi therein referred to as the Developers of the one part and the said First Original Owners therein referred to as the Owners of the other part, the owners therein granted the

development rights for and in respect of the said First property to the Developers therein at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 13/12/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.8235/2005.

ix) Pursuant to the said Development Agreement dated 13/12/2005 the said First Original Owners executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 13/12/2005') in favour of the person nominated by the said Poorvi to do all acts, deeds, matters and things for and in respect of the development of the said First Property. The said POA dated 13/12/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.877/2005.

x) By and under Development Agreement dated 03/05/2006 (hereinafter referred to as 'the said Development Agreement dated 03/05/2006') executed by and between the said Poorvi therein referred to as the Assignors of the one part and Promoters therein referred to as the Assignees of the other part, the Assignors therein agreed to assign to the Assignees therein and the Assignees therein agreed to acquire from the Assignors therein the development rights for and in respect of the said First property alongwith other properties at or for the consideration and for and upon the terms and conditions contained therein. The said Development Agreement dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3536/2006 on 05/05/2006.

xi) Pursuant the said Development Agreement dated 03/05/2006 the said Poorvi also executed Substituted Power of Attorney dated 05/05/2006 (hereinafter referred to as 'the said Substituted POA dated 05/05/2006') in favour of the persons nominated by Promoters in order to enable them to carry out all acts, deeds, matters and things for and in respect of the development of the properties described therein. The said Substituted POA dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.446 on 05/05/2006.

xii) By order bearing No. ULC/TA/T.N.7/VADAWALI/SR-170 dated 11/10/2007, the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), declared that the said First Original Owners hold surplus land to the extent of 198 sq. mtrs., out of their total holdings which does not include the said First property.

xiii) By order bearing No.TD/T6/K.V./V.P/S.R.424/2007dated05/03/2008 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43 (1) of the Tenancy Act, the said First Original Owners were granted development permission in respect of the said First property upon the terms and conditions therein mentioned.

xiv) By order bearing No.TD/T6/K.V./V.P/S.R. 28/2010 dated 05/05/2010 passed by the Sub Divisional Officer, Thane , in accordance with the provisions of Sec.43 (1) of the Tenancy Act, the said First Original Owners were granted sale permission in respect of the said First property upon the terms and conditions therein mentioned.

xv) By and under Deed of Conveyance dated 10/05/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 10/05/2010') executed between the said First Original Owners (save and except the children of the said Laxman) therein referred to as the Vendors of the first part, the children of the said Laxman therein referred to as the First Confirming Party of the second part, the said Poorvi therein referred to as the Second Confirming Party of the third part and 1) Shri Rajan Narayan Bandelkar, 2) Shri. Shyamal Vijay Mody, 3) Mrs. Kalpana Vijay Mody and 4. Mrs. Sangeeta Kirti Shah, the partners of the Promoters (hereinafter referred to as 'the said First Owners') therein referred to as the Purchasers of the Fourth part, and the Vendors therein, with the consent and knowledge of the First Confirming Party and the Second Confirming Party therein sold, assured, conveyed and transferred all their undivided right, title, interest and claim whatsoever in the said First property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 10/05/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5991/2010.

B) i) One Shri Mahadu Govind Patil (hereinafter referred to as the said Mahadu) during his life time acquired the property bearing old S. No. 107/8, New Survey No.72/8 admeasuring 130 sq. mtrs. and old S.No.112/1, New Survey No.71/1 admeasuring 8150 sq. mtrs. lying and being at village Owale Taluka and District Thane under the provisions of the Tenancy Act and more particularly described Firstly in the Second Schedule hereunder written (hereinafter collectively referred to as 'the said Larger property')

ii) The said Mahadu died intestate leaving behind him his wife, Smt. Kalibai (hereinafter referred to as 'the said Kalibai') & his son Gopal (hereinafter referred to as 'the said Gopal') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) The said Gopal also died intestate in the year 1970 leaving behind him his mother, said Kalibai, his wife, 1) Smt. Padibai (hereinafter referred to as 'the said Padibai') and four sons 2) Shri Vithal (hereinafter referred to as 'the said Vitthal'), 3) Shri Krishna (hereinafter referred to as 'the said Krishna'), 4) Shri Ananta (hereinafter referred to as 'the said Ananta') & 5) Shri Parshuram (hereinafter referred to as 'the said Parshuram') and one daughter, 6) Sau. Chandrabhaga Ramchandra Shinge (hereinafter referred to as 'the said Chandrabhaga' and Nos.1 to 6 shall be collectively referred to as 'the said heirs of said Gopal') 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.

iv) The said Kalibai died intestate in the year 1974-75 leaving behind her the said heirs of the said Gopal 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.

v) The said Vitthal died intestate on 15/12/1983 leaving behind him his two sons, 1) Baban, 2) Indrapal and one daughter, 3) Smt. Vatsala Sakharam Thakur (hereinafter except No.2, collectively be referred to as 'the said heirs of the said Vitthal') 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.

vi) The said Indrapal died intestate leaving behind him his two daughters 1) Madhuri and 2) Mohini and one son, Vishwas (hereinafter collectively referred to as 'the said heirs of the said Indrapal') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

vii) The said Krishna died intestate in the year 1985, leaving behind his widow, Smt. Chandrarekha, two sons, 2) Shri Vinod, 3) Shri Arun, and One daughter, 4) Manisha (hereinafter collectively referred to as 'the said heirs of the said Krishna') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

viii) The said Ananta died intestate on 30/06/2003 leaving behind him his 1) wife, Mangala two sons 2) Sunil, 3) Manesh and one daughter, 4) Lalita Ravindra Sashte (hereinafter collectively referred to as 'the said heirs of the said Ananta') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

ix) The said Parshuram, the said Chandrabhaga, the said heirs of the said Vitthal, the said heirs of the said Indrapal, the said heirs of the said Krishna and the said heirs of the said Ananta shall henceforth be collectively referred to as 'the said Second Original Owners').

x) By and under agreement dated 30/12/2006 (hereinafter referred to as 'the said Agreement dated 30/12/2006') executed between Promoters herein therein referred to as the Developers of the one part and the said heirs of the said Parshuram, the said Chandrabhaga & the said heirs of the said Ananta and Smt. Gauri Parshuram Patil & 11 others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of their undivided share in the said Larger property to the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Agreement dated 30/12/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.02551/2007 on 09/04/2007.

xi) Pursuant to the said Agreement dated 30/12/2006, the Owners therein executed Power of Attorney dated 09/04/2007 (hereinafter referred to as 'the said POA dated

09/04/2007') in favour of the persons nominated by Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the said Larger Property. The said POA dated 09/04/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.344/2007.

xii) By and under Agreement dated 24/09/2007 (hereinafter referred to as 'the said Agreement dated 24/09/2007') executed between Promoters herein therein referred to as the Developers of the one part and the said heirs of the said Indrapal, the said heirs of the said Vitthal and the said heirs of the said Krishan and Smt. Sushma Mahesh Patil & 9 others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of their undivided share in the said Larger property to the Developers therein at or for consideration and upon the terms and conditions therein contained. The said Agreement dated 24/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.6989/2007.

xiii) Pursuant to the said Agreement dated 24/09/2007 the said heirs of the said Indrapal, the Owners therein also executed Power of Attorney dated 24/09/2007 (hereinafter referred to as 'the said POA dated 24/09/2007') in favour of the persons nominated by Promoters in order to enable them to do all acts, deeds, matters and things for and in respect of the said Larger Property. The said POA dated 24/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.891/2007.

xiv) By Order bearing No.TD/Te.6/K.V/Thane/V.P/S.R.450/2009 dated 19/04/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, the said Second Original Owners have been permitted to sell the said Larger Property in favour of Promoters' partners, viz. the said First Owners.

xv) By and under Deed of Conveyance dated 27/04/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 27/04/2010') executed between the said Second Original Owners therein referred to as the Vendors of the first part, Smt. Gauri Parshuram Patil and 20 others therein referred to as the Confirming Party of the second part and the said First Owners therein referred to as the Purchasers of the Third part, the Vendors, with the consent and knowledge of the Confirming Party therein, sold, conveyed and transferred all their respective undivided rights, title, interest and claim whatsoever in respect of the said Larger Property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 27/04/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.5429/2010.

xvi) By a Deed of Conveyance dated 20/05/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 20/05/2011'), made and executed between the said First Owners therein referred to as the Vendors of the One Part and Naresh S. Khetwani, the partner of M/s. Darshan Enterprises (hereinafter referred to as 'the said Darshan') therein referred to as the Purchaser of the Other Part, the Vendors therein sold, transferred, assured

and conveyed all their undivided right, title, interest and claim in respect of portion of land admeasuring 4008 sq. mtrs. forming part of the land bearing S. No.112/1 out of the said Larger Property at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 20/05/2011 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.5626/2011.

xvii) By virtue of the above, the said First Owners are absolutely seized and possessed of and/or otherwise entitled to balance portion of the said Larger Property i.e. 4272 sq. mtrs. out of the said Larger Property and more particularly described Secondly in the Second Schedule hereunder written (hereinafter referred to as 'the said Second Property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

C) i) One Shri Baban Hendar Patil (hereinafter referred to as the said Baban), during his life time acquired the property bearing old S. No.113/1, New Survey No.66/1 admeasuring 11000 sq. mtrs., which is more particularly described in the Third schedule hereunder written (hereinafter referred to as 'the said Third property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line

ii) The said Baban died intestate leaving behind him his widow, Rohini and two sons, Shri Rahul & Shri Atul and one daughter, Sau Supriya Nandraj Patil (hereinafter collectively referred to as 'the said heirs of the said Baban') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) By and under Development Agreement dated 21/09/2007 (hereinafter referred to 'the said Agreement dated 21/09/2007') executed between M/s. Yash Enterprises (hereinafter referred to as 'the said Yash') therein referred to as the Developers of the One Part and the said heirs of the said Baban therein referred to as the Owners of the Other Part, the Owners therein agreed to grant development rights for and in respect of the said Third property alongwith other properties to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Agreement dated 21/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7034/2007.

iv) Pursuant to the said Agreement dated 21/09/2007, the Owners therein executed an even dated General Power of Attorney (hereinafter referred to as 'the said POA dated 21/09/2007') in favour of the persons nominated by the said Yash in order to enable them to do all acts, deeds, matters and things for and in respect of the said Third Property as contained therein. The said POA dated 21/09/2007 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1012/2007.

v) By an order bearing No.TD/T.6/K.V/VP/SR-281/2007 dated 26/11/2007, the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, granted permission to the said heirs of the said Baban to develop the said Third Property alongwith other properties upon the terms and conditions therein mentioned.

vi) By an order bearing No.TD/T.6/K.V/VP/SR-281/2007 dated 15/02/2010, the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, granted sale permission to the said heirs of the said Baban in respect of the said Third Property alongwith other properties upon the terms and conditions therein mentioned.

vii) By and under Deed of Conveyance dated 19/03/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 19/03/2010') executed between the said First Owners therein referred to as the Purchasers of the First Part, the said heirs of the said Baban therein referred to as the Owners of the Second Part and the said Yash therein referred to as the Confirming party of the Third Part, the Owners therein, with the consent and knowledge of the Confirming Party therein sold, conveyed and transferred their undivided right, title, interest and claim whatsoever in the said Third property alongwith other properties in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 19/03/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3572/2010.

D) i) One Shri Gangaram Mukadam alias Patil (hereinafter referred to as 'the said Gangaram') during his life time acquired the property bearing Old S. o.113/4, New S. No.66/4 admeasuring about 1100 sq. mtrs., Old S. No.113/14, New S. No.66/14 admeasuring 5600 sq. mtrs., Old S. No.114/1, New S. No.65/1 admeasuring 620 sq. mtrs., Old S. No.114/2, New S. No.65/2 admeasuring 6360 sq. mtrs. lying and being at village Owale, Taluka and District Thane, which is more particularly described in the Fourth schedule hereunder written (hereinafter referred to as 'the said Fourth property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line

ii) The said Gangaram and his wife Smt. Shantabai died intestate leaving behind them their three sons 1) Dwarkanath, 2) Janardan, 3) Gajanan & three daughters, 4) Smt. Tarabai, 5) Smt. Vimal and 6) Smt. Jamunabai (hereinafter referred to as 'the said Jamunabai') (hereinafter collectively referred to as 'the said heirs of the said Gangaram') as their legal heirs in accordance with the provisions of the Hindu Succession Act by which they were governed at the time of their death.

iii) The said Gajanan died intestate on 13/04/2002 leaving behind him his first wife, 1) Kishori, Second wife, 2) Smt. Anusuya and two sons viz. 3) Jagdish and 4) Shakha and a daughter namely 5) Tanuja (hereinafter collectively referred to as 'the said heirs of the said Gajanan') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iv) By Order bearing No.ULC/TA/Te-5/Owale/SR/99+ 118 dated 06/10/1998, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, under Section 8(4) of the Ceiling Act, declared that the said Fourth property is not the surplus Land in the hands of the said heirs of the said Gangaram and they were allowed to retain the same.

v) By and under Development Agreement dated 25/01/2005 (hereinafter referred to as 'the said Development Agreement dated 25/01/2005') executed between the said Poorvi therein referred to as the Developers of the one part and the said heirs of the said Gangaram except heirs No.2 and 6 thereof and the said heirs of the said Gajanan (except the heirs No.1 thereof) & Others therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein the development rights for and in respect of the said Fourth property at or for the consideration & upon the terms & conditions therein contained. The said Development Agreement dated 25/01/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.690/2005 on 27/01/2005.

vi) Pursuant to the said Development Agreement dated 25/01/2005, the Owners therein also executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 25/01/2005') in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said POA dated 25/01/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.82/2005.

vii) By and under Deed of Confirmation dated 09/03/2005 (hereinafter referred to as 'the said Deed of Confirmation dated 09/03/2005') executed between the said Poorvi therein referred to as the Developer of the one part and the said heir No.2 of the said heirs of the said Gangaram and others therein referred to as the Owners of the other part, the Owners therein, consented to and confirmed the said Development Agreement dated 25/01/2005 upon the terms and conditions therein contained. The said Deed of Confirmation dated 09/03/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1994/2005 on 09/03/2005.

viii) Pursuant to the said Deed of Confirmation dated 09/03/2005, the Owners therein also executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 09/03/2005') in favour of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said POA dated 09/03/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. 244/2005.

ix) The said heirs of said Gangaram (except No.3 and 6 thereof) and the heirs of the said Gajanan (except No.1 thereof) shall henceforth be collectively referred to as 'the said Third Original Owners'.

x) By order bearing No.TD/6/K.V/V.P/S.R/125/2005 dated 02/07/2005, the Sub-Divisional Officer, Thane Division, granted development permission in respect of the said Fourth property in accordance with the provisions of S.43(1) and rule 25 (a) (e) of the said Tenancy Act upon the terms and conditions mentioned in the said order dated 02/07/2005.

xi) By and under Development Agreement dated 23/12/2005 (hereinafter referred to as 'the said Development Agreement dated 23/12/2005') executed between the said Poorvi therein referred to as the Assignors of the first part, the said Third Original Owners & others therein referred to as the Confirming Party of the second part and Promoters herein therein referred to as the Assignors of the Third part, The Assignors therein, with the consent and knowledge of the Confirming Party therein, agreed to assign to the Assignees therein, the development rights for and in respect of the said Fourth property at or for the consideration and for and upon the terms and conditions contained therein. The said Development Agreement dated 23/12/2005 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.470/2006 on 19/01/2006.

xii) Pursuant to the said Development Agreement dated 23/12/2005, the Assignors therein executed two substituted Power of Attorneys both dated 19/01/2006 (hereinafter collectively referred to as 'the said SPOA dated 19/01/2006') in favour of the persons nominated by the Promoters in order to enable them do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said SPOA dated 19/01/2006 are registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.72/2006 and Sr.No.73/2006 respectively.

xiii) By and under Agreement for sale dated 05/04/2010 (hereinafter referred to as 'the said Agreement dated 05/04/2010') executed between Promoters herein therein referred to as the Developers of the one part and the said heir No.1 of the said heirs of the said Gajanan therein referred to as the Owner of the other part, the Owner therein agreed to sell transfer and assign all her undivided share in the said Fourth property to the Developers therein at and for the consideration and upon the terms and conditions therein contained. The said Agreement dated 05/04/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4373/2010.

xiv) Pursuant to the said Agreement dated 05/04/2010, the Owner therein also executed a Power of Attorney dated 05/04/2010 (hereinafter referred to as 'the said POA dated 05/04/2010') in favour of the persons nominated by the Developers therein in order to enable them to do all acts, deeds, matters and things in respect of the said Fourth property as contained therein. The said POA dated 05/04/2010 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.269/2010.

xv) By order No.TD/Te.6/K.V/V.P/S.R.30/2010 dated 18/05/2010, the Sub-Divisional Officer, Thane Division, granted sale permission in respect of the said Fourth property in accordance with the provisions of S.43 (1) and rule 25 (a) (e) of the said Tenancy Act upon the terms and conditions mentioned in the said order.

xvi) By and under Deed of Conveyance dated 25/05/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 25/05/2010') executed between the said Third Original

Owners therein referred to as the Vendors of the first part, Smt. Anita Dwarkanath Mukadam & 22 others therein referred to as the First Confirming Party of the Second part, the said Poorvi therein referred to as the Second Confirming Party of the Third part, the said First Owners therein referred to as the Purchasers of the Fourth part, the Vendors therein, with the consent and knowledge of the First and the Second Confirming Party therein, sold, conveyed, assured and transferred their undivided right, title, interest and claim whatsoever in the said fourth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 25/05/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6707/2010.

xvii) By a Deed of Confirmation dated 06/09/2013 (hereinafter referred to as 'the said Deed of Confirmation dated 06/09/2013') executed by and between Promoters herein therein referred to as the Party of the First part of the one part and the said heirs of the said Gajanan (save and except No.1 thereof) therein referred to as the Party of the Second Part of the other part, the Party of the Second Part therein consented to and confirmed all the agreements, Deeds, POA's, Confirmations, etc. executed in respect of the said Fourth Property as mentioned hereinabove upon the terms and conditions therein contained. The said Deed of Confirmation dated 06/09/2013 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7133/2013.

xviii) Pursuant to the said Deed of Confirmation dated 06/09/2013, the Party of the Second Part therein also executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 06/09/2013') in favour of the persons nominated by Promoters in order to enable them to carry out all acts, deeds, matters and things in respect of the property more particularly described therein. The said POA dated 06/09/2013 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.7134/2005.

xix) The said Jamunabai died intestate on 15/01/1975, leaving behind her son, 1) Jalandar (hereinafter referred to as 'the said Jalandar') and three daughters viz. 2) Champa, (hereinafter referred to as 'the said Champa'), 3) Anjibai (hereinafter referred to as 'the said Anjibai') and 4) Yamini (hereinafter referred to as 'the said Yamini') as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of his death.

xx) The said Yamini died intestate on 27/08/1988 leaving behind her two daughters, 1) Prakashini and 2) Manisha (hereinafter collectively referred to as 'the said heirs of the said Yamini') as her only heirs in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of his death. (the said Jalandar, the said Champa, the said Anjibai & the Legal Heirs of Yamini hereinafter collectively referred to as the legal heirs of the said Jamunabai).

xxi) By a Deed of Conveyance dated 31/12/2014, made and executed between the said First Owners therein referred to as the Party of the First Part of the one part and legal heirs of the said Jamunabai therein referred to as the Owners of the other part, the Owners

therein sold, transferred, conveyed, granted and assured all their right, title, interest and share whatsoever in respect of the said Fourth property alongwith other properties in favour of the Party of the First Part therein at or for the consideration and upon the terms and conditions therein contained. The said Deed of Conveyance dated 31/12/2014 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1490/2015 on 10/02/2015.

xxii) In pursuance of the said Deed of Conveyance dated 31/12/2014, the Owners therein also executed a Power of Attorney dated 10/02/2015 in favour of the persons nominated by the said First Owners in order to enable them to carry out all acts, deeds, matters and things mentioned therein in respect of the said Fourth Property. The said Power of Attorney dated 10/02/2015 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1491/2015.

xxiii) One Mrs. Vimal Janardhan Bhoir has filed a suit against the said Poorvi and 7 others including the Promoters in the court of Hon'ble Civil Judge (S.D.) Thane at Thane bearing Regular Civil Suit No.439/2006 for declaration and injunction in respect of the properties mentioned therein which includes the said Fourth property (hereinafter referred to as 'the said First Matter'). The said First Matter is pending. However, no adverse order has been issued in the said First Matter.

E) i) One Shri Damu alias Damodar Keshav Bhoir (hereinafter referred to as 'the said Damu') was the Owner of the property bearing old S. No.113/6, New S. No.66/6 admeasuring 1730 sq. mtrs., lying, situate and being at village Owale, Taluka and District Thane which is more particularly described in the Fifth schedule hereunder written (hereinafter referred to as 'the said Fifth property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Damu died intestate on 07/09/2003 leaving behind him his widow 1) Smt. Sonibai Damodar Patil, four sons viz. 2) Mr. Ramchandra, 3) Mr. Devendra, 4) Mr. Dnyaneshwar and 5) Ganesh and three daughters viz. 6) Mrs. Nilam Bhalchandra Vaze, 7) Smt. Lata Kanhayya Patil and 8) Smt. Mina Raju Patil (hereinafter collectively referred to as 'the said Fourth Original Owners') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) By and under Development Agreement dated 05/03/2004 (hereinafter referred to as 'the said Development Agreement dated 05/03/2004') executed between M/s. Ketki Developers (hereinafter referred to as 'the said Ketki') therein referred to as the Developers of the one part and the said Fourth Original Owners and others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of the said Fifth property to the Developers therein at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 05/03/2004 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1710/2004.

iv) Pursuant to the said Development Agreement dated 05/03/2004, the said Fourth Original Owners and others also executed a Power of Attorney dated 05/03/2004 (hereinafter referred to as 'the said POA dated 05/03/2004') in favour of the persons nominated by the Developers therein in order to enable them to do all acts, deeds, matters and things in respect of the said Fifth property. The said POA dated 05/03/2004 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.231/2004.

v) By and under Development Agreement dated 23/12/2005 (hereinafter referred to as 'the said Development Agreement dated 23/12/2005') executed between the said Ketki therein referred to as the Assignors of the first part, the said Fourth Original Owners & others therein referred to as the Confirming Party of the second part and Promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, agreed to assign the development rights together with the benefits and advantages of the said Development Agreement dated 05/03/2004 in respect of the said Fifth property in favour of the Assignees therein at or for the consideration and for and upon the terms and conditions contained therein. The said Development Agreement dated 23/12/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr No.468/2006 on 19/01/2006.

vi) Pursuant to the said Development Agreement dated 23/12/2005, the Assignors therein executed a substituted Power of Attorney dated 06/01/2006 (hereinafter referred to as 'the said SPOA dated 06/01/2006') in favour of the persons nominated by the Assignees therein in order to enable them to do all acts, deeds, matters and things in respect of the said fifth property. The said SPOA dated 06/01/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.70/2006 on 19/01/2006.

vii) By and under Deed of Conveyance dated 09/04/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 09/04/2010') executed between the said Fourth Original Owners therein referred to as the Vendors of the First Part, Smt. Kunal Ramchandra Bhoir & 8 others therein referred to as the First Confirming Party of the second part, the said Ketki therein referred to as the Second Confirming Party of the Third part and the said First Owners therein referred to as the Purchasers of the Fourth part, the Vendors, with the consent and knowledge of the First and the Second Confirming Party therein, sold, conveyed, assured and transferred all their undivided right, title, interest and share whatsoever in respect of the said Fifth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions mentioned therein. The said Deed of Conveyance dated 09/04/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.4640/2010.

viii) By and under Deed of Conveyance dated 28/08/2015 (hereinafter referred to as 'the said Deed of Conveyance dated 28/08/2015') executed between 1) Mrs. Vimal Babanrao Borhade alias Vimal Haribhau Pathare, 2) Mr. Rakesh Babanrao Borhade, 3) Miss Smita

Babanrao Borhade and 4) Mr. Yogesh Babanrao Borhade therein referred to as the Vendors of the one part and the said First Owners therein referred to as the Purchasers of the Other part, the Vendors therein, sold, conveyed, assured and transferred all their undivided right, title, interest and share whatsoever in respect of the said Fifth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions mentioned therein. The said Deed of Conveyance dated 28/08/2015 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.5918/2015.

ix) the said Fourth Original Owners has filed the Civil Suit bearing No. R.C.S. 2141/2012 for declaration and injunction against Smt. Vimal Haribhau Pathare & another in the court of Hon'ble Civil Judge (S.D.) Thane at Thane in respect of the properties mentioned therein which includes the said Fifth Property (hereinafter referred to as the Second Matter). The Hon'ble Judge was pleased to pass order of maintaining status quo till the next date i.e. 23/11/2016. The Builder has filed intervention application in this suit, which is pending for hearing. The said Second Matter is pending.

F) i) One Ganpat Kamlya Raut alias Bhoir (hereinafter referred to as 'the said Ganpat') was the owner of & inter alia seized and possessed of & or otherwise well and sufficiently entitled to property bearing Old S. No.113/8 New S. No.66/8 admeasuring about 2000 sq. mtrs. lying, situate and being at village Owale, Taluka and District Thane which is more particularly described in the Sixth schedule hereunder written (hereinafter referred to as 'the said Sixth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Ganpat died intestate on 24/10/1949 leaving behind him his sister Smt. Bamabai Rama Bhoir (hereinafter referred to as 'the said Bamabai') as his only legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) The said Bamabai also died intestate in the year 1962 leaving behind her son, Laxman Rama Bhoir (hereinafter referred to as 'the said Laxman') as her only legal heir in accordance with the provisions of the Hindu Succession Act by which she was governed at the time of her death.

iv) The said Laxman also died intestate on 20/02/1986 leaving behind him his two sons, 1) Shri Tukaram (hereinafter referred to as 'the said Tukaram') and 2) Shri Balkrishna (hereinafter referred to as 'the said Balkrishna') 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.

v) The said Tukaram died intestate on 06/06/1990 leaving behind him three sons viz. 1) Bhalchandra, 2) Shri Manoj and 3) Shri Kailash & One daughter, 4) Vasanti Vinod Patil (hereinafter collectively referred to as 'the said heirs of the said Tukaram')

vi) The said Balkrishna died intestate on 30/10/1995 leaving behind him his widow, 1) Sheela, four Daughters namely 2) Sujata Santosh Bhoir, 3) Shalini Santosh Patil, 4) Megha

Nana Patil and 5) Dhanashri and one son viz. 6) Harshad (hereinafter collectively referred to as 'the said heirs of the said Balkrishna') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

vii) The heirs of the said Tukaram and the heirs of the said Balkrishna shall henceforth be collectively referred to as 'the said Bhoirs').

viii) By and under Development Agreement dated 07/12/2005 (hereinafter referred to as the said Agreement dated 07/12/2005') executed between the said Poorvi therein referred to as the Developers of the one part and the said Bhoirs & others therein referred to as the Owners of the other part, the owners therein granted development rights for and in respect of the said Sixth property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Agreement dated 07/12/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.8112/2005.

ix) Pursuant to the said Agreement dated 07/12/2005, the said Bhoirs and others also executed Power of Attorney of even date (hereinafter referred to as 'the said POA dated 07/12/2005') in favour of the persons nominated by the said Poorvi in order to enable them to carry out all acts, deeds, matters and things for and in respect of the development of the said Sixth Property. The said POA dated 07/12/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.866/2005.

x) By and under Development Agreement dated 03/05/2006 (hereinafter referred to as 'the said Agreement dated 03/05/2006') executed by and between the said Poorvi therein referred to as the Assignors of the one part and Promoters herein therein referred to as the Assignees of the other part, the Assignors therein agreed to assign to the Assignees therein the development rights for and in respect of the said Sixth property together with the benefit and advantages of the said Agreement dated 07/12/2005 in respect thereof in favour of the Assignees therein at or for the consideration and upon the terms and conditions contained therein. The said Agreement dated 03/05/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.3536/2006 on 05/05/2006.

xi) Pursuant to the said Agreement dated 05/05/2006 the said Poorvi also executed Substituted Power of Attorney of even date (hereinafter referred to as 'the said Substituted POA dated 05/05/2006') in favour of the persons nominated by Promoters in order to enable them to carry out all acts, deeds, matters and things for and in respect of the development of the said Sixth Property as contained therein. The said Substitute POA dated 05/05/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.449 on 05/05/2006.

xii) By and under Deed of Conveyance dated 25/05/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 25/05/2010') executed between the said Bhoirs therein referred to as the Vendors of the first part, Mrs. Suvarna Bhalchandra Bhoir & Others therein referred to as the First Confirming Party of the second part, said Poorvi therein referred to as the Second Confirming Party of the third part and the said First Owners therein referred to as the Purchasers of the fourth part, the Vendors therein, with the consent and knowledge of

the First & Second Confirming Party therein, sold, conveyed, assured and transferred all their undivided right, title, interest and claim whatsoever in the said Sixth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 25/05/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.6706/2010.

xiii) One Mrs. Vimal Janardhan Bhoir has filed a suit against the said Poorvi and 7 others including the Promoters in the court of Hon'ble Civil Judge (S.D.) Thane at Thane being the said First Matter for declaration and injunction in respect of the properties mentioned therein which includes the said sixth property alongwith other properties. The said First Matter is pending. However, no adverse order has been issued in the said First Matter.

G) i) Shri Raghunath Maruti Patil during his life time acquired the property bearing Old S. No.113/9, New S. No.66/9 admeasuring 1300 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane which is more particularly described in the Seventh schedule hereunder written (hereinafter referred to as 'the said Seventh property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Raghunath died intestate on 09/03/2000 leaving behind him his widow, 1) Smt. Draupadabai, Three sons viz. 2) Shri Ganesh, 3) Shri Dilip and 4) Shri Kishore and one daughter viz. 5) Yogeeta Sainath Patil and one grand-daughter, 6) Ms. Harshada Meghnath Patil (daughter of pre-deceased son, Mr. Meghnath) (hereinafter collectively referred to as 'the said Patils') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) By and under Development Agreement dated 14/03/2005 (hereinafter referred to as 'the said Development Agreement dated 14/03/2005') executed between the said Patils therein referred to as the Owners of the one part and M/s. Lodha Estate Pvt. Ltd. (hereinafter referred to as 'the said Lodha') therein referred to as the Developers of the other part, the owners therein agreed to grant the development rights for and in respect of the said Seventh property to the Developers therein at or for price or consideration and upon the terms and conditions therein contained. The said Development Agreement dated 14/03/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.2582/2005 dated 23/03/2005.

iv) Pursuant to the said Development Agreement dated 14/03/2005, the said Patils also executed a Power of Attorney dated 23/03/2005 (hereinafter referred to as 'the said POA dated 23/03/2005') in favour of the person nominated by the Developers therein in order to enable him to do all acts, deeds, matters and things in respect of the said Seventh property as contained therein. The said POA dated 23/03/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.318/2005.

v) The said Ms. Harshada Meghnath Patil died intestate and unmarried without leaving behind any heirs.

vi) The said Lodha could not fulfill the terms and conditions of the said Development Agreement dated 14/03/2005 in stipulated time and hence the said Patils, through their advocate, vide letter dated 15/09/2010 terminated the said Development Agreement dated 14/03/2005 and other incidental documents executed in respect of the said Seventh property.

vii) By and under Agreement for Sale dated 05/10/2010 (hereinafter referred to as 'the said Sale Agreement dated 05/10/2010') executed between Promoters herein therein referred to as the Purchasers of the one part and said Patils therein referred to as the Owners of the other part, the owners therein agreed to sell, transfer, convey and assign all their undivided right, title, interest and claim whatsoever in respect of the said Seventh property to the Purchasers therein at and for consideration and upon the term and conditions therein contained. The said Sale Agreement dated 05/10/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.11458/10.

viii) Pursuant to the said Sale Agreement dated 05/10/2010, the said Patils executed a Power of Attorney dated 05/10/2010 (hereinafter referred to as 'the said POA dated 05/10/2010') in favour of the persons nominated by the Purchasers therein in order to enable them to do all acts, deeds, matters and things in respect of the said Seventh property as contained therein. The said POA dated 05/10/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.664/10.

ix) By and under Deed of Assignment dated 27/12/2010 (hereinafter referred to as 'the said Deed of Assignment dated 27/12/2010') executed between the said Lodha therein referred to as the Assignors of the one part and Promoters herein therein referred to as the Assignees of the other part, the Assignors therein assigned and transferred the benefit of the said Development agreement and the said POA dated 14/03/2005 and 23/03/2005 respectively for and in respect of the said Seventh property to the Assignees therein at and for the consideration and upon the terms and conditions therein contained. The said Deed of Assignment dated 27/12/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.540/2011 on 14/01/2011.

x) Pursuant to the said Deed of Assignment dated 27/12/2010, the said Assignors therein executed a Substituted Power of Attorney dated 27/12/2010 (hereinafter referred to as 'the said SPOA dated 27/12/2010') in favour of the persons nominated by the Assignees therein in order to enable them to carry out all acts, deeds, matters and things in respect of the said Seventh property as contained therein. The said SPOA dated 27/12/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.41/2011 on 14/01/2011.

xi) By order No.TD/T.6/K.V/THANE/V.P/S.R.126/2010 dated 29/01/2011 Passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of Section 43(1) of the

Tenancy Act, the said Patils have been permitted to sell the said Seventh Property subject to the terms and conditions contained therein.

xii) By and under Deed of Conveyance dated 09/03/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 09/03/2011') executed between the said Patils therein referred to as the Vendors of the first part, said Lodha therein referred to as the Confirming Party of the second part and the said First Owners therein referred to as the Purchasers of the Third part, the Vendors therein, with the consent and knowledge of the Confirming Party therein, sold, conveyed and transferred all their undivided right, title, interest and share whatsoever in respect of the said Seventh property in favour of the said First Owners at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 09/03/2011 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.2514/2011.

H) i) Shri Pandurang Gaurya Bhoir (hereinafter referred to as 'the said Pandurang') was the owner of the property bearing Old S. No.113/10, New S. No.66/10, admeasuring 720 sq. mtrs. and had acquired the land bearing Old S. No.113/13, New S. No.66/13, admeasuring 1050 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane under the provisions of the Tenancy Act which are more particularly described Firstly and Secondly respectively in the Eighth schedule hereunder written (hereinafter collectively referred to as 'the said Eighth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Pandurang died intestate in the year 1963 leaving behind him his wife 1) Smt Anusuya, two sons viz. 2) Shri Pandharinath and 3) Shri Harishchandra and one daughter namely 4) Sau. Salubai Kisan Mhatre (hereinafter collectively referred to as 'the said heirs of the said Pandurang') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) By and under Development Agreement dated 12/07/2000 (hereinafter referred to as 'the said Development Agreement dated 12/07/2000') executed between Mr. Ayub Ibrahim Aasar and Mr. Mohammad Hanif Ayub Ibrahim Aasar (hereinafter referred to as 'the said Ayub & another') therein referred to as the Developers of the one part and the said heirs of the said Pandurang therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein the development rights for and in respect of the said Eighth property at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 12/07/2000 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. 4556/2000 on 13/07/2000.

iv) Pursuant to the said Development Agreement dated 12/07/2000 the said Owners therein executed a Power of Attorney dated 12/07/2000 (hereinafter referred to as 'the said POA dated 12/07/2000') in favour of the persons nominated by the Developers therein in order to enable them to carry out all acts, deeds, matters and things in respect of the said

Eighth property as contained therein. The said POA dated 12/07/2000 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.245/2000 on 13/07/2000.

v) By and under Development Agreement dated 02/09/2003 (hereinafter referred to as 'the said Development Agreement dated 02/09/2003') executed between the said Ketki therein referred to as the Developers of the first part, the said Ayub & another therein referred to as the Owners of the Second part, and the said heirs of the said Pandurang and 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 development rights for and in respect of the said Eighth property to the Developers therein at and for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 02/09/2003 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.5676/2003.

vi) Pursuant to the said Development Agreement dated 02/09/2003, the said Ayub & another, the said heirs of the said Pandurang and Sheetal Harishchandra Mhatre & Others therein also executed a Power of Attorney dated 02/09/2003 (hereinafter referred to as 'the said POA dated 02/09/2003') in favour of the person nominated by the Developers therein in order to enable him to carry out all acts, deeds, matters and things in respect of the said Eighth property as contained therein. The said POA dated 02/09/2003 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.446/2003.

vii) By and under Development Agreement dated 23/12/2005 (hereinafter referred to as 'the said Development Agreement dated 23/12/2005'), the said Ketki therein referred to as the Assignors of the first part, the said heirs of the said Pandurang alongwith the said Sheetal Harishchandra Mhatre & Others therein referred to as the First Confirming Party of the Second Part, the said Ayub & another therein referred to as the Second Confirming Party of the Third part and Promoters herein therein referred to as the Assignees of the Fourth part, the Assignors therein, with the consent and knowledge of the First and Second Confirming Party, agreed to assign the development rights for and in respect of the said Eighth property at or for the consideration and for and upon the terms and conditions contained therein. The said Development Agreement dated 23/12/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.468/2006 on 19/01/2006.

viii) Pursuant to the said Development Agreement dated 23/12/2005, the said Assignors executed Substituted Power of Attorney dated 23/12/2005 (hereinafter referred to as 'the said SPOA dated 23/12/2005') in favour of the Assignees therein to enable them to carry out all acts, deeds, matters and things in respect of the said Eighth property as contained therein. The said SPOA dated 23/12/2005 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.70/2006 on 19/01/2006.

ix) The said Pandharinath died intestate on 17/12/2006 leaving behind him his wife, 1) Smt. Neerabai and three sons viz. 2) Jayawant, 3) Ananta and 4) Sandeep (hereinafter

collectively referred to as 'the said heirs of the said Pandharinath') as his only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

x) The heirs of the said Pandurang and the heirs of the said Pandharinath shall henceforth be collectively referred to as 'the said Bhoirs'.

xi) By and under Deed of Conveyance dated 09/04/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 09/04/2010') executed between the said Bhoirs therein referred to as the Vendors of the First Part, the said Seeta Harishchandra & 3 others therein referred to as the First Confirming Party of the Second Part, the said Ayub & another therein referred to as the Second Confirming Party of the Third part, the said Ketki therein referred to as the Third Confirming Party of the Fourth Part and the said First Owners therein referred to as the Purchasers of the Fifth part, the Vendors therein, with the consent and knowledge of the First Confirming Party, Second Confirming Party and the Third Confirming Party, sold, conveyed and transferred all their undivided right, title, interest and share whatsoever in respect of the property more particularly described Firstly in the Eighth Schedule hereunder written in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 09/04/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.4641/2010.

xii) By Order bearing No.TD/Te.6/K.V/Thane/V.P/S.R.67/2010 dated 19/05/2010 passed by the Sub Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, the said Bhoirs have been permitted to sell the property more particularly described Secondly in the Eighth Schedule hereunder written in favour of the said First Owners upon the terms and conditions therein mentioned.

xiii) By and under Deed of Conveyance dated 24/05/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 24/05/2010') executed between the said Bhoirs therein referred to as the Vendors of the First Part, the said Seeta Harishchandra & 3 others therein referred to as the said First Confirming Party of the Second Part, the said Ayub & another therein referred to as the Second Confirming Party of the Third Part, the said Ketki therein referred to as the Third Confirming Party of the Fourth Part and the said First Owners therein referred to as the Purchasers of the Fifth Part, the Vendors therein, with the consent and knowledge of the First Confirming Party, the Second Confirming Party and the Third Confirming Party therein, sold, conveyed and transferred all their undivided right, title, interest and share whatsoever in respect of the property more particularly described Secondly in the Eighth Schedule hereunder written in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 24/05/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6775/2010 on 26/05/2010.

xiv) One Mr. Hemchandra Santuram Mathure, through his C.A., Mr. Rajiv Malhar Karnik (hereinafter referred to as 'the said Hemchandra') had filed an appeal against the said heirs

of the said Pandurang and others including the Promoters before the Court of Hon'ble Sub-Divisional Officer, Thane Division at Thane bearing Tenancy Appeal No.92/2010 against the Order passed by Hon'ble Tahsildar and Agricultural Land Tribunal in Tenancy Case No.32G/Ovale/54/2002 dated 16/12/2009 in respect of land more particularly described Secondly in the Eighth Schedule hereunder written (hereinafter referred to as 'the said Appeal'). The said Appeal came to be dismissed on merits by Hon'ble Sub-Divisional Officer, Thane vide its order dated 27/07/2011 (hereinafter referred to as 'the said Order').

xv) Being aggrieved by the said Order, the said Hemchandra has filed a Revision Application before the Court of Hon'ble Maharashtra Revenue Tribunal bearing Tenancy/Revision Application No.260/2014 against the said Order on 25/08/2014 (hereinafter referred to as 'the said Third Matter'). The said Third Matter came to be dismissed for default on 29/11/2016. Neither any application for restoration nor any appeal against the said order dated 29/11/2016 has been filed by the said Hemchandra till date in respect of the said Third Matter/the said order dated 29/11/2016.

I) i) Shri Padmakar Rama Bhoir (hereinafter referred to as 'the said Padmakar') during his life time acquired the property bearing Old S. No.113/12, New S. No.66/12, admeasuring 800 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane which is more particularly described in the Ninth schedule hereunder written (hereinafter referred to as 'the said Ninth property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Padmakar died intestate in or about 1980/81, leaving behind his widow, Smt. Yesubai Padmakar Bhoir, four sons i.e. (1) Shri Madhukar Padmakar Bhoir, (2) Shri Vinayak Padmakar Bhoir, (3) Shri Kashinath Padmakar Bhoir (hereinafter referred to as the said Kashinath) and (4) Shri Vasudev Padmakar Bhoir (hereinafter referred to as the said Vasudev) and four married daughter being (1) Smt. Dwaraka Hanumant Chaudhary, (2) Smt. Chandrabhaga Maruti Patil, (3) Smt. Malati Savalaram Madhavi, (4) Smt. Anita Vilas Thakare (hereinafter collectively referred to as 'the heirs of the said Padmakar') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) The said Kashinath died intestate on 03/04/1995 leaving behind him (1) Smt. Santubai Kashinath Bhoir, (2) Kum. Mangesh Kashinath Bhoir, (3) Kum. Jayashree Kashinath Bhoir (4) Kum. Pankaj Kashinath Bhoir (hereinafter collectively referred to as 'the heirs of the said Kashinath') 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.

iv) The said Vasudev died intestate on 15/11/1997 leaving behind him (1) Smt. Kamala Vasudev Bhoir, (2) Kum. Milind Vasudev Bhoir, (3) Kum. Rajesh Vasudev Bhoir, (4) Kum. Monica Vasudev Bhoir (hereinafter collectively referred to as 'the heirs of 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.

v) The said Yesubai Padmakar Bhoir died intestate on 05/12/2003, leaving behind (1) Shri Madhukar Padmakar Bhoir, (2) Shri Vinayak Padmakar Bhoir, (3) the heirs of the said Kashinath, (4) the heirs of the said Vasudev and four married daughter being (1) Smt. Dwaraka Hanumant Chaudhary, (2) Smt. Chandrabhaga Maruti Patil, (3) Smt. Malati Savalaram Madhavi, (4) Smt. Anita Vilas Thakare (hereinafter collectively referred to as 'the heirs of the said Yesubai') 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.

vi) By a Development Agreement dated 07/06/2007 (hereinafter referred to as 'the said Development Agreement dated 07/06/2007') made and executed by and between M/s. Rajaram Construction (hereinafter referred to as 'the said Rajaram') therein referred to as the Developer of the one Part and the heirs of the said Yesubai therein referred to as the Owners of the Other Part, the Owners therein granted development rights for and in respect of the said Ninth Property to the Developers therein at or for the consideration & upon the terms and conditions therein contained. The said Development Agreement dated 07/06/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3204/2007.

vii) Pursuant to the said Development Agreement dated 07/06/2007, the Owners therein also executed a Power of Attorney of even date (hereinafter referred to as 'the said Power of Attorney dated 07/06/2007') in favour of the person nominated by the said Developers therein in order to enable him to do all acts, deeds, matters & things in respect of the said Ninth Property as contained therein. The said Power of Attorney dated 07/06/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3205/2007.

viii) By an Agreement for Assignment of Development Rights dated 23/12/2010 (hereinafter referred to as 'the said Agreement dated 23/12/2010') made and executed by and between said Rajaram therein referred to as the Assignors of the First Part and the heirs of the said Yesubai therein referred to as the Confirming Party of the Second Part and Promoters herein therein referred to as the Assignees of the Third Part, the Assignors therein, with the consent and knowledge of the Confirming Party therein, granted Development Rights in respect of the said Ninth property to the Assignees therein at and for the consideration and upon the terms and conditions contained therein. The said Agreement dated 23/12/2010 is registered with the Office of the Sub-Registrar of Assurances at Thane under Sr. No.3584/2011 on 07/04/2011.

ix) pursuant to the said Agreement dated 23/12/2010, M/s. Rajaram Constructions also executed a Substituted Power of Attorney dated 7/04/2011 (hereinafter referred to as 'the said SPOA dated 07/04/2011') 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 Ninth Property as contained therein. The said SPOA dated 07/04/2011 is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.201/2011.

x) By Order bearing No.TD/Te.6/K.V/Thane/V.P/S.R.42/2011 dated 08/07/2011 passed by the Sub-Divisional Officer, Thane, in accordance with the provisions of Sec.43(1) of the Tenancy Act, the heirs of the said Yesubai have been permitted to sell the property more particularly described in the Ninth Schedule hereunder written in favour of the said First Owners upon the terms and conditions therein mentioned.

xi) By and under Deed of Conveyance dated 20/07/2011 (hereinafter referred to as 'the said Deed of Conveyance dated 20/07/2011') executed between the heirs of the said Yesubai therein referred to as the Vendors of the First part, the said Rajaram therein referred to as the Confirming Party of the second part, the said First Owners therein referred to as the Purchasers of the Third Part, the Vendors therein, at the request of the Confirming party therein, sold, conveyed, assured and transferred all their undivided right, title, interest, share and/or claim whatsoever in respect of the said Ninth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 20/07/2011 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.8024/2011.

xii) One Mr. Bhavarlal Jain & others have filed Civil Suit bearing RCS No.323/2005 against Bharat Pukharaj Jain & others, RCS No.1351/2012 against Parshwanath Charitable Trust & others in respect of the said Ninth property (hereinafter referred to as 'the said Fourth Matter'). The said Fourth Matter is pending for hearing. However, neither has the Promoters been made party in the said Fourth matter nor any prohibitory order of any sort has been issued against the Promoters in the said Fourth Matter.

J) i) Shri Moreshwar Kondu tattu alias Joshi (hereinafter referred to as 'the said Moreshwar') was the owner of the property bearing Old S. No.113/15, New S. No.66/15, admeasuring 2400 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane which is more particularly described in the Tenth schedule hereunder written (hereinafter referred to as 'the said Tenth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Moreshwar died intestate on 15/09/1975 leaving behind him his four sons 1) Shri Bhaskar (hereinafter referred to as 'the said Bhaskar'), 2) Shri Shriram (hereinafter referred to as 'the said Shriram'), 3) Shri Balkrushna (hereinafter referred to as 'the said Balkrushna'), 4) Shri Sadashiv (hereinafter referred to as 'the said Sadashiv') and two daughters viz. 5) Smt. Sujata Balkrishna Shaligram (hereinafter referred to as 'the said Sujata') and 6) Smt. Sumedha Suryakant Patankar (hereinafter referred to as 'the said Sumedha' and collectively referred to as 'the said heirs of the said Moreshwar') as his only legal heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iii) The said Sadashiv was unmarried and died intestate on 07/05/1992 leaving behind him his three brothers and two sisters out of the said heirs of the said Moreshwar) as his

only heirs in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death.

iv) The said Bhaskar also died intestate on 18/12/2002 leaving behind him his widow, Smt. Usha Bhaskar Joshi (hereinafter referred to as 'the said Usha'), one son viz. Shri Mahesh Bhaskar Joshi (hereinafter referred to as 'the said Mahesh') and two daughters namely Smt. Sonia Sudhir Ketkar (hereinafter referred to as 'the said Sonia') and Smt. Amruta Ghanashyam Joshi (hereinafter referred to as 'the said Amruta and collectively referred to as 'the said heirs of the said Bhaskar') 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.

v) By and under Release Deed dated 15/03/2005 (hereinafter referred to as 'the said First Release Deed') the said Sujata relinquished her undivided share, right, title & interest whatsoever in the said Tenth property in favour of her nephew i.e. the said Mahesh upon the terms and conditions therein mentioned. The said First Release Deed is registered with the Office of the Sub-Registrar of Assurances at Thane under Sr. No.2260/2005.

vi) By and under Release Deed dated 15/03/2005 (hereinafter referred to as 'the said Second Release Deed'), the said Sumedha, relinquished her undivided share, right, title & interest whatsoever in the said Tenth property in favour of her nephew i.e. the said Mahesh upon the terms and conditions therein mentioned. The said Second Release Deed is registered with the Office of the Sub-Registrar of Assurances at Thane under Sr. No.2256/2005.

vii) By and under Release Deed dated 15/03/2005 (hereinafter referred to as 'the said Third Release Deed'), the said Balkrushna relinquished his undivided share, right, title & interest whatsoever in the said Tenth property in favour of his nephew i.e. the said Mahesh upon the terms and conditions therein mentioned. The said Third Release Deed is registered with the Office of the Sub-Registrar of Assurances at Thane under Sr. No.2261/2005.

viii) By and under Release Deed dated 12/04/2005 (hereinafter referred to as 'the said Fourth Release Deed'), the said Shriram, relinquished his undivided share, right, title & interest whatsoever in the said Tenth property in favour of his nephew i.e. the said Mahesh upon the terms and conditions therein mentioned. The said Fourth Release Deed is registered with the Office of the Sub-Registrar of Assurances at Thane under Sr. No.2195/2005 on 16/04/2005.

ix) By and under Release Deed dated 30/04/2005 (hereinafter referred to as 'the said Fifth Release Deed') the said Sonia and the said Amruta relinquished their respective undivided share, right, title & interest in the said Tenth property in favour of their mother, the said Usha upon the terms and conditions therein mentioned. The said Fifth Release Deed is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.5415/2005.

x) The said Usha and said Mahesh shall henceforth be collectively referred to as 'the said Fifth Original Owners').

xi) One Shri Dnyaneshwar Tukaram Patil and another (hereinafter referred to as 'the said Tenants') were claiming to be Tenants under the provisions of the Tenancy Act and in pursuance of the Order of Tahasildar and Agricultural Land Tribunal, Thane bearing No.TNC/70B/Owale/21/89 dated 25/09/1989 and bearing No.TNC/32G/Owale/98/1989 dated 29/01/1990 got their names incorporated in the related revenue records of the said Tenth property.

xii) By and under Development Agreement dated 05/12/1989 (hereinafter referred to as the said Development Agreement dated 05/12/1989) executed between said Poorvi therein referred to as the Developers of the one part and the said Tenants therein referred to as the Owners of the other part, the Owners therein granted to the Developers therein development rights for and in respect of the said Tenth property at or for the consideration and upon the terms and conditions therein contained. The said Development Agreement dated 05/12/1989 is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.8372/1989

xiii) pursuant to the said Development Agreement dated 05/12/1989 the said Tenants also executed Power of Attorney of even date in favour of the Developers therein in order to enable them to do all acts, deeds, matters & things in respect of the said Tenth Property as contained therein. The said Power of Attorney dated 05/12/1989 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. 264/1989.

xiv) By order bearing No.TD/VI/TNC/SR/24 dated 27/09/1994 passed by the Office of the Sub-Divisional Officer, Thane Division, Thane, the Sub-Divisional Officer granted the said Tenants permission to sell and transfer the said Tenth property in accordance with the provisions of S.43(1) of the Tenancy Act subject to the terms and conditions therein contained.

xv) By and under Sale Deed dated 20/12/1994 (hereinafter referred to as 'the said Sale Deed dated 20/12/1994') executed between Shri Deepak Vallabhji Dedhia (hereinafter referred to as 'the said Second owner') therein referred to as the Purchasers of the one part and the said Tenants therein referred to as the Vendors of the other part, the Vendors therein sold, conveyed and transferred all their rights, title, interest and claim in respect of the said Tenth property to the Purchasers therein at or for the consideration and upon the terms and conditions contained therein. The said sale Deed dated 20/12/1994 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.7116/1994.

xvi) By and under Development Agreement dated 03/05/2006 (hereinafter referred to as 'the said Development Agreement dated 03/05/2006') executed between the said Second Owner therein referred to as the First Assignor of the first part, the said Poorvi therein referred to as the Second Assignor of the Second part and Promoters herein therein referred to as the Assignees of the Third part, the first and Second Assignors therein agreed to grant

development rights for and in respect of the said Tenth Property in favour of the Assignees therein at or for the consideration and upon the terms and conditions therein mentioned. The said Development Agreement dated 03/05/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3535/2006 on 05/05/2006.

xvii) Pursuant to the said Development Agreement dated 03/05/2006, the said First and Second Assignors therein executed Power of Attorney dated 05/05/2006 in favour of the persons nominated by the Purchaser therein to enable them to do all acts, deeds, matters & things in respect of the said Tenth Property as contained therein. The said Power of Attorney dated 05/05/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.449/2006.

xviii) By order bearing No.ULC/TA/Te.7/Owale/SR-290 dated 26/06/2006, passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), the said Second Owner was declared as Surplus land holder to the extent of 1800 sq. mtrs. out of the total land admeasuring 2400 sq. mts.

xix) By order bearing No.ULC/TS/W.S.H.S.20/SR-1645 dated 31/07/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, exempted the vacant excess land mentioned in the schedule thereunder written under the provisions of sec.20(1) of the ULC Act upon the terms and conditions mentioned therein.

xx) By order dated 24/08/2006, the Sub-Divisional Officer, Thane, dismissed TNC/Appeal No.9/2004 and TNC/Appeal No.21/2004 which was filed by the said Fifth Original Owners against Order of Tahasildar and Agricultural Land Tribunal, Thane bearing No.TNC/70B/Owale/21/89 dated 25/07/1989 and bearing No.TNC/32G /Owale /98/1989 dated 29/01/1990.

xxi) The said Fifth Original Owners preferred appeal in Maharashtra Tribunal against the said Tenant and another. In the said MRT, the said Fifth Original Owners produced Order bearing No. TNC/REV/138/90 dated 10/02/1992 whereunder, the Sub-Divisional Officer, Thane Division set aside the order passed by Additional Tahasildar and Agriculture Lands Tribunal Thane bearing No.70B/Owale/21/89 and 32G/ Owale/22/89 dated 25/07/1989. On the basis of the said Order, the said Fifth Original Owners obtained the Order dated 07/01/2009 in their favour and the effect of the said Order has been accordingly reflected in the related revenue record of the said Tenth property vide Mutation Entry No.2972.

xxii) By and under Deed of Conveyance dated 26/11/2010 (hereinafter referred to as 'the said Deed of Conveyance dated 26/11/2010') executed between the said Fifth Original Owners therein referred to as the Vendors of the one part and the said First Owners therein referred to as the Purchasers of the other part, the Vendors therein agreed to sell, transfer and convey all their rights, title, interest and claim whatsoever in respect of the said Tenth

property on as is where it is basis in favour of Purchasers at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 26/11/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.13272/2010.

K) i) Mr. Abdul Latif Hasanmiya Varekar and Mohammad Ali Sirajuddin Bharmar were the owners (hereinafter referred to as the said Varekar and another) of the property bearing Old S. No.113/16, new S. No.66/16 admeasuring 3600 sq.mtrs., situate, lying and being at Village Owale, Tal. & Dist. Thane, (hereinafter referred to as the "said Eleventh Property") more particularly described in the Eleventh schedule hereunder written and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By Deed of Gift dated 07/01/947, Khatijabai Kutubuddin Mohaddin granted and transferred by way of gift all her right, title and interest in respect of the said Eleventh Property in favour of the said Varekar and another upon the terms and conditions therein mentioned.

iii) By and under two separate Deeds of Conveyance both dated 15/06/1988 (hereinafter collectively referred to as 'the said Deeds of conveyance dated 15/06/1988') the said Varekar and another have sold transferred and conveyed their respective share, right, title and interest in the said Eleventh property to 1. Shri.Chandulal Madhavdas Bhatija (hereinafter referred to as 'the said Chandulal'), 2. Mrs. Vimal Chandulal Bhatija, 3. Mrs. Jaya Pritam Bhatija, 4. Mrs. Vandana Girish Bhatija, 5. Shri Pritam Chandulala Bhatija, 6. Shri Girish Chandulal Bhatija and 7. Shri Deepak Chandulal Bhatija (hereinafter Nos.2 to 7, shall be collectively referred to as 'the said Vimal and others') at and for consideration and upon the terms and conditions therein contained. The said Deeds of Conveyance dated 15/06/1988 are registered with the Office of Sub-Registrar of Assurances at Thane under Sr.Nos.3998 & 3999 respectively. By Virtue of the said Deeds of Conveyance dated 15/06/1988, the said Chandulal alongwith said Vimal & Others became the co-owners of the said Eleventh property.

iv) The said Chandulal died intestate on 24/11/2003 leaving behind him his widow, Smt Vimal, three sons viz. Shri Pritam, Shri Deepak and Shri Girish and two daughters, namely Mrs Beena Suresh Chawla and Mrs. Virati Sudhir Hinduja (hereinafter referred to as 'the heirs of the said Chandulal') 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 (M.E. No.2816). The daughters of the said Chandulal are hereinafter referred to as 'the said Beena' and 'the said Virati' respectively.

v) By and under Development Agreement dated 19/11/2007 (hereinafter referred to as 'the said Development Agreement dated 19/11/2007') executed between the said Vimal & others alongwith the said Beena and the said Virati therein referred to as the Vendors of the First Part and Heena Bhatija & others therein referred to as the Confirming party of the

Second Part and the said Ketki therein referred to as the Developers of the Third Part, the Vendors therein, with the consent and knowledge of the Confirming Party therein, granted to the Developers, the development right for and in respect of the said Eleventh property at and for consideration and upon the terms and conditions therein contained. The said Development Agreement dated 19/11/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No. 8524/2007.

vi) Pursuant to the said Development Agreement dated 19/11/2007, the said Vendors therein alongwith the Confirming Party therein executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 19/11/2007') in favour of the persons nominated by the Developers therein in order to enable them to do all acts, deeds, matters & things in respect of the said Eleventh Property as contained therein. The said Power of Attorney dated 19/11/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.1168/2007.

vii) By and under Deed of Conveyance dated 15/12/2007 (hereinafter referred to as 'the said Deed of Conveyance dated 15/12/2007') executed between the said Vimal and others alongwith the said Beena and the said Virati therein referred to as the Vendors of the first part, Heena Bhatija & others therein referred to as the First Confirming party of the Second part, the said Ketki therein referred to as the Second Confirming Party of the Third part and the said Second owner therein referred to as the Purchaser of the Fourth part, the Vendors therein, upon the request made by the Second Confirming Party therein as well as with the knowledge and consent of the First Confirming Party therein, sold, transferred and conveyed all their respective undivided right, title and interest in the said Eleventh property to the Purchaser therein at and for consideration and upon the terms and conditions therein contained. The said Deed of Conveyance dated 15/12/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.2828/2008 on 02/04/2008.

viii) By virtue of the said Deed of Conveyance dated 15/12/2007, the Second Owner became the owner of and inter alia seized and possessed of and entitled to the said Eleventh property.

ix) By and under Agreement for Sale dated 07/08/2012 (hereinafter referred to as "the said Agreement for Sale dated 07/08/2012") made and executed between the said Second Owner therein referred to as the Vendor of one part and the Sai Pushpa Enterprises (hereinafter referred to as 'the said Sai Pushpa') therein referred to as the Purchaser of the other part, the Vendors therein agreed to sell, transfer and assign all their right, title, interest and claim whatsoever to the Purchaser therein in respect of the said Eleventh Property at and for consideration and upon the terms and conditions contained therein. The said Agreement for Sale dated 07/08/2012 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6765/2012

x) Pursuant to the said Agreement for Sale dated 07/08/2012, the Vendors therein executed Power of Attorney dated 07/08/2012 (hereinafter referred to as 'the said POA dated 07/08/2012') in favour of the persons nominated by the Purchaser therein in order to enable them to do all acts, deeds, matters & things in respect of the said Eleventh Property as contained therein. The said Power of Attorney dated 07/08/2012 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.634/2012.

xi) By and under Deed of Conveyance dated 25/07/2014 (hereinafter referred to as 'the said Deed of Conveyance dated 25/07/2014') executed between the said Second owner therein referred to as the Vendor of the first part, the said Sai Pushpa therein referred to as the Confirming party of the second part and the said First Owners therein referred to as the Purchasers of the Third part, the Vendor therein, at the request of the Confirming party therein, agreed to sell, transfer and convey the said Eleventh Property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 25/07/2014 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No 6172/2014.

xii) Pursuant to the said Deed of Conveyance dated 25/07/2014, the Vendors therein executed Power of Attorney dated 25/07/2014 (hereinafter referred to as 'the said POA dated 25/07/2014') in favour of the persons nominated by the Purchasers therein in order to enable them to do all acts, deeds, matters & things in respect of the said Eleventh Property as contained therein. The said Power of Attorney dated 25/07/2014 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6173/2014.

L) i) Shri Dattatraya Khanderao Owalekar (hereinafter referred to as 'the said Dattatraya') and Shri Ramrao Sundarrao Owalekar (hereinafter referred to as 'the said Ramrao') were the co-owners and as such jointly owned and seized of the property bearing Old S. No.113/17, New S. No.66/17 admeasuring 1000 sq. mtrs, situate, lying and being at village Owale Taluka and District Thane and more particularly described in the Twelfth schedule hereunder written (hereinafter referred to as 'the said Twelfth Property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) The said Dattatraya died intestate leaving behind him his son Shri Ramakant (hereinafter referred to as 'the said Ramakant') as his only legal heir in accordance with the provisions of the Hindu Succession Act by which he was governed at the time of his death and became the Owner of the 1/2nd share in the said Twelfth Property

iii) The said Ramrao died intestate leaving behind him his four sons viz. 1) Shri Anil 2. Shri Shantikumar 3. Shri Kishore 4. Shri Avinash and two daughters,5. Sau.Nalini Krushnakant Pathare and 6.Sau. Shalini Pandharinath Navalkar (hereinafter collectively referred to as 'the said heirs of the said Ramrao') 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 and became the co-owner in respect of the 1/2nd share in the said Twelfth Property.

iv) By an order bearing No.ULC/TA/TE.NO.7/OWLA/SR-352 dated 29/03/2007 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), the said heirs of the said Ramrao were declared not to possess any Surplus land out of their total holdings.

v) By and under Deed of Conveyance dated 08/05/2007 (hereinafter referred to as 'the said Deed of Conveyance dated 08/05/2007') made and executed between the said Ramakant & Others therein referred to as the Vendors of the one part and M/s. Darshan Enterprise (hereinafter referred to as 'the said Darshan') therein referred to as the Purchaser of the other part, the Vendors therein sold, transferred, assured and conveyed their collective undivided 1/2nd share in the said Twelfth Property alongwith other properties in favour of Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 08/05/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3563/2007 on 09/05/2007.

vi) Pursuant to the said Deed of Conveyance dated 08/05/2007, the Vendors therein executed Specific Power of Attorney dated 09/05/2007 (hereinafter referred to as 'the said Specific POA dated 09/05/2007') in favour of the persons nominated by the Purchasers therein in order to enable them to do all acts, deeds, matters & things in respect of the said Twelfth Property alongwith other properties as contained therein. The said Specific POA dated 09/05/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.517/2007.

vii) By and under Deed of Conveyance dated 22/05/2007 (hereinafter referred to as 'the said Deed of Conveyance dated 22/05/2007') made and executed between the said heirs of the said Ramrao No.1 i.e. the said Anil & Others therein referred to as the Vendors of the one part and the said Darshan therein referred to as the Purchaser of the other part, the Vendors therein sold, transferred, assured and conveyed their collective undivided 1/5th share out of 1/2nd share in the said Twelfth Property alongwith other properties to the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 22/05/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.3913/2007.

viii) Pursuant to the said Deed of Conveyance dated 22/05/2007, the Vendors therein executed Specific Power of Attorney dated 22/05/2007 (hereinafter referred to as 'the said Specific POA dated 22/05/2007') in favour of the persons nominated by the Purchaser therein in order to enable them to do all acts, deeds, matters & things in respect of the Property described therein. The said Specific Power of Attorney dated 22/05/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.590/2007

ix) By and under Deed of Conveyance dated 03/09/2007 (hereinafter referred to as 'the said Deed of Conveyance dated 03/09/2007') made and executed between the said heirs of the said Ramrao Nos.2 to 6 (Nos.2 to 4 as HUF) therein referred to as the Vendors of the one part and Said Darshan therein referred to as the Purchaser of the other part, the Vendors therein sold, transferred, assured and conveyed their collective undivided 4/5th share out of 1/2nd share in the said Twelfth property alongwith other properties to the Purchasers at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 03/09/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6833/2007.

x) Pursuant to the said Deed of Conveyance dated 03/09/2007, the Vendors therein executed Specific Power of Attorney dated 13/09/2007 (hereinafter referred to as 'the said Specific POA dated 13/09/2007') in favour of the persons nominated by the Purchasers therein in order to enable them to do all acts, deeds, matters & things in respect of the property described therein. The said Specific Power of Attorney dated 13/09/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.961/2007.

xi) The said Ramakant & others, the said Anil & others, the said Shantikumar & others i.e. the heirs of the said Ramrao viz. the parties to the aforementioned all the three Deed of Conveyances, made and executed Deed of Rectification dated 05/04/2010 separately with the said Darshan in respect of the said Twelfth property and the said Rectification Deeds dated 05/04/2010 are registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.03651/10, 03650/10, 03649/10 respectively.

xii) By and under Deed of Conveyance dated 09/04/2010 made & executed between the said First Owners therein referred to as the Purchasers of the One Part and the said Darshan therein referred to as the Vendors of the other part, the Vendors therein sold, transferred, assured and conveyed all their right, title, interest and share whatsoever in respect of the said Twelfth property alongwith other property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned. The said Deed of Conveyance dated 09/04/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.4639/2010.

M) i) Shri Hira Laxman Bhoir & Others (hereinafter referred to as "the said Hira & others' acquired the property being land bearing S. No.21, Hissa No.1, admeasuring 5670 sq. mtrs., situate, lying and being at village Vadavali, Taluka and District Thane, more particularly described in the Thirteenth schedule hereunder written (hereinafter referred to as 'the said Thirteenth property') under the provisions of the Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By and under an Agreement dated 01/12/1988 (hereinafter referred to as 'the said Agreement dated 01/12/1988') made between the said poorvi therein referred to as the

Developers of the one part and the said Hira & others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of the said Thirteenth property to the Developers therein at or for the consideration and upon the terms and conditions contained therein. The said Agreement dated 01/12/1988 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.7176/1988.

iii) By an order bearing No.TD/VI/TNC/SR/511 dated 19/08/1992, passed by the Sub Divisional Officer, Thane, the said Hira was granted permission to sell and/or develop the said Thirteenth property upon the terms and conditions therein mentioned.

iv) By an order bearing No.ULC/TA/ATP/NOC/91/92 dated 08/03/1991, passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Ceiling Act, declared that the Thirteenth property falls under Green Zone area and therefore, the provisions of the ULC is not applicable to the said thirteenth property.

v) By and under Agreement of Sale dated 15/02/1993 (hereinafter referred to as "the said Sale Agreement dated 15/02/1993") made and executed between the said Second Owner therein referred to as the Purchaser of the one part and the said Hira & others therein referred to as the Vendors of the Other part, the Vendors therein sold, conveyed and transferred the said Thirteenth property to the Purchaser therein at or for consideration of and upon the terms and conditions therein. The said Sale Agreement dated 15/02/1993 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.452/1993.

N) i) Shri. Bhagirath Hasha Patil & Others (hereinafter referred to as 'the said Bhagirath & others') acquired the property bearing Old S. No.113/7, New S. No.66/7, admeasuring 4300 sq. mtrs., situate, lying and being at village Owale, Taluka and District Thane, more particularly described in the Fourteenth schedule hereunder written (hereinafter referred to as 'the said Fourteenth property') under the said Tenancy Act and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By and under an Agreement dated 02/02/1989 (hereinafter referred to as 'the said Agreement dated 02/02/1989') made between the said Poorvi therein referred to as the Developers of the one part and the said Bhagirath & others therein referred to as the Owners of the other part, the Owners therein granted development rights for and in respect of the said Fourteenth property to the Developers therein at or for the consideration and upon the terms and conditions contained therein. The said Agreement dated 02/02/1989 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.983/89.

iii) By an order bearing No.ULC/TA/ATP/NOC/91/93 dated 08/03/1991, passed under Section 8(4) of the Ceiling Act, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, declared that the said Fourteenth property falls under Green Zone area and therefore, the provisions of the ULC is not applicable to the said Fourteenth property.

iv) By an order bearing No.TD/VI/TNC/SR/1509 dated 30/11/1992, the Sub-Divisional Officer, Thane, granted permission to the said Bhagirath & others to sell and transfer the said Fourteenth property in accordance with the provisions of section 43(1) of the Tenancy Act, upon the terms and conditions therein mentioned.

v) By and under Sale Deed dated 23/03/1993 (hereinafter referred to as 'the said Sale Deed dated 23/03/1993') made and executed between the said Second owner herein therein referred to as the Purchaser of the one part and the said Bhagirath & others therein referred to as the Vendors of the Other part, the Vendors therein sold, conveyed and transferred all their right, title, interest and claim in respect of the said Fourteenth property to the Purchaser therein at or for the consideration of and upon the terms and conditions therein mentioned. The said Sale Agreement dated 23/03/1993 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.1018/1993.

vi) By and under Development Agreement dated 03/05/2006 (hereinafter referred to as "the said Development Agreement dated 03/05/2006") made and executed between the said Second Owner therein referred to as First Assignor of the first part, the said Poorvi therein referred to as the Second Assignor of the Second part and the Promoters herein therein referred to as the Assignees of the Third part, the First and Second Assignors therein assigned the irrevocable development rights in favour of the Assignees therein in respect of the said Thirteenth and Fourteenth property at or for consideration of and upon the terms and condition therein mentioned. The said Development Agreement dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr.No.3535/2006 on 05/05/2006.

vii) Pursuant to the said Development Agreement dated 03/05/2006, the said first and second Assignors therein have also executed power of Attorney dated 05/05/2006 (hereinafter referred to as 'the said POA dated 05/05/2006') in favor of the persons nominated by 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 and Fourteenth property. The said POA dated 05/05/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.449/2006.

viii) By order bearing No.ULC/TA/Te.7/Owale/SR-290 dated 26/06/2006, passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as the 'Ceiling Act'), the said Second Owner was declared as Surplus land holder to the extent of 4252.50 sq. mtrs. out of the said Thirteenth Property totally admeasuring 5670 sq. mtrs. and 1913 sq. mtrs. out of the said Fourteenth Property totally admeasuring 4300 sq. mtrs. out of his total holdings.

ix) By order bearing No.ULC/TS/W.S.H.S.20/SR-1645 dated 31/07/2006, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, exempted the vacant

excess land mentioned in the schedule thereunder written under the provisions of sec. 20(1) of the ULC Act upon the terms and conditions mentioned therein.

x) By order bearing No.ULC/TA/ATP/Sec.20/Ext./SR-1645/15 dated 07/01/2016, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, granted extension of time period for the completion of construction as per scheme on the said Thirteenth and Fourteenth property upon the terms and conditions therein mentioned.

O) i) Smt. Khatijabai Kutubuddin Mohiddin (hereinafter referred to as 'the said Khatijabai') 2. Aishiabibi Sirajuddin Bharmar (hereinafter referred to as 'the said Aishiabibi') 3. Hasan Miya Sharfuddin Varekar (hereinafter referred to as 'the said Hasan') were the owners of the agricultural land bearing S. No.21, Hissa No.3, admeasuring 910 sq. mtrs.; S. No.21/4, admeasuring 910 sq. mtrs.; S. No.21/5, admeasuring 1010 sq. mtrs., S. No.21/7, admeasuring 1210 sq. mtrs. and S. No.21/8(a), admeasuring 4010 sq. mtrs., situate, lying and being at village Vadavali Taluka and District Thane, more particularly described in the Fifteenth schedule hereunder written (hereinafter referred to as 'the said Fifteenth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By partition Deed dated 07/12/1947 made and executed between the said Khatijabai, the said Aishiabibi and the said Hasan and others, the said Fifteenth property came to the share of the said Aishabibi.

iii) The said Aishabibi died intestate on 26/05/1974 leaving behind her 1) Mr. Mohammad Ali Shirazuddin Bharmar, 2) Mr. Rafiq Ahmed Shirazuddin Bharmar, 3) Mr. Mohammad Hanif Bharmar and 4) Mr. Tajir Ahmad Shirazuddin Bharmar (hereinafter referred to as 'the said heirs of the said Aishabibi') as her only legal heirs in accordance with the provisions of the law by which she was governed at the time of her death.

iv) By and under Sale Deed dated 20/07/1974 (hereinafter referred to as 'the said Sale Deed dated 20/07/1974') executed by and between Shri Janardan Atmaram Patil (hereinafter referred to as 'the said Third owner') therein referred to as Purchaser of the one part and the said heirs of the said Aishabibi therein referred to as the Vendors of the other part, the Vendors therein sold, conveyed and transferred all their right, title, interest and share whatsoever in respect of the said Fifteenth property to the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Sale deed dated 20/07/1974 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.490/74.

v) By and under Development Agreement dated 15/03/2004 (hereinafter referred to as 'the said Development Agreement dated 15/03/2004') read with Deed of Confirmation dated 17/07/2006 (hereinafter collectively referred to as 'the said Deed of Confirmation dated 17/07/2006') executed between the said Poorvi therein referred to as the Developers of the first part and the said third owner therein referred to as the Owners of the second part, the

Owners therein granted development rights to the Purchaser therein at or for consideration and upon the terms and conditions therein contained. The said Deed of Confirmation dated 17/07/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.4681/2006.

vi) Pursuant to the said Deed of Confirmation dated 17/07/2006, the said Second owner has executed an even dated Power of Attorney (hereinafter referred to as 'the said POA dated 17/07/2006') in favor of the persons nominated by the said Poorvi in order to enable them to do all acts, deeds, matters and things for and in respect of the development of the said Fifteenth Property. The said POA dated 17/07/2006 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.470/2006.

vii) By an order bearing No.ULC/TA/TE.NO.7/Vadavali/SR-122 dated 28/04/2006 passed under Section 8(4) of the Ceiling Act, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, declared that the said Third Owner holds surplus land of 86211.50 sq. mtrs. out of his total holdings which includes the said Fifteenth Property to the extent of 8050 sq. mtrs.

viii) By an order bearing No.ULC/TA/ATP/WSHS-20/SR-1711 dated 27/11/2006 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 20 of the Ceiling Act, the said entire surplus land was exempted subject to the terms and conditions contained therein.

ix) By and under Deed of Assignment of Development Rights dated 27/04/2007 (hereinafter referred to 'the said Deed of Assignment dated 27/04/2007') executed between the said Poorvi therein referred to as the Assignors of the one part and M/s. Cosmos Builder (hereinafter referred to as 'the said Cosmos') therein referred to as the Assignees of the other part, Assignors therein assigned the development rights to the Assignors therein for and in respect of the said Fifteenth property at or for the consideration and upon the terms and conditions therein contained. The said Deed of Assignment dated 27/04/2007 is registered with office of the Sub-Registrar of Assurances at Thane under Sr. No.3336/2007.

x) pursuant to the said Deed of Assignment dated 27/04/2007, the said Poorvi executed Substituted power of Attorney of even date (hereinafter referred to 'the said SPOA dated 27/04/2007') in favour of the person nominated by the said Cosmos to do all acts, deeds, matters and things for and in respect of the development of the said Fifteenth Property. The said SPOA dated 27/04/2007 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.480/2007.

xi) By and under the Agreement for Sale of Development Rights dated 01/06/2010 (hereinafter referred to as 'the said Agreement for sale dated 01/06/2010') executed between the said Cosmos therein referred to as the Vendors of the First part, the said Third Owner therein referred to as the First Confirming party of the Second part, the said Poorvi

therein referred to as the said Second Confirming party of the third part and Promoters herein therein referred to as the Purchaser of the Fourth part and Vendors therein agreed to sell and transfer the development rights for and in respect of the said Fifteenth property in favour of the Purchaser therein at or for the consideration and upon the terms and conditions therein mentioned. The said Agreement for sale dated 01/06/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.6969/2010.

xii) Pursuant to the said Agreement for Sale dated 01/06/2010, the said Cosmos has executed an even dated Substituted Power of Attorney (hereinafter referred to as 'the said Substituted POA dated 01/06/2010') in favor 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 Fifteenth Property. The said Substituted POA dated 01/06/2010 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.421/2010.

xiii) By order bearing No.ULC/TA/ATP/Sec.20/Ext./SR-1711/12 dated 07/01/2016, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, granted extension of time period for the completion of construction as per scheme on the said Fifteenth property upon the terms and conditions therein mentioned.

P) i) One Shri Abdul Mutallib Ibrahim Varekar (hereinafter referred to as 'the said Abdul Varekar') was the owner and seized possessed of &/ or otherwise well and sufficiently entitled to the property bearing S. No.21/8b admeasuring 4040 sq. mtrs. lying and being at village Vadavali, Taluka and District Thane more particularly described in the Sixteenth schedule hereunder written (hereinafter referred to as 'the said Sixteenth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By and under Agreement for Sale dated 02/09/1993 (hereinafter referred to as the said Sale Agreement dated 02/09/1993) executed between the said Abdul Varekar & Others therein referred to as the Owners of the one part and 1) Vallabhaji Dedhiya and 2) the said Second owner (hereinafter collectively referred to as 'the said Dedhiya's') therein referred to as the Purchasers of the second part, the owners therein agreed to sell and transfer all their rights, title and interest in the said Sixteenth property in favour of the Purchasers therein at or for the consideration and upon the terms and conditions therein mentioned.

iii) Pursuant to the said Sale Agreement dated 02/09/1993, the said Abdul Varekar & Others and the Said Dedhiya's executed another Agreement for Sale dated 25/10/1993 (hereinafter referred to as 'the said Sale Agreement dated 25/10/1993') read with Deed of Confirmation dated 08/05/2003 (hereinafter referred to as 'the said Deed of Confirmation dated 08/05/2003') executed between the said Dedhiya's therein referred to as the Purchasers of the one part and the said Abdul Varekar & Others therein referred to as the Owners of the other part, the owners therein agreed to sell and transfer all their rights, title and interest in the said Sixteenth property in favour of the Purchasers therein at or for the

consideration and upon the terms and conditions therein mentioned. The said Sale Agreement dated 25/10/1993 and said Deed of Confirmation dated 08/05/2003 are registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3510/1993 and 2900 of 2003 respectively.

iv) Pursuant to the said Sale Agreement dated 25/10/1993, the said Abdul Varekar & Others executed Power of Attorney dated 25/10/1993 and Power of Attorney dated 08/05/2003 respectively in favour of said Dedhiya's in order to enable them to do all acts, deeds, matters and things for and in respect of the said Sixteenth Property as contained therein. The aforesaid two Power of Attorneys are registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.133/1993 on 25/10/1993 & 254/2003 on 09/05/2003 respectively.

v) By an order bearing No.ULC/TA/TE.NO.7/VADAVALI/SR-139 dated 29/10/2003 passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 8(4) of the Ceiling Act, the said Abdul Varekar was declared as Surplus land holder to the extent of 2314.40 sq. mtrs. subject to the terms & conditions contained therein;

vi) By an order bearing No.ULC/TA/WSHS 20/S.R 1388 dated 03/02/2004, passed under Section 20(1) (a) of the Ceiling Act, the Addl. Collector & Competent Authority, Thane Urban Agglomeration exempted the entire surplus land out of the total holdings of the said Abdul Varekar which also includes the said Sixteenth property, subject to the terms & conditions contained therein;

vii) By an Order bearing No.ULC/TA/ ATP/ U.Sec.20/SR-1388 dated 11/02/2004, the Competent Authority, Thane Urban Agglomeration, granted permission for amalgamation of the said Sixteenth property with the plots mentioned therein subject to the terms & conditions therein mentioned.

viii) By and under Agreement dated 10/05/2006 (hereinafter referred to as 'the said Agreement dated 10/05/2006') executed between the said Dedhiya's therein referred to as the Assignors of the first part, said Abdul Varekar & others therein referred to as the Confirming Party of the second part and Promoters herein therein referred to as the Assignees of the third part, Assignors therein, with the consent and knowledge of the Confirming Party therein, have agreed to assign irrevocable development rights in respect of the Sixteenth property alongwith other properties to Assignees therein together with the benefits and advantages of the agreements mentioned therein at or for the consideration and upon the terms and conditions therein mentioned. The said Agreement dated 10/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3673/2006.

ix) In pursuance of the said Agreement dated 10/05/2006, the said Dedhiya's also executed an even dated Substituted Power of Attorney 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 properties mentioned therein. The said Substituted Power of Attorney dated

10/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.457/2006.

x) By Order bearing No. ULC/TA/WSHS-20/SR-1388 dated 11/05/2009, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane amended the schedule of the Order dated 11/02/2004 in the manner set out therein upon the terms and conditions therein mentioned

xi) By order bearing No.ULC/TA/ATP/Sec.20/Ext./SR-1388/13 dated 07/01/2016, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, granted extension of time period for the completion of construction as per scheme on the said Sixteenth property upon the terms and conditions therein mentioned.

Q) i) One Smt. Rekha Vinayak Mhatre & Others (hereinafter referred to as 'the said Rekha & others') were the Owners of & inter alia seized and possessed of & or otherwise well and sufficiently entitled to property bearing Old S.No 113/2 New S. No 66/2 admeasuring about 2600 sq.mtrs lying and being at village Owale, Taluka and District Thane more particularly described in the Seventeenth schedule hereunder written (hereinafter referred to as 'the said Seventeenth property') and shown on the plan thereof hereto annexed as Annexure 'C' by red colour boundary line.

ii) By and under Agreement for Sale dated 22/11/1991 (hereinafter referred to as 'the said Agreement for Sale dated 22/11/1991') executed between the said Rekha & others therein referred to as the Owners of the one part and Shri Dattatraya Vishnu Temgire & Others (hereinafter referred to as 'the said Temgire') therein referred to as the Purchaser of the other part, Owners therein agreed to sell, transfer and convey the development rights to the Purchaser therein in respect of the said Seventeenth property at or for the consideration and for and upon the terms and conditions contained therein. The said Agreement for Sale dated 22/11/1991 is registered with the office of the Sub-Registrar of Assurances at Thane under Sr.No.9686/1991.

iii) By and under Development Agreement dated 27/07/1995 r/w Deed of Confirmation dated 31/10/2003 (hereinafter collectively referred to as 'the said Confirmed Development Agreement') executed between the said Poorvi therein referred to as the Developers of the first part and the said Temgire therein referred to as the Owners of the second part and the said Rekha & 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 development rights for and in respect of the said Seventeenth property to the Developers therein at or for the consideration and upon the terms and conditions therein contained. The said Confirmed Development Agreement is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.6970/2003.

iv) Pursuant to the said Confirmed Development Agreement, the said Temgire & others and the said Rekha & others executed respective separate Power of Attorney's both dated 31/10/2003 (hereinafter referred to as the said POA's dated 31/10/2003) in favour of the persons nominated by the said Poorvi to do all acts, deeds, matters and things for and in respect of the development of the said Seventeenth Property. The said POA's dated 31/10/2003 is registered with the Sub-Registrar of Assurances at Thane under Sr. No.574 & 575 respectively.

v) By a Development Agreement dated 03/05/2006 (hereinafter referred to as 'the said Development Agreement dated 03/05/2006') executed between the said Poorvi therein referred to as the Assignors of the one part and Promoters herein therein referred to as the Assignees of the other part, the Assignors therein agreed to grant and assign the development rights for and in respect of the said Seventeenth property in favour of the Assignees therein at or for consideration and upon the terms and conditions therein contained. The said Development Agreement dated 03/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.3536/2006 on 05/05/2006.

vi) In pursuance of the said Development Agreement dated 03/05/2006, the said Poorvi also executed Substituted Power of Attorney dated 05/05/2006 (hereinafter referred to as 'the said SPOA dated 05/05/2006') in favour of the persons nominated by Promoters to enable them to carry out all acts, deeds, matters and things in respect of the said Seventeenth property. The said SPOA dated 05/05/2006 is registered with the office of Sub-Registrar of Assurances at Thane under Sr. No.446/2006.

vii) By order bearing No.ULC/TA/ATP/WSHS-20 /SR-1824 dated 04/10/2007, passed by the Addl. Collector & Competent Authority, Thane Urban Agglomeration under Section 20 of the Ceiling Act, the probable surplus land to the extent of 2600 sq. mtrs. was exempted which included the said Seventeenth property subject to the terms and conditions contained therein.

viii) By order bearing No.ULC/TA/ATP/Sec.20/Ext./SR-1824/11 dated 07/01/2016, the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Thane, granted extension of time period for the completion of construction as per scheme on the said Seventeenth property upon the terms and conditions therein mentioned.

R) By a Deed of Grant of Right of Way dated 16/07/2013 executed by and between the Promoters herein therein referred to as the Grantor of the one part and M/s. Kotwala Realty Pvt. Ltd., therein referred to as the Grantee of the other part, the Grantors therein granted and provided to the Grantee therein and their nominees, assigns or successors-in-title for the time being on and over the passage of land more particularly shown therein by dotted lines on the plan Annexed thereto as Annexure 'A' and marked by the words "Q" to "R" being 9 mtrs. wide right of way as an access unto the Grantee to and from their property more particularly described in the Fourth and Fifth Schedules thereunder written passing

through the property of the Grantor being part of the property more particularly described in the Second and the Third Schedule thereunder written in order to enable the Grantees to pass and repass the nearest road at or for the consideration and upon the terms and conditions therein mentioned (hereinafter referred to as 'the said ROW Agreement'). The said ROW Agreement is registered with the office of the Sub-Registrar of Assurances at Thane under Sr. No.7436/2013.

S) The Promoters have, through their Architect, submitted building plans in respect of the said First to Seventeenth Property (hereinafter collectively referred to as 'the said Property' alongwith other properties for its approval and sanction. The Municipal Corporation of city of Thane (hereinafter referred to as 'the Corporation') has sanctioned the plans vide V. P. No.S06/0201/14/TMC/TDD/1358/15 dated 25/02/2015. A copy whereof is annexed hereto and marked as Annexure 'G-1'.

T) Upon application made by the Promoters, Government of India, Ministry of Environment and Forests (I.A.Division) has transferred the aforementioned Environmental Clearance for construction in favour of the Promoters vide its letter bearing No.SEAC-2212/CR-276/TC-2 dated 04/03/2015. The copy of the same is annexed hereto and marked as Annexure 'G-2';

U) By a Declaration dated 04/12/2015 (hereinafter collectively referred to as 'the said First Declaration'), the Promoters surrendered and handed over in favour of the Corporation, a portion of the land admeasuring about 3302 sq. mtrs. out of the said property more particularly described in the Second Schedule thereunder written which is reserved under the sanctioned Development Plan for the purpose of Amenity Space upon the terms and conditions therein mentioned. The said First Declaration is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.14037/2015.

V) By another Declaration dated 04/12/2015 (hereinafter referred to as 'the said Second Declaration'), the Promoters surrendered and handed over in favour of the Corporation, portion of the land admeasuring 12605 sq. mtrs out of the said Property alongwith other property more particularly described in the Second Schedule thereunder written, which is reserved under the sanctioned Development Plan for the purpose of 40 mtr. wide Road upon the terms and conditions therein mentioned. The said Second Declaration is registered with the Office of Sub-Registrar of Assurances at Thane under Sr. No.14038.

W) By virtue of the aforesaid First and Second Declarations, the Promoters have availed and consumed part FSI in the form of DR/setback area upon the said property (hereinafter collectively referred to as 'the said DR') alongwith other property and are entitled to get TDR of the balance FSI in respect of the portions of the said property surrendered as above.

X) The Commencement Certificate bearing V.P. No. S06/0201/14/TMC /TDD/ 1676/16 dated 04/02/2016 in respect of Building No.A1, A2 and B2 (Mhada) to be constructed upon the said property alongwith other properties has also been granted by the Corporation. A copy whereof is annexed hereto and marked as Annexure 'G-3'.

Y) The Promoters hereby represent that they have applied to NBWL vide application dated 18th March 2015 and the same is pending. The Promoters hereby further represent that the Promoters had, initially, alongwith the said property, amalgamated lands bearing Old S. No.113/18, 19, 21, 22 & 23, New S. No.66/18, 19, 21, 22 & 23 & old S. No.120/1, New S. No.45/1, all situated at Village Owale, Thane (hereinafter collectively referred to as 'the said Plots'), alongwith the said property and prepared and submitted the layout plan to the Corporation for its sanction and approval and the same had been sanctioned by the Corporation as mentioned above. However, the Promoters have been asked by the Chief conservator of Forests, Sanjay Gandhi National Park, Borivali, Mumbai vide their letter dated 31/10/2015 to procure the NOC/Consent from NBWL and the National Green Tribunal in respect of the said Plots. However, in the opinion of the Promoters, the said plots never didfall under the Proposed Eco Sensitive Zone and as such the Promoters have filed an Application bearing No.111 of 2016 (hereinafter referred to as 'the said Application') in respect thereof before the National Green Tribunal, Western Zone Bench, Pune for declaring the said plots to be outside the preview of the Eco Sensitive Zone boundary of the said Park and as such do not require NOC's as aforementioned.

z) The Promoters further represent that the decision of the National Green Tribunal might take considerable time. Therefore, the Promoters have decided to reconsider its project and have decided to temporarily remove the said plots from the present layout plan and accordingly, the Promoters made a Miscellaneous Application bearing No.15/2017 in the said Application in respect thereof before the National Green Tribunal, Western Zone Bench, Pune and the said application was accepted by the said Tribunal and the said Application stands disposed off as being withdrawn as well M.A. No.15/2017 also came to be disposed off alongwith aforesaid Application.

aa) Meanwhile, the Promoters have prepared and submitted amended plans in respect of the said property to the Corporation for its approval and sanction. The Corporation has sanctioned the amended plans vide V.P. No.S06/0201/14/ TMC/TDD/DP/TPS/2087/17 dated 08/03/2017 and also granted Commencement Certificate therein in respect of Building No.A1, A2 and B2 (Mhada) to be constructed upon the said property. A copy whereof is annexed hereto and marked as Annexure 'G-4';

bb) The Promoters have also acquired development rights in respect of the adjoining plot bearing old S. No.113/11, New S. No.66/11, admeasuring 1900 sq. mtrs. from M/s. Ketki Developers, with the consent and knowledge of Mr. Ayub Ibrahim Asaar & others on 23/12/2005 and are in the process of executing further requisite documents in respect thereof. Moreover, the Promoters also intend to acquire another adjoining plot bearing old S. No.113/20, New S. No.66/20, admeasuring 1200 sq. mtrs. from Kacher Hasha Thakur & Mr. Deepak Dedhia and have initiated steps towards execution and registration of documents in respect thereof. The Promoters further intend to amalgamate these two adjoining plots (hereinafter collectively mentioned as 'the said adjoining plots') as well as the said plots after obtaining requisite permission with the said property in order to carry out the development of the said property to its maximum/optimal potential by utilizing and consuming the permissible/beneficial FSI/TDR of such said adjoining plots. The said adjoining plots and the

said plots proposed to be amalgamated are more particularly shown by green colour wash on the map annexed hereto as Annexure 'C',

cc) Some portion of the said property is reserved under Green Zone and some portion of the said property is reserved for D.P. Road under Development Plans for the city of Thane.

dd) As per Amended sanctioned plans, the Promoters are eligible to construct 12 buildings being Building Nos.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors, A3 comprising of Lower Ground +Stilt + 1st to 25th upper floors, A4 comprising of Lower Ground +Stilt + 12th + 13th (P) to 24th (P) upper floors, A5 comprising of Lower Ground + Upper Ground + Stilt + 24th upper floors, MHADA building No.B 1 comprising of Stilt + 16 upper floors, MHADA B 2 comprising of Stilt + 6th (P) upper floors, Building Nos.C1 comprising of Stilt + 3 level Podium + 1 to 23rd upper floors, Building C2 comprising of Stilt + 2 level Podium + 1 to 22rd upper floors and C3, comprising of Stilt + 2 level Podium + 1 to 23rd upper floors alongwith commercial shops in front of Building Nos.C1 to C3, Building No.D1 comprising of Stilt + 12 (P) upper floors, Office Building No.E comprising of Stilt + 2nd upper floors and a Club House comprising of ground + 1 (P) upper floor on the said property. However, presently, the Promoters are entitled to construct 3 buildings only viz. Building No.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors and MHADA B 2 comprising of Stilt + 6th (P) upper floors only and upon obtaining the NOC/Consent of the NBWL, the Promoter shall be entitled to obtain C.C. and construct rest of the buildings mentioned hereinabove.

ee) The Promoters are desirous of carrying out phasewise construction upon the said property by constructing residential as well as commercial premises thereon in accordance with the amended plans (hereinafter referred to as 'the said Project').

ff) However, the Promoters intends to construct 15 buildings being the said Building Nos. A1 comprising of 1 Level Basement + 3 Level Podium + Stilt + 1st to 33rd upper floors, A2 comprising of 1 Level Basement + 2 Level Podium + Stilt + 1st to 33rd upper floors, A3 comprising of Stilt + 33 upper floors, building No.B 1 comprising of 2 Level Podium + Stilt + 29 upper floors, Building Nos.C1 to C3 comprising of 3 Level Podium + Stilt + 35th upper floors, Building No.C4 & C5 comprising of 4 Level Podium + Stilt + 35th upper floors, Building No.C6 & C7 comprising of 3 Level Podium + Stilt + 35th upper floors, Building Nos.C8 & C9 comprising of 2 Level Podium + Stilt + 35th upper floors, MHADA Building No. D comprising of 2 level Podium + Stilt + 29 upper floors, ULC Building No. E comprising of 2 Level Podium + Stilt + 29th upper floors and a Club House comprising of Ground + 2 upper floors and a Community Hall alongwith commercial shops in front of Building Nos.C1 to C5 on the said property upon purchasing, loading and utilizing additional TDR from the market and/or the beneficial FSI that may be granted by the Corporation in favour of the Promoters for any reason whatsoever which are more particularly shown on the plan annexed hereto and marked as Annexure 'C-2' being the proposed plan upon obtaining NOC/Consent from NBWL.

gg) Moreover, the Promoters intend to construct 16 buildings being the said Building Nos. A1 comprising of 1 Level Basement + 3 Level Podium + Stilt + 1st to 33rd upper floors, A2 comprising of 1 Level Basement + 2 Level Podium + Stilt + 1st to 33rd upper floors, A3 comprising of Stilt + 33 upper floors, building No. B 1 comprising of 2 Level Podium + Stilt + 29 upper floors, building No.B 2 comprising of 2 Level Podium + Stilt + 29 upper floors Building Nos.C1 to C3 comprising of 3 Level Podium + Stilt + 35th upper floors, Building No.C4 & C5 comprising of 4 Level Podium + Stilt + 35th upper floors, Building No.C6 & C7 comprising of 3 Level Podium + Stilt + 35th upper floors, Building Nos.C8 & C9 comprising of 2 Level Podium + Stilt + 35th upper floors, MHADA Building No.D comprising of 2 level Podium + Stilt + 29 upper floors, ULC Building No.E comprising of 2 Level Podium + Stilt + 29th upper floors and a Club House comprising of Ground + 2 upper floors and a Community Hall alongwith commercial shops in front of Building Nos.C1 to C5 on the said property on the said property upon obtaining clearance from NGT as well as requisite permissions in respect of the said adjoining plots as stated hereinabove which are more particularly shown on the plan annexed hereto and marked as Annexure 'C-3'.

hh) The Promoters hereby represent that in pursuance of the terms and conditions mentioned in the requisite permissions and sanctions that has been and/or shall be obtained in respect of the development of the said property, the Promoters are required to construct and handover and/or surrender the respective premises and/or the entire structure/s comprising of the requisite premises required to be handed over to the MHADA and/or ULC authorities in pursuance of the sanctioned/amended sanctioned plan and the same are for the sake of clarity, been depicted as such buildings in the description made in these presents. Subsequent to the handover of such premises/structure/s to the respective authorities, the said respective authorities shall thenceforth become the owners thereof and shall be absolutely entitled to deal with the same as it may respectively deem fit and proper.

ii) The Promoters have availed Credit facility/Term Loan of Rs.60 Crore from JM Financial Credit Solutions Limited. (hereinafter referred to as 'the said JMFCSL') by an Unilateral Indenture of Mortgage dated 28/11/2016 (hereinafter referred to as 'the said Mortgage Deed') and as a security for the repayment of the said amount along with interest & other monies that may become due & payable to the said JMFCSL, the Promoters have created mortgage in respect of the said property and all the units constructed and/or to be constructed thereon in favour of the said JMFCSL. The said Mortgage Deed is registered with the Sub-Registrar of Assurances at Thane on 28/11/2016 under Sr. No.13347/2016.

jj) Pursuant to the said Mortgage Deed, the Promoters have opened an escrow account in the HDFC Bank, Vartak Nagar Branch for depositing all receivables from the project with the said Bank

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

II) The Commencement Certificate bearing V.P. No. _____ dated _____ in respect of Building No.A3 to be constructed upon the said property alongwith other properties has been granted by the Corporation. A copy whereof is annexed hereto and marked as Annexure 'G-5'.

AND WHEREAS the subject matter of this Agreement is Building No. A3 comprising of Lower Ground +Stilt + 1st to 25th upper floors, (hereinafter referred to as "the said Building") being constructed on the Plot out of the said property. (herein after referred to as the " RAUNAK BLISS A3")

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

AND WHEREAS the Promoters have commenced construction of Building No.A3 and intend to develop the building on the plot of the said property.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the Building called "A3" (herein after referred to as the said "Building") to be/being constructed in "RAUNAK BLISS", by the Promoters.

AND WHEREAS the Promoters have entered into a standard agreement with M/s. Scapes, Architects and Interior Designers, registered with the Council of Architects and the said agreement is as per the prescribed format prescribed by the Council of Architects,

AND WHEREAS the Promoters have registered the Project namely Raunak Bliss A3 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 _____ No. _____, authenticated copy is attached as Annexure " G-5 ";

AND WHEREAS the Promoters have also appointed RCC specialist and Structural Engineer M/s. R.C. Tipnis for preparation of the structural designs and drawings of the said buildings and the Promoters accepting the professional supervision of the Architects and the structural Engineers till the completion of the buildings.

AND WHEREAS by virtue of the aforesaid Agreements, Power of Attorneys & Deed of Conveyances, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the promoters of the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Promoters' Architects, M/s. Scapes, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules & regulations made thereunder.

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters in the event of loading additional FSI/TDR and without obtaining NOC/Consent from NBWL and according to which the construction of the buildings and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2',

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters in the event of loading additional FSI/TDR upon obtaining NOC/Consent from NBWL and according to which the construction of the buildings and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure 'C-3',

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

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

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

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of an Apartment bearing No. _____ on _____ floor situated in Building No. **A3** to be/ being constructed in the 2nd phase of the said Project.

AND WHEREAS the carpet area of the said Apartment is _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area of _____ sq. mtr equivalent to _____ sq. ft." (i) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs. _____/- (Rupees _____ Only)**, being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters 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 hereinafter appearing.

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

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

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

1. As per Amended sanctioned plans, the Promoters are eligible to construct 12 buildings being Building Nos.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors, A3 comprising of Lower Ground +Stilt + 1st to 25th upper floors, A4 comprising of Lower Ground +Stilt + 12th + 13th (P) to 24th (P) upper floors, A5 comprising of Lower Ground + Upper Ground + Stilt + 24th upper floors, MHADA building No.B 1 comprising of Stilt + 16 upper floors, MHADA B 2 comprising of Stilt + 6th (P) upper floors, Building Nos.C1 comprising of Stilt + 3 level Podium + 1st to 23rd upper floors, Building C2 comprising of Stilt + 2 level Podium + 1st to 22nd upper floors and C3, comprising of Stilt + 2 level Podium + 1st to 23rd upper floors alongwith commercial shops in front of Building Nos.C1 to C3, Building No.D1 comprising of Stilt + 12 (P) upper floors, Office Building No.E comprising of Stilt + 2nd upper floors and a Club House comprising of ground + 1 (P) upper floor on the said property. However, presently, the Promoters are entitled to construct 3 buildings only viz. Building No.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors and MHADA B 2 comprising of Stilt + 6th (P) upper floors only being the present phase of construction and upon obtaining the NOC/Consent of the NBWL, the Promoter shall be entitled to obtain C.C. and construct rest of the buildings mentioned hereinabove (hereinafter collectively referred to as 'the said buildings') on the plot in accordance with the building plans sanctioned by the Corporation with only such variations and modifications as the Corporation or the Promoters may deem fit and the Allottee hereby consents to the same. The Promoter hereby represent and the Allottees hereby expressly confirm that the Promoter, as and subject to what is contemplated in the said Act and the Rules framed thereunder, has irrevocable and unconditional rights, authorities, entitlements to increase or decrease area of the aforesaid building, increase or decrease in numbers of floors as also specification/designs as also location by vertical and/or horizontal as may be permitted/approved by the Corporation, from time to time without adversely affecting in any way the said Apartment hereby allotted to the Allottees.

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

1. (a) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee an Apartment bearing No. _____ on _____ floor of Building No. A3 (hereinafter referred to as 'the said Building') of "RAUNAK BLISS" having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area of _____ sq. mtr equivalent to _____ sq. ft (hereinafter referred to as 'the said Apartment') as shown on the floor plan thereof hereto annexed and marked as Annexure 'D' and more particularly described in Schedule 'A' hereunder written) for the consideration of **Rs. _____/- (Rupees _____ Only)** including Rs. (Rupees _____ only) being

the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities annexed hereto and marked as Annexure E. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove

1.(b) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee, stilt car parking space No. _____ situated at _____ stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

1(c) The total aggregate consideration amount for the said Apartment including covered parking space No. _____ is thus **Rs. _____/-** (Rupees _____ **Only**)

1(d) The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/-** (Rupees _____ **Only**) as advance payment or application fee and hereby agrees to pay to the Promoters, the balance amount of purchase consideration of Rs _____/- (Rupees _____ **Only**) in the following manner :-

i)	1.00 %	On Booking
ii)	19%	After execution of Agreement
iii)	20.00 %	On completion of Plinth
iv)	2.00 %	On completion of Slab 1
v)	2.00 %	On completion of Slab 3
vi)	2.00 %	On completion of Slab 5
vii)	2.00 %	On completion of Slab 7
viii)	2.00 %	On completion of Slab 9
ix)	2.00 %	On completion of Slab 11

x)	2.00 %	On completion of Slab 13
xi)	2.00 %	On completion of Slab 15
xii)	2.00 %	On completion of Slab 17
xiii)	3.00 %	On completion of Slab 19
xiv)	3.00 %	On completion of Slab 21
xv)	3.00 %	On completion of Slab 23
xvi)	3.00 %	On completion of Slab 25
xvii)	5.00 %	On completion of Brick Work / Plaster
xviii)	5.00 %	On completion of External Plumbing
xix)	5.00 %	On completion of Environmental requirements
xx)	5.00 %	On completion of Electrical fittings
xxi)	5.00 %	On completion of Entrance lobby
xxii)	5.00 %	On Possession

1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(f) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax

Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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

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

d) The consideration mentioned in clause No.1(a) hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be paid by the Allottee immediately on demand.

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

1(h) 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 occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand the same from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(i) 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.

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

2.2 Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

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

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

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee

committing three defaults of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and e-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, the Promoters shall be entitled to terminate this Agreement.

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 thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same.

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

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts of best quality to be provided by the Promoter in the said building and the said Apartment are set out in Annexure 'F' annexed hereto.

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

6. The Promoters shall give possession of the said Apartment to the Allottee on or before 31st day of December, 2026. If the Promoters fail or neglect to give possession of the

said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

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

- (i) war, civil commotion or act of God ;
- (ii) non-availability of steel, cement or other building material, water or electric supply,
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project.
- (iv) delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter.

7.1 Procedure for taking possession - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

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

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

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

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

7.6 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 7.5 above), the Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

8. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any 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.

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

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

9.2 The Promoters shall, within three months of registration of the last Society or Limited Company, as aforesaid, cause to be transferred to the joint ownership of all the Societies of the said property, all the right, title and the interest of the Promoters in the said property on which the building with multiple wings or buildings are constructed.

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

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

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

(ii) Rs. 6,000/- for formation and registration of the Society or Limited Company.

(iii) Rs. _____/ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

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

The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance

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

11. The Allottee shall pay to the Promoters a sum of Rs. 6000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. The Promoters have clear and marketable title in respect of the said property; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the project/said property;
- iii. There are no encumbrances upon the said property or the Project except those disclosed in clause No. b (a.14) hereinbelow;
- iv. There are no litigations pending before any Court of law with respect to the said

property or Project except those disclosed in clause No. b (a8 to a13) hereinbelow;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/wing shall be obtained by following due process of law and the 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. 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 jointly and proportionately to all the Association of the Allottees;

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

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

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

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

a) They intend to develop the said property to be known as "RAUNAK BLISS";

a.1) As per the sanctioned plan, the Promoters are entitled to carry out the development of the said property in a sectorwise/phasewise manner.

a.2) As per Amended sanctioned plans, the Promoters are eligible to construct 12 buildings being Building Nos.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors, A3 comprising of Lower Ground +Stilt + 1st to 25th upper floors, A4 comprising of Lower Ground +Stilt + 12th + 13th (P) to 24th (P) upper floors, A5 comprising of Lower Ground + Upper Ground + Stilt + 24th upper floors, MHADA building No.B 1 comprising of Stilt + 16 upper floors, MHADA B 2 comprising of Stilt + 6th (P) upper floors, Building Nos.C1 comprising of Stilt + 3 level Podium + 1 to 23rd upper floors, Building C2 comprising of Stilt + 2 level Podium + 1 to 22nd upper floors and C3, comprising of Stilt + 2 level Podium + 1 to 23rd upper floors alongwith commercial shops in front of Building Nos.C1 to C3, Building No.D1 comprising of Stilt + 12 (P) upper floors, Office Building No. E comprising of Stilt + 2nd upper floors and a Club House comprising of ground + 1 (P) upper floor on the said property. However, presently, the Promoters are entitled to construct 3 buildings only viz. Building No.A1 comprising of Stilt + 24th upper floors, A2 comprising of Lower Ground +Stilt + 12th + 13th (P) to 25th (P) upper floors and MHADA B 2 comprising of Stilt + 6th (P) upper floors only and upon obtaining the NOC/Consent of the NBWL, the Promoter shall be entitled to obtain C.C. and construct rest of the buildings mentioned hereinabove.

a.3) However, the Promoters intend to construct 15 buildings being the said Building Nos. A1 comprising of 1 Level Basement + 3 Level Podium + Stilt + 1st to 33rd upper floors, A2 comprising of 1 Level Basement + 2 Level Podium + Stilt + 1st to 33rd upper floors, A3 comprising of Stilt + 33 upper floors, building No.B 1 comprising of 2 Level Podium + Stilt + 29 upper floors, Building Nos.C1 to C3 comprising of 3 Level Podium + Stilt + 35th upper floors, Building No.C4 & C5 comprising of 4 Level Podium + Stilt + 35th upper floors, Building No.C6 & C7 comprising of 3 Level Podium + Stilt + 35th upper floors, Building Nos.C8 & C9 comprising of 2 Level Podium + Stilt + 35th upper floors, MHADA Building No.B comprising of 2 level Podium + Stilt + 29 upper floors, ULC Building No. E comprising of 2 Level Podium + Stilt + 29th upper floors and a Club House comprising of Ground + 2 upper floors and a Community Hall alongwith commercial shops in front of Building Nos.C1 to C5 on the said property upon purchasing, loading and utilizing additional TDR from the market and/or the beneficial FSI that may be granted by the Corporation in favour of the Promoters for any reason whatsoever which are more particularly shown on the plan annexed hereto and marked as Annexure 'C-2' being the proposed plan upon obtaining NOC/Consent from NBWL.

a.4) The Promoters have also acquired development rights in respect of the adjoining plot bearing old S. No.113/11, New S. No.66/11, admeasuring 1900 sq. mtrs. from M/s. Ketki Developers, with the consent and knowledge of Mr. Ayub Ibrahim Asaar & others on 23/12/2005 and are in the process of executing further requisite documents in respect

thereof. Moreover, the Promoters also intend to acquire another adjoining plot bearing old S. No.113/20, New S. No.66/20, admeasuring 1200 sq. mtrs. from Kacher Hasha Thakur & Mr. Deepak Dedhia and have initiated steps towards execution and registration of documents in respect thereof. The Promoters further intend to amalgamate these two adjoining plots (hereinafter collectively mentioned as 'the said adjoining plots') as well as the said plots after obtaining requisite permission with the said property in order to carry out the development of the said property to its maximum/optimal potential by utilizing and consuming the permissible/beneficial FSI/TDR of such said adjoining plots. The said adjoining plots and the said plots proposed to be amalgamated are more particularly shown by green colour wash on the map annexed hereto as Annexure 'C',

a.5) Some portion of the said property is reserved under Green Zone and some portion of the said property is reserved for D.P. Road under Development Plans for the city of Thane.

a.6) Moreover, the Promoters intend to construct 16 buildings being the said Building Nos. A1 comprising of 1 Level Basement + 3 Level Podium + Stilt + 1st to 33rd upper floors, A2 comprising of 1 Level Basement + 2 Level Podium + Stilt + 1st to 33rd upper floors, A3 comprising of Stilt + 33 upper floors, building No.B 1 comprising of 2 Level Podium + Stilt + 29 upper floors, building No.B 2 comprising of 2 Level Podium + Stilt + 29 upper floors Building Nos.C1 to C3 comprising of 3 Level Podium + Stilt + 35th upper floors, Building No.C4 & C5 comprising of 4 Level Podium + Stilt + 35th upper floors, Building No.C6 & C7 comprising of 3 Level Podium + Stilt + 35th upper floors, Building Nos.C8 & C9 comprising of 2 Level Podium + Stilt + 35th upper floors, MHADA Building No.B comprising of 2 level Podium + Stilt + 29 upper floors, ULC Building No.E comprising of 2 Level Podium + Stilt + 29th upper floors and a Club House comprising of Ground + 2 upper floors and a Community Hall alongwith commercial shops in front of Building Nos.C1 to C5 on the said property on the said property upon obtaining clearance from NGT as well as requisite permissions in respect of the said adjoining plots as stated hereinabove which are more particularly shown on the plan annexed hereto and marked as Annexure 'C-3'

a.7) In pursuance of the terms and conditions mentioned in the requisite permissions and sanctions that has been and/or shall be obtained in respect of the development of the said property, the Promoters are required to construct and handover and/or surrender the respective premises and/or the entire structure/s comprising of the requisite premises required to be handed over to the MHADA and/or ULC authorities in pursuance of the sanctioned/amended sanctioned plan and the same are for the sake of clarity, been depicted as such buildings in the description made in these presents. Subsequent to the handover of such premises/structure/s to the respective authorities, the said respective authorities shall thenceforth become the owners thereof and shall be absolutely entitled to deal with the same as it may respectively deem fit and proper.

a.8) One Mrs. Vimal Janardhan Bhoir has filed a suit against the said Poorvi and 7 others including the Promoters in the court of Hon'ble Civil Judge (S.D.) Thane at Thane bearing Regular Civil Suit No.439/2006 for declaration and injunction in respect of the properties mentioned therein which includes the said Fourth property (hereinafter referred to as 'the

said First Matter'). The said First Matter is pending. However, no adverse order has been issued in the said First Matter.

a.9) One Mrs. Vimal Janardhan Bhoir has filed a suit against the said Poorvi and 7 others including the Promoters in the court of Hon'ble Civil Judge (S.D.) Thane at Thane bearing Regular Civil Suit No.439/2006 for declaration and injunction in respect of the properties mentioned therein which includes the said Fourth property (hereinafter referred to as 'the said First Matter'). The said First Matter is pending. However, no adverse order has been issued in the said First Matter.

a.10) One Mrs. Vimal Janardhan Bhoir has filed a suit against the said Poorvi and 7 others including the Promoters in the court of Hon'ble Civil Judge (S.D.) Thane at Thane being the said First Matter for declaration and injunction in respect of the properties mentioned therein which includes the said sixth property alongwith other properties. The said First Matter is pending. However, no adverse order has been issued in the said First Matter.

a.11) One Mr. Hemchandra Santuram Mathure, through his C.A., Mr. Rajiv Malhar Karnik (hereinafter referred to as 'the said Hemchandra') had filed an appeal against the said heirs of the said Pandurang and others including the Promoters before the Court of Hon'ble Sub-Divisional Officer, Thane Division at Thane bearing Tenancy Appeal No.92/2010 against the Order passed by Hon'ble Tahsildar and Agricultural Land Tribunal in Tenancy Case No.32G/Ovale/54/2002 dated 16/12/2009 in respect of land more particularly described Secondly in the Eighth Schedule hereunder written (hereinafter referred to as 'the said Appeal'). The said Appeal came to be dismissed on merits by Hon'ble Sub-Divisional Officer, Thane vide its order dated 27/07/2011 (hereinafter referred to as 'the said Order').

a.12) Being aggrieved by the said Order, the said Hemchandra has filed a Revision Application before the Court of Hon'ble Maharashtra Revenue Tribunal bearing Tenancy/Revision Application No.260/2014 against the said Order on 25/08/2014 (hereinafter referred to as 'the said Third Matter'). The said Third Matter came to be dismissed for default on 29/11/2016. Neither any application for restoration nor any appeal against the said order dated 29/11/2016 has been filed by the said Hemchandra till date in respect of the said Third Matter/the said order dated 29/11/2016.

a.13) One Mr. Bhavarlal Jain & others have filed Civil Suit bearing RCS No.323/2005 against Bharat Pukharaj Jain & others, RCS No.1351/2012 against Parshwanath Charitable Trust & others in respect of the said Ninth property (hereinafter referred to as 'the said Fourth Matter'). The said Fourth Matter is pending for hearing. However, neither has the Promoters been made party in the said Fourth matter nor any prohibitory order of any sort has been issued against the Promoters in the said Fourth Matter.

a.14) The Promoters have availed Credit facility/Term Loan of Rs.60 Crore from JM Financial Credit Solutions Limited. (hereinafter referred to as 'the said JMFCSL') by an Unilateral Indenture of Mortgage dated 28/11/2016 (hereinafter referred to as 'the said Mortgage Deed') and as a security for the repayment of the said amount along with interest

& other monies that may become due & payable to the said JMFCSL, the Promoters have created mortgage in respect of the said property and all the units constructed and/or to be constructed thereon in favour of the said JMFCSL. The said Mortgage Deed is registered with the Sub-Registrar of Assurances at Thane on 28/11/2016 under Sr. No.13347/2016.

a.15) The Promoters have informed the Allottee and the Allottee is aware that in addition to construction of the buildings in the Project, the Promoter will be entitled to construct common amenities and facilities for the Project such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on the Project Property. The Promoters have further informed the Allottee/s that the service lines common to the Building in the Project and other buildings to be /being constructed on the Larger Property may pass through the portion of the Project Property (including the portion thereof upon which the Building is being constructed).

b) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

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

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

e) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in

Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;

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

g) Further, the Allottee has been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Property on which it is being constructed in proportion to the total area of the said Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for each of the Building(s) being constructed on the Project Property as it thinks fit and the allottees of the apartment(s)/ flat(s)/ premises/ units in such Building(s) (including the Allottee) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the Building(s) or the Project

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

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

a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

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

the Said Apartment is situated. In case any damage is caused to the said Apartment in which the Said Apartment is situated or the Building on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the building in which the said Apartment is situated.

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

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

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

- j) Pay to the Promoters within fifteen days of demand made by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.
- k) To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- l) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.
- m) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- n) The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/Project/Larger Property or the Promoters or its representatives. In the event the Allottee does or omits to do any such act, deed or thing then the Promote shall, without prejudice to any other right or remedies available in law, have the option to terminate this Agreement.
- o) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- p) Till a conveyance of the said property on which the building in which said Apartment is situated is executed jointly and proportionately in favour of all the Societies or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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

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

17. The Allottee hereby declares, agrees and confirms that the monies paid/payable by the Allottee under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any 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.

18. APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

18.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building(s), and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.

18.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the 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.

18.3 The Allottees further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the 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

19 PROMOTERS SHALL NOT MORTGAGE OR CREATE ACHARGE

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

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

20 It is clearly understood and agreed by the Parties that –

20.1 The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users of apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment

plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project Property is handed over to the association/society/condominium/limited company/Apex Body.

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

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums

deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENTALLOTTEES

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

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the

carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project/said property.

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, 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 Thane.

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

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

Notified Email ID:

M/s. UNNATHI ASSOCIATES
Laxmi Narayan Residency, Unnathi Gardens III,

Opp. Ma Niketan, Pokharan Road No.2,
Thane (W), 400 610
Notified Email ID: sales@raunakgroup.com

31. 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.

32. 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.

33. 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.

34. JOINT ALLOTTEES

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

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

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

37. GOVERNING LAW

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Survey No.21 Hissa No 6 admeasuring 2830 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO

Firstly:

ALL THAT piece and parcel of land bearing Old S.No.107/8, New Survey No.72/8 admeasuring 130 and Old S.No.112/1, New Survey No.71/1 admeasuring 8150 sq. mtrs. situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

Secondly:

ALL THAT piece and parcel of land bearing Old S.No.107/8, New Survey No.72/8 admeasuring 130 and Old S.No.112/1, New Survey No.71/1 admeasuring 4142 sq. mtrs. total aggregating to 4272 sq. mtrs situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing S.No.113/1, New Survey No.66/1 admeasuring 11000 sq.mtr, situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113/4, New Survey No 66/4 admeasuring 1100 sq.mtr, old S.No 113/14, New Survey No 66/14 admeasuring 5600 sq.mtrs, Old S.No 114/1, New S.No 65/1 admeasuring 630 sq.mtrs, Old S.No 114/2, New S.No 65/2 admeasuring 6320 sq.mtrs situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE FIFTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 6 New Survey no 66 Hissa No 6 admeasuring 1730 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE SIXTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 8 New Survey no 66 Hissa No 8 admeasuring 2000 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 9 New Survey no 66 Hissa No 9 admeasuring 1300 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE EIGHT SCHEDULE ABOVE REFERRED TO

Firstly:

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 10 New Survey no 66 Hissa No 10 admeasuring 720 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

Secondly:

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 13 New Survey no 66 Hissa No 13 admeasuring 1050 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE NINETH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 12 New Survey no 66 Hissa No 12 admeasuring 800 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE TENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 15 New Survey no 66 Hissa No 15 admeasuring 2400 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE ELEVENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 16 New Survey no 66 Hissa No 16 admeasuring 3600 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE TWELFTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S.No 113 Hissa No 17 New Survey no 66 Hissa No 17 admeasuring 1000 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE THIRTEENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Survey No 21 Hissa No 1 admeasuring 5670 sq. mtrs., situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE FOURTEENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S. No 113 Hissa No 7 New Survey no 66 Hissa No 7 admeasuring 4300 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE FIFTEENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing S.No 21 Hissa No. 3 admeasuring S.No 21/4 admeasuring 910 sq.mtrs, S.No 21/5 admeasuring 1010 sq.mtrs, S.No 21/7 admeasuring 1210 sq,mtrs , s.no 21/8 (a) admeasuring 4010 sq.mtrs situate, lying and being at village Vadavali Taluka and District Thane in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE SIXTEENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Survey no 21 Hissa No 8b admeasuring 4040 sq. mtrs., situate, lying and being at Village Vadavali, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane.

THE SEVENTEENTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing old S. No 113 Hissa No 2 New Survey no 66 Hissa No 2 admeasuring 2600 sq. mtrs., situate, lying and being at Village Owale, Taluka and District Thane, in the Registration District & Sub District Thane, within the local limits of the Municipal Corporation of the city of Thane

SIGNED AND DELIVERED BY
THE WITHINNAMED

Allottee:

1.

2.

in the presence of

WITNESSES:

1.

2.

SIGNED AND DELIVERED BY
THE WITHINNAMED

Promoters:
M/S UNNATHI ASSOCIATES
Through it's Partners

FOR UNNATHI ASSOCIATES

WITNESSES:

Authorised Signatory

1.

2.

(Note : If any terms mentioned herein is not in compliance of any provision of the Act or Rules made there under, the Promoters shall be entitle to modify such terms to comply with the same.)

SCHEDULE `A`

ALL THAT PREMISES being Apartment bearing No. _____ having carpet area of _____ square meter equivalent to _____ sq. ft. as per RERA (in addition enclosed balcony area of _____ sq. mtr equivalent to _____ sq. ft.on floor No. _____ of Building No. A3 of “ Raunak Bliss ” alongwith Stilt parking bearing No.____ constructed on said property.

ANNEXURE –A

Title of the property

ANNEXURE –B

(Authenticated copies of extract of VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

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

ANNEXURE –C-2

(Authenticated copies of the proposed plan)

Annexure -D

(Authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –E

(Specification of common amenities)

ANNEXURE –F

(Specification and amenities for the said Apartment),

ANNEXURE –G5

(Authenticated copy of Certificate issued by RERA Authority)

RECEIPT

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

Cheque No. :

Dated :

Drawn on : Branch ;,
(subject to realisation of cheque).

WE SAY RECEIVED

For M/S. UNNATHI ASSOCIATES

AUTHORISED SIGNATORY

Witnesses

1.

2.