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(d) The parties hereto after series of meetings and discussions have agreed to execute this agreement for the development of the said property the Society on the terms and conditions herein below appearing.

- 1) The Parties hereto admit, acknowledge and accept that the recitals hereinabove, Annexures and the tender documents shall be an integral part of this Agreement and shall be operative in verbatim.
- 2) The Parties hereto do and each one of them doth hereby declare and confirm the statements, representations, declarations and Annexure/s made by them in the foregoing recitals as well as hereinafter in this Agreement are true to their knowledge and are made by them consciously believing the same to be true and correct.
- 3) Based on such statements, representations and declarations and believing the same to be true and correct and in consideration of the technical details specified in the tender documents and further discussions, Parties hereto have entered into this Agreement on the terms and conditions herein below set out.

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- 4) The Society doth hereby declare and confirm that they are the absolute owners of the property viz land bearing Survey No.251 (part-B) Sub-divided Plot No. 1 Final Plot No. 89B, and New final plot No. 101, T.P.S. No. 1 admeasuring 2760.22 square meter or thereabout lying being and situate at Village Panchpakhadi, Louiswadi, Taluka and District Thane within the limits Thane Municipal Corporation and registration District and Sub-District of Thane, and the buildings A, B and C standing thereon more particularly described in the schedule II herein below written (hereinafter referred to as "THE SAID PROPERTY"
- 5) The Members herein are the members of the SOCIETY appearing in the membership register of the society maintained under Maharashtra Co-operative Societies Act 1960 and each of them has been issued with share certificates and there is no dispute about the membership and/or occupation of their respective flats and the carpet area of the individual holders of flats and shops detailed in the Annexure E annexed herein below.
- 6) The Developer admit and confirm that the Society is entering this agreement on the basis of statements and representations made by themselves.

The Developer shall construct Residential buildings and or residential-commercial buildings comprising of maximum number of upper floors permissible under building rules of Thane Municipal Corporation

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property of the Society by availing the maximum potential as per applicable clauses for redevelopment under UDCPR.

10) Representations & Warranties of the Society and the Members :-

(a) The SOCIETY is well and sufficiently entitled to the said property as absolute owner thereof and its' title is clear and marketable and there is no encumbrance, charge or lien over the said property. SOCIETY has not mortgaged and/or created any third party rights or interest in the said property in any manner whatsoever.

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(b) The tenure of the said Property is freehold; and is situated in Residential zone. The said Property is not subject to any acquisition or reservations and there is no encroachment or right of way or of any kind on the said Property. No part or portion of the said Property is occupied for religious or charitable purposes. There is no mosque, temple, church or any other place of worship established and/or any idol installed in any part of the said Property.

(c) The said property is not subject to any litigation or judicial or quasi judicial proceedings before any authority or authorities of the state, central or the local self government and the SOCIETY is not prevented from entering in this agreement or dealing with the property by any order of court, injunction, stay, attachment before or after judgement or any other prohibitory order or appointment of Court Receiver by any Court, Tribunal, Collector, Revenue Authority, TMC for any taxation or other dues whereby the rights of the Society/Members with respect to the said Property/Existing Flats are affected and or prejudiced in any manner.

(d) The Members herein are the only registered members of the said Society. The Members have not mortgaged and/or created any charge, lien or encumbrances of any nature whatsoever in or upon their respective flats and shops, except the number of members where

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