

2. By & under the terms of a Development Agreement dated 29th August 2013, which is executed by the owners in your favour & which is duly registered with Sub - Registrar of Assurance Kurla-2 under Registration No. KRL-2 /8683 of 2013 the development rights in respect of the said property were granted by the owners in your favour.
3. In pursuance of the aforesaid, an Irrevocable Power of Attorney dated 4th September 2013 came to be executed by owners in favour of the two Directors of M/s. Trimity Developers Pvt. Ltd, viz (1) Mr. Devdatta Vinayak Joshi & (2) Mr. Amit Shrikrishna Vaidya, which is duly registered with Sub Registrar of Assurance at Kurla -2 under Registration No. KRL-2/8684/2013.
4. By & under a Declaration dated 11th April 2014, made & executed by the Owners Viz (a) Mr. Vijay Ramchandra Puranik & (b) Mr. Vilas Ramchandra Puranik, it was interalia recorded & confirmed that the predecessor -in-title of the owners had availed of certain loan for construction of the said building on the said land and a mortgage was created by them on the said land in pursuance thereof in the sum of Rs. 40,000/- (Rupees Forty Thousand) and that the said mortgage debt was taken in the year 1968 and the same has been fully repaid and there are presently no dues payable in that regard. It is further recorded in the said Declaration that the repayment of the entire/balance Mortgage debt, if any, alongwith all the interest, costs, charges and expenses in that regard shall be the sole responsibility of the Owners only and the Developers viz yourselves shall not be concerned with and / or liable for the same in any manner whatsoever and accordingly, the Owners agreed