### B-1301

## AGREEMENT

'BUILDING'

# B WING IN 'PROJECT' DOSTI MEZZO 22

Site Office:
Dosti Mezzo 22, Road No. 29, Off. T. V. Chidambaram Marg,
Sion (East), Mumbai – 400 022.

#### M/S. MAITRI ASSOCIATES

LAWRENCE & MAYO HOUSE, 1<sup>ST</sup> FLOOR, 276, DR. D. N. ROAD, FORT, MUMBAI 400 001. Tel: 2219 8500 \* Visit us at www.dostirealty.com



सुची क्र.2

दुय्यम निबंधक: सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 2198/2023

नोटंणी • Regn:63m

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(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

28953000

(3) बाजारभाव(भाडेपटटयाच्या

27997358.29

बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका क्र.1301,13वा मजला,बी विंग,क्षेत्रफळ 86.40 चौ. मी. रेरा कार्पेट(म्हणजेच 930 चौ. फुट रेरा कार्पेट),बाल्कनी एरिया क्षेत्रफळ 3.41चौ. मी. रेरा कार्पेट(म्हणजेच 37 चौ. फुट रेरा कार्पेट)सोबत युटीलिटी एरिया क्षेत्रफळ 0 चौ. मी. रेरा कार्पेट(म्हणजेच 0 चौ. फुट रेरा कार्पेट),एकुण क्षेत्रफळ 89.81 चौ. मी. रेरा कार्पेट,सोबत ग्राउंड लेव्हल वरील दोन वाहनतळ,दोस्ती मेझो 22,रोड क्र.29,ऑफ टि. व्ही. चिदंबरम मार्ग,सायन(पूर्व),मुंबई-400022. सि.एस.क्र.403/6 सायन विभाग व इतर माहिती दस्तात नमुद केल्याप्रमाणे.( ( C.T.S. Number : 403/6 ; ) )

(5) क्षेत्रफळ

1) 98.79 चौ.मीटर

(6)आकारणी र्किवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहुन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे. मैत्री असोसिएट्स तर्फे भागीदार दोस्ती रिॲल्टी लिमिटेड तर्फे अधिकृत हस्ताक्षरकर्ता पंकज नरोत्तमदास शाह तर्फे कबुलीजबाबासाठी मुखत्यारपत्रधारक मनोज अनंत ठाकुर वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: पहिला मजला, इमारतीचे नाव: लॉरेन्स आणि मायो हाऊस , ब्लॉक नं: २७६, डॉ. डी.एन. रोड, रोड नं: फोर्ट, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAGFM6578D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा र्किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-प्रशांत - मिसुरकर वय:-46; पत्ता:-प्लॉट नं: सदनिका क्र.201, माळा नं: विंग सी, इमारतीचे नाव: निसर्ग को-ऑप.हौ.सो., ब्लॉक नं: बीएमसी शाळेच्याजवळ, प्रतिक्षा नगर, रोड नं: सायन पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AOIPM9757L

2): नाव:-सुप्रिया - मिसुरकर वय:-39; पत्ता:-प्लॉट नं: सदनिका क्र.201, माळा नं: विंग सी, इमारतीचे नाव: निसर्ग को-ऑप.हौ.सो., ब्लॉक नं: बीएमसी शाळेच्याजवळ, प्रतिक्षा नगर, रोड नं: सायन पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AUNPM4916E

3): नाव:-पंचफुला हरिदास मिसुरकर वय:-73; पत्ता:-प्लॉट नं: सदनिका क्र.201, माळा नं: विंग सी, इमारतीचे नाव: निसर्ग को-ऑप.हौ.सो., ब्लॉक नं: बीएमसी शाळेच्याजवळ, प्रतिक्षा नगर, रोड नं: सायन पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-ABXPM1799E

MUMBA

(9) दस्तऐवज करुन दिल्याचा दिनांक

07/02/2023

(10)दस्त नोंदणी केल्याचा दिनांक

14/02/2023

(11)अनुक्रमांक,खंड व पृष्ठ

2198/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1737200

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

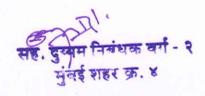
(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 15/02/2023) to Municipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.



#### **Payment Details**

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MAITRI ASSOCIATES	eChallan	69103332023020711515	MH014925817202223E	1737200.00	SD	0007586882202223	14/02/2023
2		DHC		1402202301230	300	RF	1402202301230D	14/02/2023
3		DHC		1302202313479	2000	RF	1302202313479D	14/02/2023
4	MAITRI ASSOCIATES	eChallan		MH014925817202223E	30000	RF	0007586882202223	14/02/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

508/2198 Tuesday, February 14,2023

पावती

Original/Duplicate

नोंदणी क्रं..:39म

Regn.:39M

पावती क्रं.: 2376

दिनांक: 14/02/2023

गावाचे नाव: सायन

11:47 AM

दस्तऐवजाचा अनुक्रमांक: बबई4-2198-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: प्रशांत - मिसुरकर

Dian, ERED

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 115

₹. 30000.00

रु. 2300.00

एकूण:

रु. 32300.00

म निबंधक, मुंबई-4

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 12:04 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.27997358.29 /-मोबदला रु.28953000/-

भरलेले मुद्रांक शुल्क : रु. 1737200/-

1) देयकाचा प्रकार: DHC रक्कम: रु.300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1402202301230 दिनांक: 14/02/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1302202313479 दिनांक: 14/02/2023

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014925817202223E दिनांक: 14/02/2023

बॅकेचे नाव व पत्ता:

DELIVERED

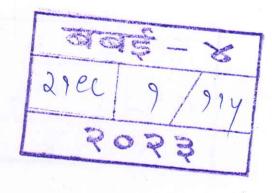
सह, दुय्यम निबंधक वर्ग - १ बुंबई शहर क्र. ४

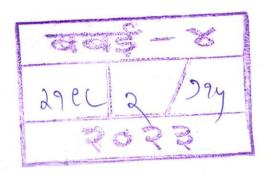
मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव ) Valuation ID 202302141244 14 February 2023,11:15:26 AM मूल्यांकनाचे वर्ष 2022 जिल्हा मुंबई(मेन) मूल्य विभाग 19-सायन डिव्हीजन 19/126 भुभाग : पूर्वेस हार्बर रेल्वे लाईन, पश्चिमेस लक्ष्मीबाई केळकर, द्रुतगती महामार्ग, दक्षिणेस किंग्ज सर्कलकडे जाणारी हार्बर लाईन, विभाग हद्द. उप मूल्य विभाग सर्व्हे नंबर /न. भू. क्रमांक : इतर# वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. खुली जमीन निवासी सदनिका कार्यालय दुकाने औद्योगीक मोजमापनाचे एकक 102420 242110 278420 302630 242110 चौरस मीटर बांधीव क्षेत्राची माहिती 98.79चौरस बांधकाम क्षेत्र(Built Up)-मिळकतीचा वापर-निवासी सदनिका मिळकतीचा प्रकार-बांधीव मीटर बांधकामाचे वर्गीकरण-1-आर सी सी मिळकतीचे वय-0 TO 2वर्षे बांधकामाचा दर -Rs.30250/-उद्ववाहन सुविधा-आहे मजला -11th floor To 20th floor रस्ता सन्मुख -Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018 मजला निहाय घट/वाढ = 110% apply to rate= Rs.266321/-घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जिमनीचा दर ) \* घसा-यानुसार टक्केवारी )+ खुल्या जिमनीचा दर ) =(((266321-102420)\*(100/100))+102420) = Rs.266321/- मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र = 266321 \* 98.79 = Rs.26309851.59/-27.88चौरस मीटर E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य = 27.88 \* (242110 \* 25/100) = Rs.1687506.7/-Applicable Rules =,10,4,16 = मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ एकत्रित अंतिम मुल्य = A + B + C + D + E + F + G + H + I + J= 26309851.59 + 0 + 0 + 0 + 1687506.7 + 0 + 0 + 0 + 0 + 0=Rs.27997358.29/-

Home

Print











#### CHALLAN MTR Form Number-6



Payer Details	GRN MH	014925817202223E	BARCODE			IIII Dat	e 07/02/2023-13:0	4:12 I	Form II	D	25	5.2	
Type of Payment   Registration Fee   PAN No.(If Applicable)	Department	Inspector General Of	Registration		Payer Details								
Office Name BOM4_JT SUB REGISTRAR MUMBAI 4  Location MUMBAI  Vear 2022-2023 One Time Flat/Block No. Premisee/Building Pr		702 7 7 7 7 7 7			TAX ID / TAN (If Any)								
Veer   2022-2023 One Time	Type of Payn	nent Registration Fee			PAN No.(If Applicable)								
Plat	Office Name BOM4_JT SUB REGISTRAR MUMBAI 4				Full Name MAITRI ASSOCIATES								
Note   Premises/Building	Location MUMBAI												
Account Head Details  Amount In Rs. 1737200.00 Road/Street  TWO CAR PARKING, ROAD NO 29 OFF TO CHIDAMBARAM MARG, SION (EAST).  1737200.00 Area/Locality Town/City/District  PIN 4 0 0 0 2  Remarks (If Any)  SecondPartyName=PRASHANT MISURKAR AND TOWN ROAD TWO 29 OFF TOWN ROAD TOWN ROAD TWO 29 OFF TOWN ROAD TOWN ROAD ROAD ROAD ROAD ROAD ROAD ROAD ROAD	Year 2022-2023 One Time				Flat/Block No. FLAT NO 1301, 13TH FLOOR, DOSTI ME			MEZ	ZO 22				
1737200.00   1737200.00   Road/Street   TWO CAR PARKING, ROAD NO 29 OFF TO CHIDAMBARAM MARG, SION (EAST).   1737200.00					Premises/B	uilding	WING B,						
ChidamBaram Marg, Sion (EAST).		Account Head Deta	ails	Amount In Rs.									
Town/City/District  PIN 4 0 0 0 2  Remarks (If Any)  SecondPartyName=PRASHANT MISURKAR AND SUB-RECORD Trouble of the state	0030045501	Stamp Duty		1737200.00	Road/Stree	t	Contract Charles and Contract					OFF	T V.
PIN 4 0 0 0 0 2  Remarks (If Any)  SecondPartyName=PRASHANT MISURKAR AND SUBTINETIAL PROPERTY OF THE PRASHANT MISURKAR AND SUBTINETIAL PROPERTY OF THE PROPERTY OF THE PRASHANT MISURKAR AND SUBTINETIAL PROPERTY OF THE PRASHANT MISURKAR AND SUBTINETIAL PROPERTY OF THE PRASHANT MISURKAR AND SUBTINETIAL PROPERTY OF THE P	0030063301	Registration Fee		30000.00	Area/Locali	ty	MUMBAI		[4				
Remarks (If Any)  SecondPartyName=PRASHANT MISURKAR AND TO THE PRASHANT MISURKAR AND THE PRASHANT					Town/City/District								
SecondPartyName=PRASHANT MISURKAR AND SUB- Total 17,67,200.00 Words pees Only  Payment Details IDBI BANK FOR USE IN RECEIVING BANK  Cheque-DD Details Bank CIN Ref. No. 69103332023020711515 722558207 Cneque/DD No. Bank Date RBI Date 07/02/2023-13:08:25 08/02/2023 Name of Bank Bank Bank Bank IDBI BANK  Name of Bank Scroll No., Date 100, 08/02/2023  Department ID: Mohile No. 09000000  ONTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered detrument.  RECEIVING BANK  Scroll No., Date 100, 08/02/2023  Department ID: Mohile No. 09000000  Challan Defaced Details  Challan Defaced Details				*	PIN			4	0	0	0	2	2
Total 17,67,200.00 Words pees Only MUMBAL Payment Details IDBI BANK FOR USE IN RECEIVING BANK  Cheque-DD Details Bank CIN Ref. No. 69103332023020711515 722558207  Cheque/DD No. Bank Date RBI Date 07/02/2023-13:08:25 08/02/2023  Name of Bank Bank Bank Bank-Branch IDBI BANK  Name of Branch Scroll No. , Date 100 , 08/02/2023  Department ID: Mobile No. 90600000  NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. उत्तर चलन केवल दुव्यम निवंधक कार्यालयात मोदणी करावयाच्या दस्तांचारी लागु आहे. मोदणी म करावयाच्या वस्तांचारी लागु आहे. मोदणी मिल्ला करावयाच्या वस्तांचारी लागु आहे.					Remarks (It	Any)							
Total 17,67,200.00 Words pees Only MUMBAL Payment Details IDBI BANK FOR USE IN RECEIVING BANK  Cheque-DD Details Bank CIN Ref. No. 69103332023020711515 722558207  Cheque/DD No. Bank Date RBI Date 07/02/2023-13:08:25 08/02/2023  Name of Bank Bank Bank Bank-Branch IDBI BANK  Name of Branch Scroll No. , Date 100 , 08/02/2023  Department ID: Mobile No. 90600000  NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. उत्तर चलन केवल दुव्यम निवंधक कार्यालयात मोदणी करावयाच्या दस्तांचारी लागु आहे. मोदणी म करावयाच्या वस्तांचारी लागु आहे. मोदणी मिल्ला करावयाच्या वस्तांचारी लागु आहे.					SecondPartyName=PRASHANT MISURKAR AND STHERE								
Total 17,67,200.00 Words pees Only MUMBAL Payment Details IDBI BANK FOR USE IN RECEIVING BANK  Cheque-DD Details Bank CIN Ref. No. 69103332023020711515 722558207  Cheque/DD No. Bank Date RBI Date 07/02/2023-13:08:25 08/02/2023  Name of Bank Bank Bank Bank-Branch IDBI BANK  Name of Branch Scroll No. , Date 100 , 08/02/2023  Department ID: Mobile No. 90600000  NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. उत्तर चलन केवल दुव्यम निवंधक कार्यालयात मोदणी करावयाच्या दस्तांचारी लागु आहे. मोदणी म करावयाच्या वस्तांचारी लागु आहे. मोदणी मिल्ला करावयाच्या वस्तांचारी लागु आहे.	DEFAI	ED		-			13	1011	क मुंब	£ 2	IEP	Sign	1
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Total 17,67,200.00 Words pees Only		77					The second secon					अचा /	MBA
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GRN:	MH014925817202223E	Amount: 17,67,200.00	Bank: IDBI BANK		Date:	07/02/2023-13:04:12
2	(iS)-508-2198	. 0007586882202223	14/02/2023-11:47:32	IGR549		1737200.00
			Total Defacement Amount			17,67,200.00



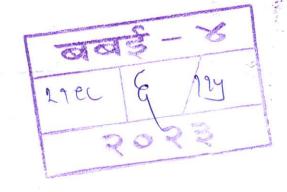


#### CHALLAN MTR Form Number-6

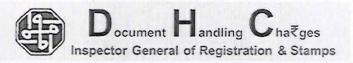


GRN MH014925817202223E BARCODE			I III Da	te 07/02/2023-13:04:12	Form ID 25.2
Department Inspector General Of Registration	Payer Details				
Stamp Duty		TAX ID / TA	N (If Any)		
Type of Payment Registration Fee		PAN No.(If A	pplicable)		
Office Name BOM4_JT SUB REGISTRAR MUMBAI 4		Full Name		MAITRI ASSOCIATES	
Location MUMBAI					
Year 2022-2023 One Time		Flat/Block I	No.	FLAT NO 1301, 13TH I	FLOOR, DOSTI MEZZO 22
		Premises/B	uilding	WING B,	
Account Head Details Am	ount In Rs.				
0030045501 Stamp Duty	1737200.00	Road/Stree	t	TWO CAR PARKING, CHIDAMBARAM MARG	ROAD NO 29 OFF T. V. G, SION (EAST),
0030063301 Registration Fee 30000.00			Area/Locality MUMBAI		
		Town/City/I	District		
		PIN		4	0 0 0 2 2
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	*	Amount In	Sevente	en Lakh Sixty Seven Tho	usand Two Hundred Ru
Total 1	7,67,200.00	Words	pees Or		
Payment Details IDBI BANK		F	OR USE IN RECEIVING	Maria Caraca Car	
Cheque-DD Details		Bank CIN	Ref. No.	691083320230207115	722558207
Cheque/DD No.		Bank Date	RBI Date	07/02/2023-13:08:25	Not Verified with RBI
Name of Bank		Bank-Brancl	1 -	IDBI BANK	
Name of Branch		Scroll No. , I	Date	Not Verified with Scro	053

Department ID : Mobile No. : 00000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .







#### **Receipt of Document Handling Charges**

PRN 1302202313479

Receipt Date

14/02/2023

DEFACED

Received from Document Handling Charges, Mobile number 000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 2198 dated 14/02/2023 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

₹ 2000 DEFACED

#### **Payment Details**

Bank Name	IBKC	Payment Date	13/02/2023
Bank CIN	10004152023021312172	REF No.	740287997
Deface No	1302202313479D	Deface Date	14/02/2023

This is computer generated receipt, hence no signature is required.



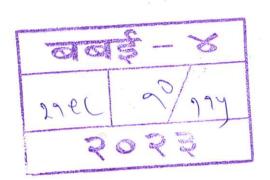




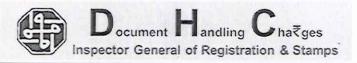


#### Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 14/02/2023 Date PRN 1302202313479 Received from Document Handling Charges, Mobile number 000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District. **Payment Details** Bank Name **IBKC** Date 13/02/2023 740287997 REF No. Bank CIN 10004152023021312172 This is computer generated receipt, hence no signature is required.









#### **Receipt of Document Handling Charges**

PRN

1402202301230

**Receipt Date** 

14/02/2023

Received from Document Handling Charges, Mobile number 000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 2198 dated 14/02/2023 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

Payment Details

₹ 300 DEFACED

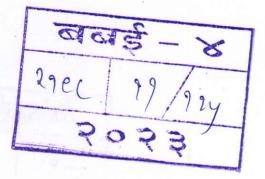
DEFACED

Bank Name	IBKC	Payment Date	14/02/2023
Bank CIN	10004152023021401139	REF No.	740309491
Deface No	1402202301230D	Deface Date	14/02/2023

This is computer generated receipt, hence no signature is required.

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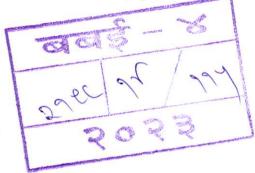




#### Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 14/02/2023 Date 1402202301230 Received from Document Handling Charges, Mobile number 000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District. **Payment Details** 14/02/2023 Bank Name **IBKC** Date REF No. 740309491 Bank CIN 10004152023021401139 This is computer generated receipt, hence no signature is required.









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THIS AGREEMENT is made at Mumbai this 67th day of February, 2023

#### BETWEEN

M/s. Maitri Associates, a registered partnership firm, having its Registered Office at Lawrence & Mayo House, 1st Floor, 276, Dr. D.N. Road, Fort, Mumbai 400001, hereinafter referred to as "the Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being and time to time, their survivors, heirs, legal representatives, executors administrators of the last surviving partner, their successors and assigns) of the One Part;

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- 1) PRASHANT MISURKAR
- 2) SUPRIYA MISURKAR
- 3) MISURKAR PANCHFULA HARIDAS

an/both/all Indian Inhabitant/s adult/s having his/her/their common address/s at FLAT NO.201, WING C, NISARG CHS, NEAR BMC SCHOOL, PRATIKSHA NAGAR, SION EAST, MUMBAI - 400 022., hereinafter referred to as "the Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns, and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors, administrators and permitted assigns of the last survivor, and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF, and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns and in case of a body corporate/company its successors and permitted assigns) of the Other Part;

#### WHEREAS:

i. By and under an Indenture of Lease dated 4th August 1948 executed by and between the Municipal Corporation of City of Bombay, (therein referred to as "the Corporation") of the first part; Bhailal Khushidas Patel, the Commissioner for City of Bombay (therein referred to as "the Commissioner") of the second part; Mohamedbhai Abdul Rasul Samsher (therein referred to as "the Confirming Party") of the third part and Mahomedbhai Abdul Rashul Samsher, Salebhai Mahomedalli, Gulam Hussein Abdul Rasul Samsher and Taherbhai Abdul Rasul Samsher, (therein referred to as "the Lessees") of the fourth part and registered before the Sub Registrar of Assurances at Bombay under Serial No. 4161 of 1948 on 31st December 1948, the Corporation demised unto the Lessees, all that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 5,836.16 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022 ("the said Property") together with four buildings standing thereon i.e. Press building comprising of

ground and mezzanine floor, second building as Godown comprising of ground floor, third building consisting of ground floor and fourth building consisting of ground and two upper floors with sitting out place, sanitary block and stail case room ("the said buildings"), for a tenure of 999 years on the payment of the premium and rent and on the observance of the conditions and

performance of the covenants more particularly set out therein

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- ii. Thereafter, Mahomedbhai Abdul Rasul Samsher, Salebhai Mahomedalli, Gulam Hussien Abdul Rasul Samsher and Taherbhai Abdul Rasul Samsher i.e. the Lessees of the said Property agreed to sell the said Property to Book Centre Private Limited and / or its nominees.
- iii. At the request of Book Centre Private Limited, by and under a Deed of Assignment dated 31st January 1970 executed between Mohamedbhai Abdul Rasul Samsher, Salebhai Mahomedalli, Gulam Hussein Abdul Rasul Samsher and Taherbhai Abdul Rasul Samsher (therein referred to as "the Assignors") of the First Part; Book Centre Private Limited (therein referred to as "the Confirming Party)" of the Second Part and Karamshi Jethabhai Somaiya, Sakarbai w/o Karamshi J. Somaiya, Shantilal Karamshi Somaiya and Nadirshah Rustomji Mulla, the then Trustees of Karamshi Jethabhai Somaiya Trust (therein referred to as "the Assignees") of the Third Part and registered with the Sub Registrar of Assurances at Bombay under Serial No. 1656 – 1970 on 26th June 1972, the Assignors therein assigned and transferred the said Property and the said buildings in favour of Karamshi Jethabhai Somaiya, Sakarbai w/o Karamshi J. Somaiya, Shantilal Karamshi Somaiya and Nadirshah Rustomji Mulla, the then Trustees of Karamshi Jethabhai Somaiya Trust on the terms and conditions and for the consideration more particularly set out therein.
- iv. A Hostel was being run by Karamshi Jethabhai Somaiya Trust ("the Trust") and a Printing Press was operated from a portion of the said building by a tenant i.e. the Book Centre Limited.
- v. On 9th March 2005, a meeting of the Board of Trustees of the Trust was held wherein the Board of Trustees unanimously decided to sell, convey and transfer the rights of the Trust in the said Property and the said buildings. A resolution was passed by the Board of Trustees in this regard.
- vi. On 27<sup>th</sup> July 2005, a Letter of Intent was executed between Dr. Shantilal Karamshi Somaiya, Leelaben Madhavji Kotak and Sarlaben S. Parekh i.e. the then Trustees of the Trust and the Promoter for the purchase of all rights, title and interest held by the Trust in the said Property and the said buildings by the Promoter on the terms and conditions more particularly set out therein ("the Letter of Intent").
- vii. Thereafter, an Application being Application No. J-4/145 of 2005 was filed by the Trust before the Learned Joint Charity Commissioner, Greater Mumbai Region, Mumbai under Section 36 of the Bombay Public Trust Act, 1950 ("the Act") ("the Application") for seeking permission of the Learned Joint Charity Commissioner for the sale, conveyance and transfer of their rights in the said Property and the said buildings.
- viii. On 6th June 2006, an Order was passed by the Learned Joint Charity
  Commissioner thereby granting its permission in terms of Section 36(1)(a) of
  the Act. Vide the said Order, sanction was accorded by the Learned Joint
  Charity Commissioner to the Trust to execute the Conveyance/ Development
  Agreement in favour of the Promoter in respect of the said Property and the

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said buildings on the terms and conditions stated in the Letter of Intent and as more particularly setout in the said Order ("the said Order").

- ix. On 19th June 2006, a Board Resolution was passed by the Board of Directors of Book Centre Private Limited whereby it was resolved that the area admeasuring 4,996 square metres with the structures thereon held by them as a Tenant in the said Property ("the tenanted premises") would be surrendered in favour of Promoter for a lump sum consideration as agreed to between the parties.
- x. Pursuant to the Order dated 6<sup>th</sup> June 2006, a Development Agreement was executed on 22<sup>nd</sup> June 2006 between Dr. Shantilal Karamshi Somaiya, Leelaben Madhavji Kotak, Sarlaben S. Parekh and Sameer Shantilal Somaiya the Trustees of the Trust (therein referred to as "the Owners" of the One Part) and the Promoter (therein referred to as "the Developers" of the Other Part), which Development Agreement was registered with the Sub-Registrar of Assurances Mumbai City 2 under Serial No. 6215 of 2006 and by which, the development rights in respect of the said Property were granted in favour of the Promoter upon the terms and conditions more particularly set out therein ("the Development Agreement"). The total consideration as due and payable by the Promoter under the Development Agreement has been paid to the Trust, the receipt whereof has been duly acknowledged by the Trust.
- xi. Pursuant to the execution of the Development Agreement, an Irrevocable Power of Attorney dated 22<sup>nd</sup> June 2006 was executed by Dr. Shantilal Karamshi Somaiya, Leelaben Madhavji Kotak, Sarlaben S. Parekh and Sameer Residential Somaiya, the then Trustees of Trust in favour of (i) Shri Deepak Kishan Goradia (ii) Dosti Land Developers Private Limited, (now known as Dosti Realty Ltd.) the partners of the Promoter thereby granting certain powers in their favour more particularly set out therein in respect of the development of the said Property ("the Power of Attorney"). The Power of Attorney was duly registered on 27<sup>th</sup> June 2020 at the Office of Sub-Registrar of Assurances, Mumbai City 2
- xii. By a Letter of Possession dated 22nd June 2006 executed by the Karamshi Jethabhai Somaiya Trust in favour of the Promoter, the Trust confirmed handing over possession of the said Property to the Promoter;
- xiii. By a Letter of Attornment dated 22nd June 2006 addressed by the Karamshi Jethabhai Somaiya Trust to the Book Centre Limited, the Trust attorned the tenancy rights of Book Centre Limited in respect of the tenanted premises favour of the Promoter;
- xiv. By a Memorandum of Understanding dated 23rd June 2006 made between the Promoter, therein referred to as "the Developers" of the One Part and Book Centre Limited therein referred to as "the Occupant / Tenant" of the Other Part agreed to give up / release / surrender and abandon its tenancy / occupancy rights in respect of the tenanted premises on payment of the consideration and on the terms and conditions as contained therein;

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- By a Letter of Possession dated 26th June 2006 executed by the Book Centre Limited in favour of the Promoter, Book Centre Limited the Trust confirmed handing over possession of the said tenanted premises to the Promoter;
- xvi. In the circumstances, pursuant to the Development Agreement, Power of Attorney and the documents/orders recited hereinabove, the Promoter has full right, entitlement and liberty to develop all that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 5,836.16 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai - 400 022 and more particularly described in the First Schedule hereunder written and shown on the Plan thereof annexed hereto and marked Annexure-1 and thereon shown surrounded by black-colour boundary line and hereinafter referred to as "the Larger Land") in such manner as the Promoter may in its sole discretion deem fit and proper, on terms and conditions mentioned therein;

#### **Amenity Plot**

xvii. As per the Sanctioned Plan, the required Amenity Open Space for Residential Zone for the Larger Land is 291.81 square metres or thereabout (and shown on the Plan of the Larger Land annexed hereto and marked Annexure-1 and thereon shown in blue-colour wash and hereinafter referred to as "the Amenity Plot") The Amenity Plot area shall be formally sub-divided from the rest of the Larger Land in due course, and shall not form part of the land which shall be ultimately conveyed in favour of the Society (as defined below), but shall be conveyed in favour of the MCGM;

The balance pottions of the Larger Land (i.e. after deducting the area of the Amenity Plot) admeasures 5544.35 square metres or thereabout, in the aggregate (and smore particularly described in the Second Schedule hereunder written and shown on the Plan thereof annexed hereto and marked nnexure-2 and thereon shown surrounded by thick red-colour boundary line and/hereinafter referred to as "the Land");

#### **PPL Scheme**

xix. The Promoter was desirous of developing the Land under the public parking lot scheme envisaged under the Regulation 33(18) of the Development Control and Bromotion Regulations for Greater Mumbai, 2034 (earlier Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991) (hereinafter referred to as other application submitted by the Prometer to the Municipal Corporation of Greater Mumbai (hereinafter Referred to as "MCGM") in that regard, the MCGM by its Letter of Intent bearing No. Ch.E/630/MC/Rds&Tr/C-51 dated 5th July, 2014 duly revalidated on 15th

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May, 2015 (LOI), the MCGM granted its sanction for the construction of a public parking lot on the Land under the PPL Scheme, on terms and conditions mentioned therein;

- xx. The Promoter proposes to develop the said Land by constructing thereon a real estate project called "Dosti Mezzo 22" comprising of a new building/s to be known as 'Dosti Mezzo 22' having 3 (three) level basement, ground floor, common 4 (four) level podium (including stilt and a clubhouse), 2 (two) wings, viz;
  - (a) "Wing A" (i.e. Wing A as per sanctioned plans) having 32 upper floors, to be constructed on portion of the Land admeasuring 579.61 square meters as more particularly described in Part A of Third Schedule hereunder written and shown in yellow-colour wash on Plan thereof annexed hereto as Annexure 2 (hereinafter referred to as "Wing A");
  - (b) "Wing B" (i.e. Wing B as per sanctioned plans) having 32 upper floors, to be constructed on portion of Land admeasuring 664.93 square meters as more particularly described in Part B of Third Schedule hereunder written and shown in blue-colour wash on Plan thereof annexed hereto as Annexure 2 (hereinafter referred to as "Wing B"); and
  - (c) "Club House" (i.e. Clubhouse and fitness center as per present sanctioned plan), and shown in pink-colour wash on Plan thereof annexed hereto as Annexure 2 (the clubhouse, gymnasium and swimming pool/s are hereinafter referred to as "Clubhouse");
  - (d) "Parking Building" comprising of 5(five) level basement, ground floor and 4(four) level Podium and shown in brown colour wash on Plan thereof annexed hereto as Annexure 2 (hereinafter referred to as "Sale Parking Area").

to be constructed by utilizing total FSI of 31098 square metres or thereabouts and hereinafter referred to as the "the said Building" or "the said Project".

xxi. The Promoter has prepared and submitted plans of the PPL Are (three) level basement and part ground floor, Sale Parking Area i.e. level basement, ground floor, 4 (four) level podium, part ground common 4 (four) level podium (including stilt and clubhouse, Wing Wing B of the said Building, for approval to the MCGM;

xxii. The Promoter has appointed M/s. Ramnani & Associates as architect (and Architect Hafeez Contractor as Design Architect) and Mahimtura Consultants Pvt. Ltd. as structural engineers for the preparation of the structural designs and drawings of the said Building and the Promoter accepts the professional supervision of the architect and the structural engineers till the completion of

the said Building;

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- xxiii. The Promoter has got the plans, specifications, elevations, sections and other details of the 3 level basement, ground floor, the common 4 level podium (including stilt and the Clubhouse), Sale Parking Area and the said Wing A and the Wing B of the said Building, duly approved and sanctioned from the MCGM and has obtained Intimation of Disapproval ("IOD") bearing No. EB/2908/FN/A dated 23.09.2015, which was duly amended vide IOD bearing B/2645/FN/A/337/2/AMEND dated 03.03.2021, IOD bearing Nos. EB/2645/FN/A/337/3/Amend dated 27.07.2021 and IOD bearing Nos. EB/2645/FN/A/337/4/Amend dated 04.03.2022;
- xxiv. The MCGM has issued the Commencement Certificate ("CC") bearing No. EEBPC/2645/FN/A dated 21<sup>st</sup> April, 2016, which was duly amended vide CC bearing No EB/2645/FN/A/FCC/1/New dated 7<sup>th</sup> April 2022 on terms and conditions mentioned therein and the Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupation Certificate of *inter alia* the said Wing;
- xxv. While sanctioning the plans, the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter while developing the Land and upon due observance and performance of which only the Occupation Certificate *inter alia* in respect of the said Wing shall be granted by the MCGM;

#### **Proposed Plans**

xxvi. The Promoter has informed the Purchaser that out of the total FSI of 31098 square metres to be utilized for construction of the Project, at present, the plans have been sanctioned for 23018 square metres of FSI (i.e. upto 21<sup>st</sup> floors of Wing A and upto 22<sup>nd</sup> Floors of Wing B) and the FSI of 8080 square metres is proposed but not yet sanctioned. The Promoter shall construct additional floors (i.e. 22<sup>nd</sup> to 32<sup>nd</sup> Floor in the said Wing A and 23<sup>rd</sup> to 32<sup>nd</sup> floors in the said Wing B) after obtaining the sanction for the same (hereinafter referred to as "the Proposed Plans");

#### Construction of the Project

xxvii. The Promoter has commenced construction of the 3 (three) level basement, ground floor, common 4 (four) level podium, the Clubhouse, Sale Parking Area, the said Wing A and the said Wing B of the said Building, as

per the sanctioned plans;

The Premises

viii. The Purchaser has approached the Promoter to purchase, on ownership basis, the residential premises being a flat in the said Wing (as more particularly described in the Fourth Schedule Interest written and hereinafter referred to as "the Premises") for the total consideration more particularly mentioned in the Fourth Schedule hereunder written

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(hereinafter referred to as the "Consideration") payable in the manner more particularly set out in the Fourth Schedule hereunder written, and upon the terms and conditions agreed between the Purchaser and the Promoter as recorded herein;

- The Promoter has, prior to the execution of this Agreement, duly disclosed to the Purchaser, and the Purchaser confirms that the Purchaser is aware that -
  - (a) The Promoter is developing the Land under the scheme of redevelopment as envisaged under Regulation 33(18) of the Development Control and Promotion Regulations for Greater Mumbai, 2034;
  - (b) The Promoter shall construct, hand-over and convey the 3 (three) level basement and part ground floor in the said Building as Public Parking Lot to the MCGM (hereinafter referred to as "the PPL Area") in accordance with the above-recited LOI, and accordingly the PPL Area shall not form part of the conveyance of the Land and the remaining portion of the said Building in favour of the Society. The Promoter is fully entitled to sell, transfer, assign or deal with all the area that remains in the said Building after deducting the PPL Area as more particularly shown on the sanctioned municipal plan, as the Promoter may in its sole discretion deem fit and proper;
  - (c) The Amenity Plot shall be formally sub-divided from the rest of the Larger Land in due course, and shall not form part of the land which shall be ultimately conveyed in favour of the Society (as defined below), but shall be conveyed in favour of the MCGM;
  - (d) With regard to the Club House, the Purchaser shall be entitled to admission to the Club House, subject to the overall supervision and control thereof by the Promoter (including in particular, the right of the Promoter to frame rules from time to time regarding the admission to, and use of, the Club House and its facilities by the purchasers/allottees premises in the said Building (including the Purchaser), as the may in its sole discretion deem fit and proper, at any times Without prejudice to the generality of the foregoing, the Purchaser sh be liable to bear and pay the pro rata share of all outgoing whirespects the Club House in addition to the payment of membership less, and other charges (as applicable) and compliance of terms and conditions as may be imposed by the Promoter from time to time, and the Purchasel and the Society shall not, nor shall they be entitled to, object to the same in any manner and under any circumstances whatsoever. The Purchaser agrees, acknowledges and confirms that Club House and its amenities shall be common and shared across both the wings of the said Building to be constructed on the said Land. The Purchaser agrees, confirms and covenants that the Purchaser shall not, nor shall the Purchaser be entitled to, raise any objection nor hinder, obstruct and/or create nuisance in the

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operations and/or for usage of the Clubhouse in manner contemplated

- (e) The litigations pending in courts/forums/ authorities in respect of the Land or any part thereof, if any, are uploaded and updated from time to time on the MahaRERA website;
- (f) The Promoter has availed of a credit facility (financial assistance) from Aditya Birla Finance Limited (ABFL) (hereinafter referred to as the "Financier") against the mortgage inter alia of the Land and the unsold premises in the said Building to be constructed thereon by and under the Deed of Mortgage dated 13th August 2021 executed by and between the Promoter of the one part and the Financier of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Mumbai City-1 under Serial No. 6358 of 2021, on the terms and conditions mentioned therein:
- (g) The Promoter has availed the benefit of 50% reduction of premium facility on the said Project (hereinafter to be referred to as said "incentives") and that the benefit of said incentives has been passed on to the Purchaser by the Promoter in form of payment of entire applicable Stamp Duty on this Agreement in respect of the said Premises. The Purchaser shall be liable and responsible to sign, seal, execute, register and deliver all kinds of deeds, documents and writings including Certificates, Affidavits, Applications, Declarations, Indemnities, Forms, NOCs, Consents, etc. as may be required by the Promoter and/or MCGM and shall fully co-operate with the Promoter to enable the Promoter to fully avail the said incentives and comply with all the terms of approval / sanction thereof, as may be required by the concerned authorities. B-REGISTRA

xxx. The Promoter is entitled and enjoined upon to construct the said Building on the Land in accordance with the recitals hereinabove;

xxxi. In the circumstances, the Promoter has the sole and exclusive right to sell the premises in the said Building to be constructed by the Promoter on the Mane and to enter into agreement/s with the purchasers of such premises therein and to receive and appropriate to itself, the sale consideration in spect thereof;

On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made thereunder and the Purchaser is fully satisfied with the title of the Promoter in respect of the Land and the Promoter's right to sell and allot the Premises;

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- xxxiii. Authenticated copies of (i) the Title Certificate issued by Advocate Kiran Badgujar, (ii) the Extracts of Property Register Card in respect of the Land, (iii) the IODs and the CC, and (iv) the floor plan in respect of the Premises and Car Parking Space plan in respect of the car parking/s allotted to the Purchaser have been annexed hereto and marked as Annexures-3, 4, 5 (Colly) and 6 (Colly) respectively;
- xxxiv. The authenticated copy of the plan of the layout of the Land as approved by the MCGM has been annexed hereto and marked as Annexure-7;
- xxxv. This Agreement is restricted to the Premises in the said Wing (as more particularly described in the Third Schedule hereunder written), which is the subject matter of this Agreement and the Purchaser is not concerned with any other wing/building/structure constructed/under construction/ proposed to be constructed on any other portion of the Land;
- xxxvi. 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;
- xxxvii. The Premises form part of the premises mortgaged by the Promoter in favour of the Financier and the Promoter has obtained the No-Objection Certificate from the Financier for sale of the Premises (as defined below) herein. The said No-Objection Certificate issued by Financier is annexed hereto and marked Annexure-8;
- xxxviii. Prior to the execution of these presents the Purchaser has paid to the Promoter a sum as more particularly described in Fourth Schedule hereunder written, as and by way of earnest money (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Purchaser shall pay to the Promoter the balance sale consideration in the

xxxix. The Promoter has registered the said Building as the 'real estates under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai under No. P51900026976, and an authenticated copy of the umba Registration Certificate is annexed hereto and marked Annexure-9;

xl. Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

manner hereinafter appearing;

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

#### DEVELOPMENT AND CONSTRUCTION:

1.1 The Promoter is constructing the said Building to be known as "Dosti Mezzo 22" comprising of 3 (three) level basement, ground floor, common 4 (four) level podium (including Stilt), the Clubhouse, Sale Parking Area and 2 (two) wings being (i) Wing A and (ii) Wing B both consisting of Stilt (at 4<sup>th</sup> podium level) and 32 upper floors, to be constructed on the said common podium on the Land, in accordance with the plans, designs, specifications approved/to be approved by the MCGM and also the Proposed Plans, which have all been seen and inspected by the Purchaser, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises and (b) the nature of fixtures, fittings and amenities (as described in this Agreement), in respect of the Premises, except any alteration or addition required by any Government authorities or due to change in law.

1.2 The consent referred in the aforesaid proviso shall not be withheld unless the carpet area, location and/or orientation of the Premises are adversely affected.

The Promoter is developing the Land under regulation 33 (18) of the Development Centrol and Promotion Regulations for Greater Mumbai, 2034. The Promoter shall construct the 3 (three) level basement and part ground floor in the said Building as a Public Parking Lot, that shall be handed-over and conveyed to the MCGM, free of cost (hereinafter referred to as "the PPL Area"). The Purchaser is aware that PPL Area shall have a separate entrance and exit from the rest of the said Building. The Purchaser agrees, confirms and covenants that the Purchaser shall not, nor shall the Purchaser be entitled to, raise any objection and/or claim any right in the PPL Area nor hinder, obstruct and/or create nuisance for usage of the PPL Area. It is expressly agreed and understood by the Purchaser that the Purchaser's rights (subject to payment of all amounts due and payable to the Promoter under these presents) are limited to the extent of the Premises (as defined below) and not otherwise.

1.4 The Purchaser hereby agrees and confirms that the Promoter, the MCGM and/or its assigns shall be entitled to use and enjoy the PPL Area along with the amenities and facilities provided therein in its absolute discretion

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and the Purchaser further agrees that the Promoter, the MCGM and/or its assigns shall be entitled to undertake or permit undertaking of any additions/alterations within the PPL Area as they may deem fit and proper.

- 1.5 The Purchaser hereby agrees that the Promoter shall be entitled to handover and convey the PPL Area along with the amenities and facilities therein to the MCGM and/or such other person or persons, any third party or legal entity as the MCGM may direct for the operation, management and maintenance thereof on such terms and conditions as may be decided by the Promoter and/or the MCGM.
- 1.6 The Purchaser is aware that the MCGM and/or its assigns shall be entitled to dispose of the PPL Area along with the amenities and facilities therein unto and in favour of any person or persons, any third party or legal entity on such terms and conditions as may be decided by the MCGM and/or its assigns without any reference to the purchasers of premises in the said Building (including the Purchaser) and/or the Society and/or the Apex Body and the Purchaser shall not, nor shall the Purchaser be entitled to raise any objection in connection with the same.
- 1.7 The Purchaser is aware that the Promoter shall handover and convey the PPL Area along with the amenities therein to the MCGM free of cost and that the MCGM and/or its assigns shall not be liable and/or otherwise required to become a member of the Society (as defined below) and shall not be required to pay property tax and/or any other taxes, rates, duties, cess or charges including maintenance charges, sinking fund charges, repair fund charges etc. in respect of the PPL Area and/or any amenities JOINT SUB-RE provided pursuant thereto to the Society and/or otherwise.
- dela The Promoter has informed the Purchaser and the Purchaser hereb 1.8 confirms that the Purchaser is aware that as per the present Developmen Control Regulations and the Development Plan, in the Project the Promoter is utilizing FSI of 31098 square metres (out of which FSI 23018 square metres is sanctioned and FSI of 8080 square metres proposed but not sanctioned) comprising (i) Base FSI (ii) FSI on account of the PPL Scheme (iii) Amenity Plot DRC/TDR (iv) Fungible FSI and (v) Premium FSI according to which the Project/Building is to consist of
  - the PPL Area consisting of 3 (three) level basement and part (i) ground floor;
  - part ground floor and common 4 (four) level podium; (ii)
  - Clubhouse on the 4<sup>th</sup> Podium level; (iii)
  - (iv) Sale Parking Area comprising of 5 (five) level basement, floor and 4 (four) level podium;

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"Wing A" (i.e. Wing A as per sanctioned plan) consisting (v)

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- 4th podium level) and 32 upper floors (out of which 21 upper floors are sanctioned at present); and
- (vi) "Wing B" (i.e. Wing B as per sanctioned plan) consisting of Stilt (at 4th podium level) and 32 upper floors (out of which 22 floors are sanctioned at present).
- 1.9 The Promoter has informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that upon sanction of the proposed FSI of 8080 square meters by all the concerned authorities, the Promoter shall be entitled to construct 11 (eleven) additional floors i.e. 22<sup>nd</sup> to 32<sup>nd</sup> Floors, on the said Wing A and 10 (ten) additional floors i.e.  $23^{rd}$  to  $32^{nd}$ Floors, on the said Wing B, as per the Plans thereof which have been seen and approved by the Purchaser, with such changes as are necessary for obtaining approval of the sanctioning authorities (hereinafter referred to as "the Proposed Plans") and the Purchaser shall not have any objection to the aforesaid and the Purchaser does hereby grant consent to the Promoter to carry out all the necessary acts, deeds, matters and things. A copy of the Proposed Plans is annexed hereto and marked Annexure-10 (Colly).

#### 2. TRANSACTION:

2.1 The Purchaser agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser, on 'ownership basis', the residential premises being a Flat in the said Wing (and more particularly described in the Fourth Schedule hereunder written and shown on the floor plan thereof hereto annexed and marked Annexure-6 and hereinafter referred to as "the Premises") for the Consideration, being the price more particularly mentioned in the Fourth Schedule hereunder written, including Rs. Nil for the proportionate price of the common areas and facilities in respect of the said Building. The Purchaser agrees to purchase and the Promoter agrees to sell to the Purchaser, car-parking space(s) for parking of car/s as more particularly described in the Fourth Schedule hereunder written and shown on the plan thereof hereto annexed and marked Annexure-6 and hereinafter referred to as "the Car-parking Space(s)", for the purchase price more particularly specified in the Fourth Schedule hereunder written (and forming part of the Consideration) to be held by and for the enjoyment of the Purchaser as appurtenant and incidental to the ownership of the Premises. The Purchaser shall use the Car-parking Spaces, subject to the rules and

The Promoter has agreed to sell to the Purchaser the Premises on the basis of carpet area only and the Consideration agreed to be paid by the Purchaser to the Promoter is agreed on the basis of the carbet area of the Premises.

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regulations of the Society (as defined below)

- 2.3 The expression "carpet area" means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises. The carpet area of the Premises is measured on a bare shell basis, and is inclusive of the area of the columns in the Premises. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas.
- 2.4 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Wing 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 Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Purchaser within 30 (thirty) days with interest as provided under the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Purchaser shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in Fourth Schedule, and in any event before taking possession of the Premises. All these monetary adjustments shall be made at the same rate per square metre as set out in the Fourth Schedule hereunder written.
- 2.5 The Consideration has been arrived at/calculated on the basis of the Purchaser having agreed to pay the Consideration in the manner set out in the **Fourth Schedule** hereunder written and having agreed to comply with the terms and conditions mentioned herein.

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mentioned in the Fourth Schedule hereunder written in the manner set but in the Fourth Schedule hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Purchaser shall also pay to the Promoter, the other charges (more particularly MUMBentioned in the Fourth Schedule hereunder written and hereinafter referred to as "the Other Charges").

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- 3.2 The Consideration excludes taxes by whatever name called (including without limitation, taxes paid or payable by the Promoter by way of Goods and Services Tax (hereinafter referred to as "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) and/or all other direct/indirect taxes currently applicable or which may become applicable on the transaction as contemplated herein (and all increases therein from time to time), which shall be borne and paid by the Purchaser in addition to the Consideration in manner specified in clause 3.8 below.
- 3.3 The Consideration is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to any Sanctioning Authorities (as defined below), any competent authority and/or any other increase in charges which may be levied or imposed by any Sanctioning Authorities, competent authority and/or local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, costs or levies imposed by any Sanctioning Authorities or any competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 3.4 Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of the Consideration, GST and all other amounts and taxes as may be applicable and/or performance of the obligations by the Purchaser, is the essence of this Agreement.
- 3.5 The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in the Purchaser's name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust the Purchaser's payments in any manner.

The amounts payable by the Purchaser to the Promoter including the payments of installments more particularly mentioned in the Fourth Schedule hereunder written shall be made by the Purchaser within 7 (seven) days of notice in writing by the Promoter. An intimation from the Promoter to the Purchaser that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed, as the case may be. However, it is agreed that failure to receive notice from the Promoter, requiring such payment shall not be a plea or excuse for non-

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payment of any amount or amounts on the due dates thereof.

- 3.7 If the Purchaser fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable within 7 (seven) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and remedies, receive and recover from the Purchaser and the Purchaser shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date of the demand notice issued by the Promoter. In addition to the Purchaser's liability to pay interest as mentioned hereinabove the Purchaser shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Purchaser any amount or dues whatsoever payable by the Purchaser under this Agreement and the Purchaser hereby indemnifies the Promoter regarding such expenses. In case of delay/default in making payment of the GST and all other direct/indirect taxes and/or amounts more specifically mentioned herein and/or otherwise as demanded/payable, the Promoter shall be entitled to, without prejudice to any other rights or remedies available with the Promoter, adjust such amounts due and payable by the Purchaser along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from the Purchaser.
- 3.8 GST and any other taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time as may be applicable shall be paid by the Purchaser to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.

The Purchaser agrees to deduct tax at source at applicable rate on the

Consideration as per the Income Tax Act, 1961 (if applicable) (hereinafter referred to as "TDS") and pay the same within the prescribed period into the requisite Government Income Tax account and further the Purchaser agrees and undertakes to furnish to the Promoter a tax deduction SUB-R5G Sertificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Purchaser fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Purchaser shall be solely dable and responsible for any and all consequences in respect thereof with no liability to the Promoter.

MONDALL is expressly agreed that any deduction of an amount made by the 30 Purchaser on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to

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time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon the Purchaser submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on the Income Tax Department website for this purpose.

3.11 The Purchaser hereby accords/grants his irrevocable consent to the Promoter to securitize, the Consideration and/or part thereof and/or the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Purchaser the Consideration or part thereof hereunder. The Purchaser agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such Consideration or part thereof duly made in accordance with the terms hereof, by the Purchaser to the bank/financial institutions, shall be a valid payment of the Consideration or part thereof and discharge of the Purchaser's obligations hereunder, with regard to such payment.

### 4. OBLIGATIONS OF THE PROMOTER

4.1 The Promoter hereby agrees 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 Premises to the Purchaser, obtain from the concerned local authority Occupation Certificate *inter alia* in respect of the Premises.

Purchaser. The Promoter shall, subject to the provisions of this Asreement, abide by the time schedule for completing the project and franding over the Premises to the Purchaser and the common areas to the Society (as defined below) after receiving the Occupation Certificate in Perpect of the said Wing. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and also duly comply with all the other obligations under the Agreement.

The Promoter has commenced the construction of the said building on the Land in accordance with the plans, designs, specifications that are approved by the MCGM and may make only such variations and modifications as the Promoter may consider necessary and/or as may be required by the MCGM and/or any other concerned authorities (hereinafter referred to as "the Sanctioning Authorities") to be made by them.

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4.4 The Promoter will provide the fixtures, fittings and amenities in the said Building and the Premises as set out in **Annexure-11** annexed hereto. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand or their near substitutes.

## 5. DEFAULT AND THE CONSEQUENCES:

- 5.1 If the Promoter fails to abide by the time schedule for completing the said Wing and handing over the Premises to the Purchaser, then subject to the provisions of clause 7.2 below, the Promoter agrees to pay to the Purchaser, if the Purchaser intends not to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Purchaser, for every month of delay, till the date of offering possession of the Premises to the Purchaser.
- 5.2 The Purchaser shall pay to the Promoter, interest as specified in the RERA Rules, on any and all delayed payments which are due and/or payable by the Purchaser to the Promoter under and/or pursuant to the terms of this Agreement from the date the said amount is due and/or payable by the Purchaser to the Promoter until the date the same is received, in full, by the Promoter.
- 5.3 Without prejudice to the right of the Promoter to charge interest in terms of Clause 5.2 above, on the Purchaser committing default in payment on due date (time being the essence of the contract) of any amount due and/or payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach UB-RS of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement:

Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days prior notice in writing of the BAI intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchase in remedying such breach or breaches within 15 (fifteen) days after the

5.4 Upon termination of this Agreement -

giving of such notice.

(a) The Purchaser shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever against the Promoter

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and/or the Premises (including the Car-parking Space(s)) whether pursuant to this Agreement and/or otherwise howsoever;

- (b) The Promoter shall be entitled to deal with and/or dispose of the Premises (including the Car-parking Space(s)) to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Purchaser;
- (c) The Promoter shall be entitled to retain an amount equivalent to 25% of the Consideration, towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Purchaser agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed preestimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty;
- (d) After the appropriation of the amounts mentioned in Clause 5.4 (c) as above, the Promoter shall refund the balance Consideration paid by the Purchaser to the Promoter, without interest only after deducting and/or adjusting from the balance amounts (i) brokerage fees, (ii) interest on delayed payments, (iii) all other taxes including GST and/or any other amount due and payable by the Purchaser and/or paid by the Promoter on Purchaser's behalf/account in respect of the Premises, (iv) in case if the Purchaser has opted for any subvention scheme, the total amount of pre-EMI interest paid or payable by the Promoter to the Purchaser's Lender (as defined below), within a period of 30 (thirty) days of the termination as above subject to sub-clause (e)

In case the Promoter receives a credit refund of GST or any similar levy paid by the Purchaser to the Promoter on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

other lender (hereinafter referred to as "the Purchaser's Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the consent and approval of the Promoter, and strictly subject to the rights of the Promoter hereunder (including without limitation, the power of termination). In such event, on (a) the Purchaser committing a breach of this Agreement (including without limitation, default in payment of any

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installment of the Consideration and/or other sum payable hereunder) and (b) the Promoter exercising its right to terminate this Agreement, (and/or any rights appurtenant to the Premises), the Purchaser shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter and the rights of the Purchaser's Lender shall ipso facto come to an end, and the Purchaser's Lender shall have no recourse against the Promoter and/or the Premises and/or the said Car Parking Space(s), whatsoever under any circumstances, and the Promoter shall be entitled to freely deal with the same and every part thereof freed from any and all claims whatsoever of the Purchaser's Lender. The Purchaser shall, at the Purchaser's own cost and expense, obtain the necessary writing/deed (in form acceptable to the Promoter) duly executed (and if required, registered in the Office of the Sub-Registrar of Assurances) by the Purchaser's Lender inter alia confirming that the Purchaser has duly cleared the mortgage debt, and that the Purchaser's Lender has no claim whatsoever in the Premises (including the Car-parking Spaces). On receipt of such writing/deed from the Purchaser's Lender, the Purchaser shall be (subject to what is stated above in clause 5.4 (d)) entitled to the refund of the amount so paid by the Purchaser to the Promoter towards the Premises in accordance with what is stated in clause 5.3. Notwithstanding the above, the Purchaser's obligation to make the payment of the installments of the Consideration and the Other Charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

5.6 Till the time the entire Consideration and the other amounts due and payable by the Purchaser to the Promoter is received in full by Lender shall Promoter, the rights of the Purchaser's subject/subservient to the rights of the Promoter.

RIGHTS AND ENTITLEMENTS OF THE PROMOTER: 6.

It is expressly agreed that the rights of the Purchaser under this SUB-R5 GAgreement are only restricted to the Premises. All other premises in the said Building shall be the sole property of the Promoter and the Promoter, shall be entitled to sell the same without any reference or consent or concurrence from the Purchaser in any manner whatsoever.

Fromoter shall be entitled to make variations, alterations, The MUMBA) amendments or deletions to or in the scheme of development of the Land or any part(s) thereof and layout plans and/or building plans (including the Proposed Plans and/or Further Proposed Plans) and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and all or any other areas, amenities and facilities as the Promoter may

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deem fit and/or to the sanctioned plans from time to time.

- 6.3 If the FSI, by whatever name or form is increased in respect of the Land (i.e. more than what is envisaged at present), then the Promoter shall be entitled to consume the same on the Land or any part thereof and construct additional floors, wing/s, building/s as per revised building plans and deal with the same in the manner the Promoter deems fit and proper and the Purchaser expressly consents to the same.
- The Promoter shall be entitled to execute and implement the development of the Land by utilization of all TDR/FSI (including fungible FSI, free FSI, premium FSI and/or other development potential by any other name called) that may be available in respect of the Land and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or otherwise or any floating rights which is or may be available in respect of the Land and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable laws.
- As part of the development of the Land the requisite approvals and sanctions have been applied for and/or are in the process of being obtained and/or have been obtained by the Promoter from the Sanctioning Authorities. The requisite approvals and sanctions for the development of the Land may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the Land and/or as the Promoter deems fit and/or as may be required by any competent authority and the Purchaser hereby grants irrevocable consent to the Promoter to carry out the necessary acts, deeds, matters and things.

Purchaser hereby grants his irrevocable authority and consent to the Premoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the said Building constructed on the Land and to bermit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

It is hereby expressly agreed that the Promoter shall always be entitled to sell the premises in the said Building for the purpose of using the same for residential use and/or as may be permitted by the Sanctioning Authorities and the purchasers/occupants thereof shall use such premises purchased/occupied by them accordingly.

6.8 The Promoter will be entitled to use the terrace/s including the parapet

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wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available on the Land to which the Purchaser shall not have right to object, and it is expressly agreed that the Promoter shall be entitled to put signage to reflect the name of "Dosti" and/or its logos (as desired by the Promoter) on the said Building (including the said Wing), the Land and/or any part thereof including on the terrace and such signage may be illuminated or comprising neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Building as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim any abatement in the price of the Premises agreed to be acquired by the Purchaser and/or claim any compensation or damage on the ground of inconvenience or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the said Building (including the said Wing) and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

6.9 If at any time before or during the currency of the development of the Land, any part of the Land is taken over by or handed over by the Promoter to any Government Authorities or any regulatory authorities on account of the same forming part of any DP Road, set back area and/or for any other purpose, to any institution or body whether the Central or State Government or any local corporation or any authority making claim over it, and the Promoter has to hand over that area, then in that case the Purchaser shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wing or grant of any incentive FSI, the Purchaser shall not have any claim on the same. Similarly, if in case the Promoter is instructed to develop any kind of road, approach road, access area, any mallah or sewerage area and the Promoter develops the same whether or not the same forms part of the Land and in that case if on account of such

development of road, approach road, service road, access area, any nallah or sewerage area, the MCGM or any other Authority rewards any benefit whether monetary or otherwise, the Purchaser agrees that the Purchaser shall not have any sort of claim on the same and the same MUMBAlshall belong solely to the Promoter.

The Purchaser agrees and gives his irrevocable consent to the Promoter 6.10 for carrying out the amendments, alterations, modifications and/or variations to the scheme of development in respect of the Land and/o the building plans and further plans (whether envisaged at present or

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not), including but not limited to the Promoter's right to construct one or more wings/residential/commercial buildings on the Land. The Purchaser irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid and/or to the further building plans, if any, in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). It is hereby clarified that in the event, reservations, if any, are notified and/or are removed or their location is changed by getting them shifted, then the Promoter shall be entitled to develop the area previously demarcated as such and for this purpose will be entitled to amend or vary the scheme of development in respect of the Land and the Purchaser shall not object to the same.

6.11 In the event of the Society (as defined below) being formed and registered before the sale and disposal by the Promoter of all the premises in the said Wing, the power and authority of the Society so formed or that of the Purchaser and the purchasers of other premises in the said Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted carparking spaces and the disposal / allocation thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In such case the Promoter shall at its option (without any obligation) join the Society as a member in respect of such unsold premises, and as and when such premises are sold, the Society shall admit such purchaser as the member without charging any premium or extra payment or any other charges of any form, including any nonoccupancy charges. It is clarified that the No-objection Certificate and/or SUB-REGISTRE consent of the Society shall not be necessary for the sale and/or other transfer of any such premises by the Promoter.

Till the entire development of the Land is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided on the Land and the Purchaser shall have no right or interest in the enjoyment and control of the Promoter in this regard.

The Promoter shall be at liberty to sell, assign, transfer and mortgage the receivables and/or the unsold premises in the said Building, including to raise finance/loan from any financial institution/bank and to create

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mortgage, charge, securitization of receivables, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises. The Promoter shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof.

- 6.14 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc. payable to any Sanctioning Authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Purchaser to the Promoter in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Further the Promoter is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, or any other charges deposited with the municipal authorities and/or any other authorities for which the Purchaser has consented.
- The Promoter shall have the right to designate any space in the Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation telephone (landline/mobile), cable, internet, gas, electricity, water supply and other utility services) to be availed by the occupants of the said Building that is being developed on the Land. The Promoter shall also be entitled to provide such space to such utility provider either on leave and license or lease basis for various purposes including that of installing power sub-stations/transformers with a view to service the electricity requirement on the Land and/or in the said Building constructed thereon or laying cables or piped gas lines, water lines and the Purchaser irrevocably consents to the same.

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6.16 The Promoter shall at its discretion be entitled to nominate any property management agency (hereinafter referred to as "the property management agency") to manage the operation and maintenance inter alia of the said Building, and the infrastructure on the Land and common amenities and facilities. The Promoter shall have the authority and discretion to negotiate with such property 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 property management agency shall be borne and paid by the purchasers of premises in the said Building including the Purchaser on a pro-rata basis as part of the development and common

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infrastructure charges referred to herein.

- 6.17 The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the property management agency, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities on the Land (including the said Building constructed thereon).
- The Purchaser agrees to abide by any and all terms, conditions, rules 6.18 and/or regulations that may be imposed by the Promoter, including without limitation, payment of the Purchaser's share of the maintenance and service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Building.
- 6.19 The Promoter shall be entitled to construct site offices/sales lounge on the Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Building is transferred to the Society and shall continue until the entire Land is fully and completely developed, and all the premises in the Building that may be constructed thereon have been sold and the proceeds thereof and all other amounts in respect thereof have been duly received by the Promoter.
- 6.20 The Purchaser and/or the Society (as defined below) shall not have any objection to any and all of the aforesaid and the Purchaser hereby grants his irrevocable and unequivocal consent to the Promoter to carry out the necessary acts, deeds, matters and things in relation to any of the above.
- 6.21 All the consents referred in this clause 6 shall be considered as the Purchaser's unconditional and unequivocal consent under section 7(1)(ii) and 7A of the Maharashtra Ownership Flats Act (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Act, 1963 and the Rules thereunder and the consents under the provisions of RERA and the Rules made thereunder.

POSSESSION: 14 7.

The possession of the Premises shall be offered to the Purchaser after the Premises is ready for use and occupation provided all the amounts payable by the Purchaser under this Agreement including but not limited to the Consideration, Other Charges and all other amounts, taxes, etc. in respect of the Premises are duly paid by the Purchaser.

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- The Promoter shall give possession of the Premises to the Purchaser, by 30/06/2026 (hereinafter referred to as "the Date of Hand Over"). If the Promoter fails to offer possession of the Premises to the Purchaser on the Date of Hand Over (subject to force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case, in the event the Purchaser intends to withdraw from the project, the Purchaser shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amount/s excluding taxes, if any, that may have been received by the Promoter from the Purchaser as installments in part payment in respect of the Premises along with the interest as per the RERA Rules, from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. On the Promoter tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.
- 7.3 Provided that the Promoter shall be entitled to an extension in the Date of Hand Over, if the same is delayed on account of:

(a) war, civil commotion, epidemic, pandemic or other authorealGIST (including without limitation, any general, local and/or/site-specific lockdown measures/restrictions), force majeure and/druther act God;

(b) any notice, order, rule, notification, policy of the Government and other public, or competent authority/court and/or any litigation;

(c) non-availability of labour, steel, cement, other building material, waterway or electric supply;

(d) Any delay in grant of any permissions/ approvals including Occupation Certificate by any of the authorities, any orders passed by courts affecting the development of said Project including said Wing, and/or THE PARTY

(e) any other cause beyond the control of the Promoter

Upon the occurrence of any of the force majeure events as mentioned above, the Date of Hand Over shall stand extended to the extent of delay occasioned thereby and/or attributable thereto.

7.4 The Purchaser agrees that the return of the payment mentioned in clause 7.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages,

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costs, expenses or liability whatsoever.

- 7.5 The Promoter, upon obtaining the occupation certificate from the Sanctioning Authorities and the payment made by the Purchaser as per this Agreement shall offer in writing the possession of the Premises, to the Purchaser in terms of this Agreement to be taken within 7 (seven) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Purchaser. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupation certificate/part-occupation certificate of the said Wing or any part thereof, as the case may be.
- 7.6 The Purchaser shall take possession of the Premises within 7 (seven) days of the written notice from the Promoter to the Purchaser intimating that the Premises is ready for use and occupation.
- 7.7 Upon receiving a written intimation from the Promoter as per clause 7.5, the Purchaser shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchaser. In case the Purchaser fails and/or neglects to take possession within the time provided in clause 7.6, the Purchaser shall bear and pay all outgoings and maintenance charges as applicable.

7.8 If within a period of 5 (five) years from the date of handing over the to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Premises or the said Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the REGISTRASER shall be entitled to receive from the Promoter, compensation reas provided under the RERA. It is hereby clarified and the Purchaser hereby agrees and confirms that the liability and obligation of the promoter shall be limited to rectifying/removing/repairing the structural defect on/account of deficiency in workmanship, quality or provision of service as the case may be, and the Promoter shall not be liable for and/or compensate the Purchaser for any incidental loss or damage that may be suffered and/or incurred by the Purchaser for and/or in connection with the rectification/repair work carried out by the Promoter as aforesaid. Without prejudice to the generality of the foregoing, the Promoter shall not be required to rectify/repair any painting/finishing work in the Premises and/or rectify/replace/repair damage to any furniture, fixtures, fittings and/or other property that may be damaged/destroyed in connection with the

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rectification/repair work carried out by the Promoter as aforesaid and/or prior to the carrying out of such rectification/repair work.

- 7.9 The Promoter shall however not be responsible or liable to comply with its obligations stated in clause 7.8, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Purchaser or the Society or any other occupant of the said Building (including, but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc.), or due to normal wear and tear.
- 7.10 It is expressly clarified by the Promoter and agreed by the Purchaser that if the Purchaser desires any modification/s in the specification/s and/or provision of certain amenities not meant to be provided to the Purchaser and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the Date of Hand-over shall stand extended by the time required for such modification.

### 8. FORMATION OF SOCIETY:

- 8.1 The Promoter shall form a co-operative society in respect of the said Building comprising of Wing A and Wing B under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA (hereinafter referred to as "the Society").
- Building shall join in the formation and registration of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Society including bye-laws of the Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the Society and objection shall be taken by the Purchaser if any changes or madifications are made in the draft bye-laws as may be required by the Registrar of
- Promoter. All the development potential of the Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter till the execution of the transfer document of the Land in favour of the Society in manner contemplated hereunder.

operative Societies or any other competent authority.

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- 8.4 (a) The Society will maintain, repair and/or replace the common infrastructural facilities/utility services like clubhouse, lighting, drainage, watchman cabin/s, storm water drains, surface water drains, etc., which may ultimately serve the said Building. The Promoter shall execute the Deed of Conveyance, inter alia, of the Land in favour of the Society.
  - The aforesaid Society shall function under the guidelines as may (b) be framed by the Promoter.

#### 9. COMMON AREAS AND RESTRICTED AREAS:

- 9.1 It is expressly agreed that the Purchaser shall be entitled to use the common areas and facilities in respect of the said Building and the Land and the usage of the same shall be in common with the purchasers of the other premises in the said Building and the nature, extent and description of such common areas and facilities is set out in the Fifth Schedule hereunder written. It is hereby agreed that the Promoter has the exclusive right of allotment of different areas within the Land and the said Building to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Fifth Schedule written hereunder under the heading Common Areas and Facilities only shall be common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the Sixth Schedule hereunder written and alienate and dispose of the same in such manner as the Promoter thinks fit and proper.
- The infrastructural facilities/requirements/ conveniences, utility services, 9.2 etc. proposed to be housed/provided at the said Wing and such utilities/services, if extended to serve/be utilised by the other wing in the said Land, as the Promoter may deem fit, shall be utilized by the said Wing in common or partially with the other wing in the Land as the Promoter may deem fit. Similarly, the infrastructural facilities/requirements/ conveniences, utility services, etc. that may be housed/provided in the portions on which other wing would serve/be utilised by the other wing in common or partially with the said Wing as may be decided by the Promoter. The Purchaser shall be entitled to use such infrastructural facilities/ requirements/ conveniences, utility services, etc. which will serve/ be utilised in common by both the wings (as the Promoter may decide) and the Purchaser agrees to contribute to/reimburse to/deposit with the Promoter, the Purchaser's proportionate share, as may be determined by the Promoter towards the costs for repair, maintenance and replacement of the same.

3 2980 The Promoter reserves to itself the unfettered right to the full, free and 9.3 complete right of way and means of access over, along and under the access roads on the Land, at all times, by day and night, for all purposes,

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with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Land) and/or to shift/vary/re-align/modify the same to another portion of the Land, as may be required by the Promoter.

### 10. COVENANTS BY THE PURCHASER:

- 10.1 The Purchaser shall use the Premises and every part thereof and permit the same to be used only for the purpose of residence and shall use the Car-parking Space(s) for the purpose of parking the Purchaser's own vehicle.
- 10.2 The Purchaser agrees not to change the user of the Premises without prior consent in writing of the Promoter, any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.
- 10.3 The Purchaser agrees and undertakes not to misuse the Car-parking Space(s), the meter room, the refuge area, the elevation features.
- 10.4 The Purchaser with the intent to bind all persons in whose hands the Premises may from time to time come, doth hereby covenant with the Promoter as follows -
  - (a) to maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Premises is taken and shall not do or suffer to be done anything in or to the said Wing and/or the said Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of the concerned local authority or change/alter or make addition in or to the said Wing and/or the said Building or the Premises or part thereof;
  - (b) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Wing and/or the said Building or any part thereof in any manner whatseever;

store in the Premises any goods which are of hazardous,

damage the construction of the said Wing and/or the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or cause 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 said Wing and/or the said Building including the entrance

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thereof. In case any damage is caused to the Premises and/or the said Wing and/or the said Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach (including without limitation, to bear and pay the cost and expense repair/restoration work of the damage);

- (d) to carry at the Purchaser's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not to do or suffer to be done anything in the Premises and/or the said Building which is in contravention of rules, regulations or bye-laws of the concerned local/public authority or which hampers the overall well-being of the members of the Society formed in respect of the said Building and/or adversely affects the Land and/or the said Building. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser alone shall be liable for the consequences thereof;
- (e) not to demolish or cause to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation of the said Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good repair and condition so as to support, shelter and protect other parts of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises or the common areas;
- (f) not to shift or alter the position of either the kitchen or the toilets in the Premises which would affect the drainage system of the Premises and/or any part thereof in any manner whatsoever or do, or omit to do, any act which would cause leakage, seepage in the Premises or the flats below or adjacent to the Premises;
- not to do or permit to be done any act which may render void or (g) voidable any insurance of the Land or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

not to carry out any civil work or repairs, wherein the area or any internal wall is disturbed and/or altered and not to carry any extension of any sort including loft carrying of chhara work, renovations whereby the space used to be used inside or outside

the Premises gets extended;

not to carry-out any changes or modifications in the Premises, especially grinding, cutting, chiseling, impaling, smashing, aking or removing of any wall or member, as the said Wing/Building is being constructed by using Aluminum Formwork

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technology under which all members, walls and floor slabs are cast in RCC in one continuous pour resulting in monolithic structure. Any change or modification to the same is strictly not permissible as it may result in weakening of joints, heavy leakage, endangering the structural stability of the said Wing/Building. The Purchaser shall indemnify and keep harmless at all the times the Promoter and all other occupants of the said Building, of from and against any loss, cost, expenses or damages suffered or sustained by them on account of the breach committed by the Purchaser of this covenant;

- agrees and confirms that all the deposits whether refundable or (j) otherwise or any other amount by whatever name called, pertaining to the common amenities and facilities of the project shall be reimbursed to the Promoter by all the purchasers proportionately upon taking over the possession;
- (k) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Land and/or the said Building;
- not to hang clothes, garments or any other item or things from the (1) balcony, windows or terrace or any other place appurtenant to the said Wing;
- not to encroach upon or make use of any portion of the said (m) Building not agreed to be acquired by the Purchaser;
- (n) not to enclose flower beds, balconies or any other elevation feature or change the external elevation or colour scheme of the said Building nor of the common areas including lobby and the areas outside the main door of the concerned premises;
- pay to the Promoter within 7 (seven) days of demand by the (0) Promoter, the Purchaser's share of security deposit demanded the concerned local authority or government for giving electricity or any other service connection to the said wing said Building;
- to bear and pay increase in local taxes, development or (p) betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MUMBA MCGM and/or government and/or other public authority;
- (q) to bear and pay all works contract tax, swachh bharat cess, krishi kalyan cess, GST and any other cess, charges, dues etc. and such other levies, if any, which may be imposed with respect to the construction on the Land and/or any activity whatsoever related to the Premises and/or in respect of the transaction contemplated under this Agreement, by the MCGM and/or State/Central/ Government and/or public authority from time to time; 503

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- (r) not to let, sub-let, sell, transfer, assign or create any third party rights or part with the Purchaser's interest and/or the benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained its prior consent in writing in that behalf;
- (s) The Purchaser shall observe and perform all the rules and regulations and bye-laws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Wing and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement;
- (t) till the management of the said Wing and the said Building is handed over to the Society, to allow the Promoter, its surveyors and agents at all reasonable times to enter into or upon the Land to view and examine the state and condition thereof;
  - the Purchaser shall not do or suffer to be done anything on the Land or the said Building which would be forbidden or prohibited by the rules of the concerned government authorities. In the event the Purchaser commits any acts or omissions in contravention to Rethe above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities, in addition to any penal action taken by the Promoter in that behalf; not to phange the layout of the Premises;

not to change the shape and/or size of the windows;

shall not keep flower pots outside the Premises, including along the window sills; and

(y) not to change the grills, if any, that are provided by the Promoter in the Premises, and in particular not to fix box-grills under any circumstances.

These covenants shall be binding and operative even after the formation of the Society.

For proper implementation and compliance of all the above conditions, in case the Promoter requires, the Purchaser agrees to sign, execute and deliver relevant declaration cum indemnity duly registered and/or any

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other lawful assurances as may be asked by the Promoter and deliver it to the Promoter before asking for possession of the Premises from the Promoter.

- The Purchaser shall not have, and shall not claim, any right, title and/or 10.5 interest whatsoever and howsoever arising in respect of the PPL Area (or any part thereof) and the Promoter shall be entitled to handover the PPL Area to the MCGM and extract/avail all benefits, entitlement etc. thereto without any reference to and/or objection by, the Purchaser.
- The Purchaser is aware and hereby confirms that the Promoter is 10.6 retaining full rights for the purpose of providing separate ingress or egress for the PPL Area in the manner it may deemed fit and the Purchaser unequivocally consents/agrees not to raise any objection or dispute regards the same now or at any time in the future.
- The Purchaser agrees to grant to the Promoter, all the facilities, 10.7 assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Purchaser, so as to enable the Promoter to complete the scheme of development of the Land. The Promoter shall be entitled to modify, amend, alter, change the lay-out of the Land by changing the alignment, locations, placement of garden, parking area and other 2986 amenities or facilities.
  - The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Land and the Purchaser confirms that the Purchaser has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by Advocate Kiran Badgujar, and the Purchaser undertakes not to raise any objection and/or requisition on the SUB title of the Promoter to the Land. Without prejudice to, and in addition to as the foregoing, the Purchaser hereby agrees and confirms that prior to the execution of this Agreement, the Purchaser has taken all such steps in investigation of title as the Purchaser has deemed necessary and has fully apprised and satisfied himself regarding the title of the Propoter to the Land as also the Promoter's right to sell the Premises in manner BAL contemplated hereunder and all aspects thereof (including without limitation, as regards the terms and conditions of all development and/or building permissions, and the effect thereof on the Premises and the Purchaser), after seeking all such independent legal and other advice as the Purchaser has deemed necessary, and has unconditionally and unequivocally accepted the title of the Land and the said right of the Promoter, as clear and marketable and free from all reasonable doubts,

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encumbrances and liens, and the Purchaser shall not seek, and hereby unequivocally and irrevocably waives, any and all legal recourse to or against the Promoter in this regard, including without limitation, under Section 18(2) of RERA.

- The Purchaser shall have no claim save and except in respect of the 10.9 Premises. All other areas including terraces, parking spaces, open spaces, etc. will remain the property of the Promoter until the Land is transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.
- 10.10 In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Purchaser shall make payment of the same as and when demanded by the Promoter and there shall be a charge on the Premises and lien automatically earmarked in favour of the Promoter for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter).
- 10.11 The Promoter has informed the Purchaser and the Purchaser is aware and it is expressly agreed that the Purchaser will not claim compensation from any competent authority and/or from the Promoter in respect of inadequate open space, if any, around the said Building.
- 10.12 The Promoter has specifically informed and disclosed to the Purchaser, and the Purchaser hereby agrees and confirms, that the Purchaser shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other matters granted by various authorities with respect to the said Wing and/or the said Building REGISTRAND the Purchaser agrees and confirms to have read, agreed and munderstood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Purchaser himself to the said authorities. The Purchaser hereby agrees to sign, seal execute, register and deliver all kinds and types of Certificate, Affidavit, Declaration, Indemnity, Undertaking, Consents, NOCs, deeds, documents and writings MUNIT favour of Promoter and/or the MCGM and/or the concerned authorities, as may be required by the Promoter and/or under any provisions of law, to enable the Promoter to fully avail the benefit of 50% reduction of premium facility on the said Project. The Purchaser hereby agrees to execute undertaking in favour of the MCGM in respect of the open space deficiency as may be required by the Promoter/concerned authority.

Without prejudice to the generality of the foregoing, the Purchaser hereby agrees and confirms as under:

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- (a) The Promoter has informed the Purchaser that the said Building is being constructed with open space deficiency and regarding the concessions availed for deficiency in open space, deficient parking space etc. and the Purchaser shall not object to any development in the neighbourhood with deficient open space;
- (b) The Society shall preserve and maintain the following documents after the same are handed over by the Promoter to the Society:
  - (i) Ownership documents
  - (ii) Copies of IOD, CC and subsequent amendments,
    Occupation Certificate, Building Completion Certificate (if
    any) and corresponding canvas mounted plans of the said
    Building:
  - (iii) Copies of soil investigation report;
  - (iv) RCC details and canvas mounted structural drawings of the said Building;
  - (v) Structural stability certificate from licensed Structural Engineer;
  - (vi) Structural Audit reports;
  - (vii) All details of repairs carried out in the said Building;
  - (viii) Supervision certificate issued by licensed site supervisor;
  - (ix) Building Completion Certificate issued by licensed surveyor/architect;
  - (x) NOC and completion certificate issued by CFO; and
  - (xi) Fire safety audit carried out as per the requirement of the CFO.
- 10.14 The Society shall preserve and maintain the documents referred includes 10.13(b) above and undertake to carry out necessary repairs structural audit/fire audit at regular intervals and also present periodical structural audit reports and repair history. The Society shall also from time to time check and carry out fire safety audit as per requirement of Chief time MUMBA Officer through authorized agency of the MCGM.
- 10.15 The Purchaser hereby agrees and confirms that the dry and wet waste generated in the said Building shall be segregated, and the wet garbage shall be treated on the Land by the residents/occupants of the said Building.
- 10.16 The Purchaser agrees that in case the Purchaser is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Purchaser shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of

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immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Purchaser while remitting any amounts online on account of currency difference or fluctuation and/or transaction charges levied by the bank/authorized dealer, the Purchaser shall make good the shortfall payment by the due date as any delay beyond the due date shall accrue interest and other consequences as specified herein.

- 10.17 The Promoter has informed the Purchaser, and the Purchaser hereby confirms that the Purchaser is aware and has agreed to purchase the Premises with full knowledge of the following aspects affecting/in respect of the project -
  - (a) Neither the Purchaser nor the Society shall claim any compensation, whether in the form of development potential or otherwise, for DP Roads and access roads, constructed or to be constructed by the Promoter in the Land;
  - (b) The development of the Land is being carried out under the scheme contemplated under the Regulation 33(18) of Development Control and Promotion Regulations for Greater Mumbai, 2034 whereunder the Promoter shall be handing-over and conveying the PPL Area to the MCGM as more particularly hereinabove;
- 10.18 The Purchaser shall not have any right and the Purchaser shall not in any manner sell, transfer, assign, lease, license and/or alienate and/or deal with or otherwise dispose of in any manner whatsoever, the Premises and/or any part thereof and/or the rights and/or benefits under this Agreement to any person without obtaining the Promoter's prior written consent as specifically provided under this Agreement This term is one of the fundamental terms and the essence of this Agreement.
- 10.19 If at any time any additional development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MCGM/Government and/or any other public authority in respect of the Land or in respect of the said Building, the same shall be borne and paid by all the purchasers of premises in the said Building in proportion to the respective area of their respective premises.
- 10.20 The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Purchaser in respect of all amount/s (including interest thereon) which become due and payable by the Purchaser to the Promoter (under the provisions of this Agreement) till such time as the

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said outstanding amounts (including interest thereon) are paid to the Promoter.

#### **OUTGOINGS:** 11.

Within 7 (seven) days after notice in writing is given by the Promoter to the 11.1 Purchaser that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Land and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and the said Building. Until the Society is formed and the the said Building is transferred to the Society and the Land is conveyed in favour of the Society in manner contemplated herein, the Purchaser shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter, from time to time. The Purchaser agrees that till the Purchaser's share is so determined or until otherwise intimated by the Promoter, the Purchaser shall pay to the Promoter provisional monthly contribution of Rs.11,604/-, per month towards the outgoings regularly on the 7th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the said Building and the Land in favour of the Society in manner contemplated herein. On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society.

The Purchaser shall, on demand and/or before taking possession of the 11.2 Premises, pay to the Promoter the property taxes, maintenance and other one-time charges mentioned in the Fourth Schedule hereunder written (hereinafter referred to as "the Other Charges").

The Other Charges to be collected by the Promoter under Clause shall be further increased by applicable rate of GST as per the applicable law or statute for the time being in force and shall be payable as when dated for by the Promoter but in any case before asking for

2900 t is agreed in respect of non-refundable amounts, the Promoter is not liable

to render accounts and shall be entitled to retain and appropriate the same

to its account.

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- 115 The Promoter shall render the account in respect of the amounts mentioned at item nos.2 to 7 of the Fourth Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Purchaser, at the time of handing over the management and charge of the said Building to the Society. In case of short fall the Purchaser agrees to pay to the Promoter, such additional amount towards Other Charges under such other heads as the Promoter may indicate.
- 11.6 It is clarified that the list of Other Charges mentioned in the Fourth Schedule hereunder written is only indicative and not exhaustive and in case of short fall the Purchaser agrees to pay to the Promoter, such additional amount towards Other Charges under such other heads as the Promoter may indicate. It is further clarified that the amount of charges mentioned in the Fourth Schedule is only indicative and the Purchaser agrees to pay to the Promoter, such additional/increased charges as the Promoter may indicate.
- A corpus fund will be set-up for the repair and maintenance of the said Building and the Common Amenities and Facilities (hereinafter referred to as "the Corpus Fund"). The Purchaser hereby covenants with the Promoter that the Purchaser shall pay to the Promoter the amounts more particularly mentioned at item no.1 of Other Charges in the Fourth Schedule hereunder written towards the non-refundable contribution to the Corpus Fund. The Promoter shall be entitled to use the Corpus Fund for payments towards the maintenance and/or up-keep of the said Building and common amenities and facilities until formation of the Society and transferror the Corpus Fund by the Promoter to the Society. In case of short fall the Purchaser agrees to pay to the Promoter, such additional amount towards Other Charges under such other heads as the Promoter may

The Purchaser on or before the Date of Handover or extended Date of Handever, undertakes to deposit with the Promoter an interest free refundable amount, by way of deposit as a security (hereinafter referred to as "the Fit-out Deposit") against any damages that may be caused to the said Wing or common amenities and facilities while entering into the Premises whether with or without his furniture, fixtures, equipment and materials etc. and/or during the implementation of the fit-out/interior works un the Remises. This Fit-out Deposit shall be refunded by the Promoter to the Purchaser upon completion of the fit-out/interior works in the Premises why the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Promoter with respect to the

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said Wing, whichever is later, subject to no damage being caused to any part of the Premises, the said Wing and common amenities and facilities and subject to no building materials, debris etc. lying on the site. The Promoter shall not be responsible for any kind of loss and/or damage and/or theft in respect of the materials of the Purchaser lying in the Premises. The Purchaser also agrees to the following further conditions, in connection with carrying out fit-out/interior works in the Premises;

- (a) The Purchaser shall be permitted/allowed to commence fitout/interior works in the Premises after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement;
- (b) Prior to carrying out the fit-out works in the Premises, the Purchaser shall give to the Promoter in writing, the plans and the details of the nature of fit-out/interior works to be carried out for which the Promoter shall issue written permission;
- The work of fit-out shall be carried out within reasonable and (c) permissible hours, preferably between 9.00 am to 1.00 pm and 3.00 pm to 7.00 pm or at such other hours as may be fixed by the Promoter in this regard from time to time, so that it does not cause disturbance to the other occupants of the premises in the said Wing/said Building;
- (d) The Promoter shall be entitled to inspect all fit-out/interior works carried out by the Purchaser. In the event the Promoter finds that the nature of fit-out/interior works being executed by the Purchaser is harmful to the Premises, or the other flats in the said Building, or to the structure, façade and/or elevation of the said Building, then the Promoter shall be entitled to stop such fitout/interior works forthwith and the Purchaser shall not be entitled to dispute or claim any reimbursement from the Promoter for any loss suffered by the Purchaser for such stoppage of its outlinterior works;

The Purchaser will ensure that the debris from the fit-out/interior works are to be dumped in an area earmarked for the same and will be cleared by the Purchaser, on a daily basis at no cost to the Promoter and no nuisance or annoyance to the other purchasers. Alixest and consequences in this regard will be to the account of Purchaser. In case if the Purchaser fails or neglects to dump

debris from the fit-out/interior works only in the earmarked area and/or remove the said debris as stated above, then the Promoter, may (but not obliged) to do so, entirely at the cost and expense of

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the Purchaser, and the Purchaser shall reimburse the entire cost and expenses thereof incurred by the Promoter forthwith on demand;

- (f) The Purchaser will further ensure that his contractors and workers during execution of the fit-out/interior works do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the flow of waste water, thus resulting in perennial choking and leakage in the Premises or the said Building;
- (g) The Purchaser shall ensure that the contractors and workers do not use or spoil the toilets in the Premises or the said Building and shall use only the toilets earmarked by the Promoter for this purpose;
- (h) All materials brought into the Premises or in the compound of the said Building for carrying out fit-out/interior works will be at the sole cost, safety, security and consequence of the Purchaser and Promoter will not be held responsible for any loss/theft/damage to the same;
- (i) During the course of carrying out fit-out/interior works, if any workman sustains injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Purchaser at his own cost and that the Promoter will not be held responsible for the same. All liabilities and damages arising out of ISTR such injury will be borne and paid by the Purchaser alone;

During the execution of fit-out/interior works, if any of the Purchaser's contractors / workmen / agents / representatives misbehave or if any of them is found to be in a drunken state and/or found spitting tobacco / pan and/or smoking, the said HI \* Montractor/ workmen/agent/representative will be removed forthwith and will not be allowed to re-enter the Premises or the said Building again;

The Purchaser shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance of such works;

The Purchase shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any fit-out/interior works or thereafter;

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- (m) If, any damage, of whatsoever nature (not due to defect in construction as envisaged in clause 7.8 hereinabove), is caused to the exterior of the Premises and/or other units/areas in the said Building or any part thereof by the Purchaser and/or his contractors/workmen/agents/representatives, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Purchaser alone will be responsible for the same and the Purchaser shall indemnify and keep duly indemnified the Promoter in this regard. It being clarified that the Purchaser shall always be solely responsible for any damage within the Premises;
- The Purchaser is aware that the Purchaser shall be required to (n) immediately repair the damage caused by him/his workmen during the implementation of the fit-out/interior work at his cost and expenses. In the event the Purchaser fails to rectify the damage, then in that event, the Purchaser confirms that the Promoter may carry out the rectification works at the Purchaser's costs and expenses and that the Purchaser shall have no objection if the same is deducted/adjusted from the Fit-out Deposit. In the event of any recovery/adjustment/appropriation from the Fit-out Deposit as stated above by the Promoter, the Purchaser shall immediately reimburse the deficit/shortfall in the Fit-out Deposit so as to maintain the amount of the Fit-out Deposit until it is refunded by the Promoter, subject to terms hereof. The Purchaser further agrees and confirms that unpaid amounts in respect thereto shall be deemed to be unpaid amounts by the Purchaser to the Promoter under this Agreement;
- (o) The Purchaser is aware that the lift/s or elevator/s in the said Wing and/or the Land shall not be available either to the Purchaser or to the Purchaser's contractors/workers during the period of implementation of the fit-out/interior works in the Premises.

Promoter for the purpose of fit-outs shall not be met by the

The Purchaser is aware that the toilets in the said Wing/said Mulburating shall not be permitted to be used by the Purchaser's workers/contractors;

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(r) The Purchaser shall ensure that the Premises are not occupied for overnight stay by any person(s) whatsoever.

## 12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 12.1 The Promoter has the requisite rights to carry out development upon the Land;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- 12.3 There are no encumbrances upon the Land or the project except those disclosed in the Title Certificate annexed hereto as Annexure-3, this Agreement and/or the project's Maharera Website;
- 12.4 There are no litigations pending before any Court of law with respect to the Land and/or the project except those disclosed on the project's MahaRERA Website;
- 12.5 All approvals, licenses and permits issued by the competent authorities with respect to the project, are valid and subsisting and have been obtained by following due process of law;
- 12.6 The Promoter has the right to enter into this Agreement;
- 12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement.

### 13. FINAL TRANSFER DOCUMENT:

13.1 The Promoter shall within 3 (three) months of /receipt the full Occupation Certificate in respect of the said Building/Project, transfer to the Society the structure of the said Building (excluding the PPL Area i.e. the 3 (three) level basement) and the Land by executing/causing to be executed the necessary deed of conveyance in favour of the Society and such conveyance shall be in keeping with the terms and provisions of this

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- 13.2 The Deed of Conveyance to be executed in respect of the Land, ground floor (excluding the PPL Area i.e. 3 level basement and part ground floor), the Common 4(four) level Podium and Wing A and Wing B constructed on the Land in favour of the Society shall inter alia contain (i) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest inter alia in the Land and the unsold premises, and (ii) a covenant by the Purchaser to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein.
- 13.3 Advocates of the Promoter shall prepare and/or approve the Deed of Conveyance to be executed in favour of Society. All statutory dues, taxes, premiums, costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the aforesaid deed of conveyance shall be borne and paid by all the purchasers of the various premises in the said Building and/or the Society, as the case may be.
- 13.4 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Land or any part thereof or of the said Building or any part thereof.

#### 14. DEVELOPMENT OF THE LAND:

The Purchaser acknowledges that the development of the Land shall be UB-R 14.1 in accordance with the scheme for development as may be modified from a time to time in phases;

The Purchaser and the Society shall fully co-operate with the principler in 14.2 the matter of implementation of the scheme for development of the Land and the infrastructure and common amenities and facilities of the land MBA without creating any obstruction or interference. The Purchaser has been put to the specific notice that during the course of the development there may be (a) a temporary suspension of common amenities and facilities (b) a temporary suspension of services and utilities (c) hardship and inconvenience to the Purchaser and the Society. The Promoter shall not be liable for any loss or damage or be subjected to any civil or criminal proceedings in this behalf.

14.3 It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Land, the Purchaser and the Society when formed will not commit any

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breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated.

14.4 The said Wing and other wing and development in the project will have provision to facilitate use/benefit of the infrastructural facilities/conveniences by the purchasers of premises in the said Building and development in the project (including ingress/ egress to and from the parking spaces, lift lobbies, entrance lobbies, etc.) as may be finalised by the Promoter, at its sole discretion (considering that the project is being developed as a composite project), in accordance with the applicable rules and regulations.

### 15. STAMP DUTY AND REGISTRATION:

- 15.1 The stamp duty applicable in respect of this Agreement shall be borne and paid by the Promoter, in compliance of the notifications, policies, rules and regulations governing the approval/sanction of the benefit of 50% reduction of premium facility on the said Project. The registration charges towards registration of this Agreement shall also be borne and paid by the Promoter.
- 15.2 All incidental/miscellaneous charges and expenses in respect of this Agreement shall be borne and paid by the Purchaser alone.
- 15.3 The Purchaser shall at his individual cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof.
- Apart from the above the Purchaser shall also pay to the Promoter, the Purchaser's share of stamp duty, registration charges and incidental/miscellaneous expenses payable, if any, by the Society on the deed of conveyance of the Land and the said Building in favour of the

# 16. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his obligations under this Agreement; (c) any injury to any property(ies) or persons(s) or death of person(s); or

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damage to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) the Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

As required under the Notification No.REA.2018/C.R.106/RR-2 dated 6th 17. June 2019, in case the transaction being executed by this Agreement between the Promoter and the Purchaser is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said paid Agent, shall be Real Estate Promoter/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

### METHOD OF CALCULATION OF PROPORTIONATE SHARE 18. WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the premises in the project.

#### ENTIRE AGREEMENT: 19.

This Agreement along with its schedules and annexures constitute the entire agreement between the parties hereto with respect to the subjects UB-R matter hereof and supersedes any and all understandings, and other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the parties in regard to the Premises The Purchaser confirms that there are no representations, watranties, conditions or collateral agreements, express or implied, written or oral whether made by the Promoter, any agent, employee or representative of UMBAL the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for Purchaser's viewing.

#### 20. **RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified written instrument signed by both the parties.

#### SEVERABILITY: 21.

If any of the provisions of this Agreement shall be determined to be void or unenforceable under the RERA 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 reasonably

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inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA 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.

#### 22. **FURTHER ASSURANCES:**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

#### NOTICES: 23.

That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D. and notified Email ID at their respective addresses specified below:

### M/s. Maitri Associates

Lawrence & Mayo House, 1st Floor, 276, Dr. D.N. Road, Fort, Mumbai 400001.

Notified Email ID: dostimezzo22@dostirealty.com

Name/s of Purchaser: PRASHANT MISURKAR

Address: FLAT NO.201, WING C, NISARG CHS, NEAR BMC SCHOOL, PRATIKSHA NAGAR, SION EAST, MUMBAI - 400 022.

Notified Email ID: pmisurkar77@gmail.com

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

#### 24. JOINT PURCHASERS:

If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several and all communications shall be sent by the Promoter to the Purchaser whose hame appears first and at the address given by him her which for all intents and purposes is to be considered as properly served on all the purchasers.

NO WAIVER:

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

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### 26. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the concerned authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

### GOVERNING LAW

- 27.1 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 Courts shall have jurisdiction for this Agreement.
- 27.2 The Permanent Account Number of the parties is more particularly mentioned in the **Fourth Schedule** hereunder written.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

## THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the Larger Land)

All that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 5,836.16 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022, in the Registration District and Sub-District of Mumbai City and bounded as follows: -

On or towards the East : Harbour Raiway's Plot Boundary;

On or towards the West : C.S.No.404/6 of Sion Division;

On or towards the North : C.S.401/6, 20/6 of Sion Division;

On or towards the South : C.S.No.368/6 of Sion Division,

18.3 M Wide DP Road.

## THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Land)

All that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 5544.35 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022, being a part or portion of the Larger Land mentioned in the

First Schedule hereinabove, in the Registration District and Sub-District of Mumbal B-R5

City and bounded as follows: -

On or towards the East : Harbour Raiway's Plot Boundary;

On or towards the West : C.S.No.404/6 of Sion Division;

On or towards the North : C.S.401/6, 20/6 of Sion Division;

On or towards the South : C.S.No.368/6 of Sion Division,

18.3 M Wide DP Road.

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## THE THIRD SCHEDULE REFERRED TO ABOVE

## PART - A

## WING "A"

### (Plinth Area of the Wing A)

All that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 579.61 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022, in the Registration District and Sub-District of Mumbai City, being a part or portion of the Land mentioned in the Second Schedule hereinabove.

## PART - B

## WING "B"

### (Plinth Area of the Wing B)

All that piece or parcel of Leasehold Plot bearing No. 103 (East) admeasuring 664.93 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022, in the Registration District and Sub-District of Mumbai City, being a part or portion of the Land mentioned in the Second Schedule hereinabove.

### THE FOURTH SCHEDULE REFERRED TO ABOVE

(Description of "the said Wing")

The Wing B of the said Building in which the said Premises, as more particularly described hereinbelow, is situated, shall be referred to as "the said Wing".

(Description of the Premises)

Flat No. **1301** on the **13**<sup>th</sup> floor, admeasuring **86.40** square meters (equivalent to **930** square feet) of carpet area in B Wing of the said Building i.e. Dosti Mezzo 22 on Leasehold Plot bearing No. 103 (East) admeasuring 5544.35 square metres or thereabouts on the Sion-Matunga Estate bearing C.S. No. 403/6 Sion Division at Road No. 29, Off. T. V. Chidambaram Marg, Sion (East), Mumbai – 400 022, in the Registration District and Sub-District of Mumbai City and duly registered as the "Dosti Mezzo 22" Project, with MahaRERA authority under Certificate bearing no. P51900026976, to be constructed on the Land as more particularly described in the Second Schedule herein above written.

In addition to the above the Purchaser shall be entitled to use and enjoy on an exclusive basis 3.41 square meters (equivalent to 37 square feet) as Balcony and 0 square meters (equivalent to 0 square feet) utility area (which is appure nant and attached to the Premises and accessible only from the Premises) and approved in the presently approved plans as Balcony and Utility Area, respectively.

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## (Description of Car Parking Space(s))

All that 2 (Two) number of MECHANICAL-PUZZLE Car Parking space for parking of 2 (Two) number of car/s at GROUND Level of the Building/Sale Parking Area, in the said Dosti Mezzo 22 Building to be constructed on the said Land as more particularly described in Second Schedule hereinabove, for a price which is included in the Consideration of the Premises, as mentioned herein below;

## (Consideration)

The total Consideration/ Purchase Price payable by the Purchaser to the Promoter, in respect of the Premises and the Car Parking Space(s) shall be Rs. 2,89,53,000/-(Rupees Two Crore Eighty Nine Lakh Fifty Three Thousand Only). The said Consideration/ Purchase Price shall be paid by the Purchaser to the Promoter in the following manner, time for such payment being of the essence of contract:

Sr. No.	Milestone	Percentage of total	
OI. NO.		Consideration	
1 .	On or before the execution of this Agreement	10%	
2	After execution and registration of this Agreement	20%	
3	On Commencement of 7 <sup>th</sup> Slab of Superstructure of the said Wing	10%	
4	On Commencement of 14 <sup>th</sup> Slab of Superstructure of the said Wing	10%	
5	On Commencement of 21st Slab of Superstructure of the said Wing	विवाद शहर	WIND WINDA
6	On Completion of Slabs including Podiums and Stilt of the said Wing	Turke and In	ALC TO
7	On Completion of walls, internal plaster and floorings of the said Premises.	5%	
8	On Completion of concealed sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.	विद्य	-8
9	On Completion of external plumbing and external paint, elevation, terraces, with waterproofing of the said Wing	25% ?	3
10	On Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and other requirements as	10%	

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	prescribed in the Agreement of Sale.	
11	At the time of possession of the Premises	5%
	TOTAL:	100%

At the time of execution of this Agreement, out of the said Consideration/Purchase Price, an amount of Rs. 97,50,194/- (Rupees Ninety Seven Lakh Fifty Thousand One Hundred Ninety Four Only) has already become due and payable, out of which the Purchaser has already paid a sum of Rs. 28,95,300/- (Rupees Twenty Eight Lakh Ninety Five Thousand Three Hundred Only) on or before execution of this Agreement and agrees to pay the balance sum of Rs. 68,54,894/- (Rupees Sixty Eight Lakh Fifty Four Thousand Eight Hundred Ninety Four Only) to the Promoter in the following manner:-

i) Rs. 34,27,447/-

On or before 16-02-2023

ii) Rs. 34,27,447/-

On or before ... 16 - 02 - 2023

## (Other Charges)

The total Other Charges payable by Purchaser to Promoter, in respect of the Premises shall be Rs.6,06,680/- (Rupees Six Lakh Six Thousand Six Hundred Eighty Only), as mentioned below. The said Other Charges shall be paid by the Purchaser to the Promoter on demand in the following manner, time for such payment being of the essence of allotment:

		Sr.No.	Description	Category	Amount (Rs)
		1.	Corpus Fund for infrastructure & common facilities	Non- Refundable	50,000/-
P.		2.	Advance outgoings for 12 months (Excluding Property Tax)	Deposit	1,39,248/-
		3.	Layout Common Areas maintenance charges for 48 months	Deposit	92,832/-
		4.	Share of Security Deposit	Deposit	1,75,000/-
Bearing Control Control	ত্রত	5.	Club Outgoings for 24 months (Excluding GST)	Deposit	24,000/-
AND PROPERTY BEAUTY BEA	29 ec	6.4	Share money, application and entrance tee of the Organization or	Deposit	600/-
-	2	०२	such other larger sum as may be	1 5 S	182 3 TO
		n,	required at the time. (Additional Rs.100/- per person if number of persons exceeds 1)	STATE OF TH	MBAI C/7
		7.	Fit Out Deposit	Deposit	1,25,000-
			Total		6,06,680/-

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- In addition to above mentioned Other Charges, the Purchaser shall also be liable to pay following Statutory Dues, as may be applicable, viz;
  - i. Stamp Duty on Deed of Conveyance of the Land and Building
  - ii. Goods and Service Tax (GST) on Purchase Price
  - iii. Goods and Service Tax (GST) on Other Charges
  - iv. Property Tax at actuals
- All payments to be made by the Purchaser under this Agreement towards purchase consideration/price as well as towards other charges including taxes, GST, etc. shall be by cheque/demand draft/pay order/any other instrument drawn in favour of "MAITRI ASSOCIATES DOSTI MEZZO 22 MASTER COLLECTION ESCROW A/C".

### PAN of the parties hereto;

Name as on Pan Card PAN NO.

M/s. Maitri Associates AAGFM6578D (Promoter)

1) PRASHANT MISURKAR AOIPM9757L
2) SUPRIYA MISURKAR AUNPM4916E

3) MISURKAR PANCHFULA HARIDAS ABXPM1799E

(Purchaser)

### THE FIFTH SCHEDULE REFERRED TO ABOVE

(Description of Common Areas and Facilities)

- Recreational Ground
- Entrance Lobby Hall
- Lift and Lift Lobby
- Landing on the Floor
- Common Staircase with mid-landing

## THE SIXTH SCHEDULE REFERRED TO ABOVE

(Description of Restricted Common Areas and Facilities)

- Club House with Swimming Pool and Fitness Center
- Parking Space
- Overhead Water Tank/s
- Lift Machine Room
- Meter Room
- Fire Control Room



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SIGNED AND DELIVERED by the Within named "Promoter"

M/s. Maitri Associates through its authorised signatory

PANKAJ SHAH

in the presence of

(1) Dhirendry Tripatrit

(2) Shashikuman Tiwani

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SIGNED AND DELIVERED by the

Within named "Purchaser"

PRASHANT MISURKAR

SUPRIYA MISURKAR

MISURKAR PANCHFULA HARIDAS

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in the presence of

(1) Dhirendra Taipathi du

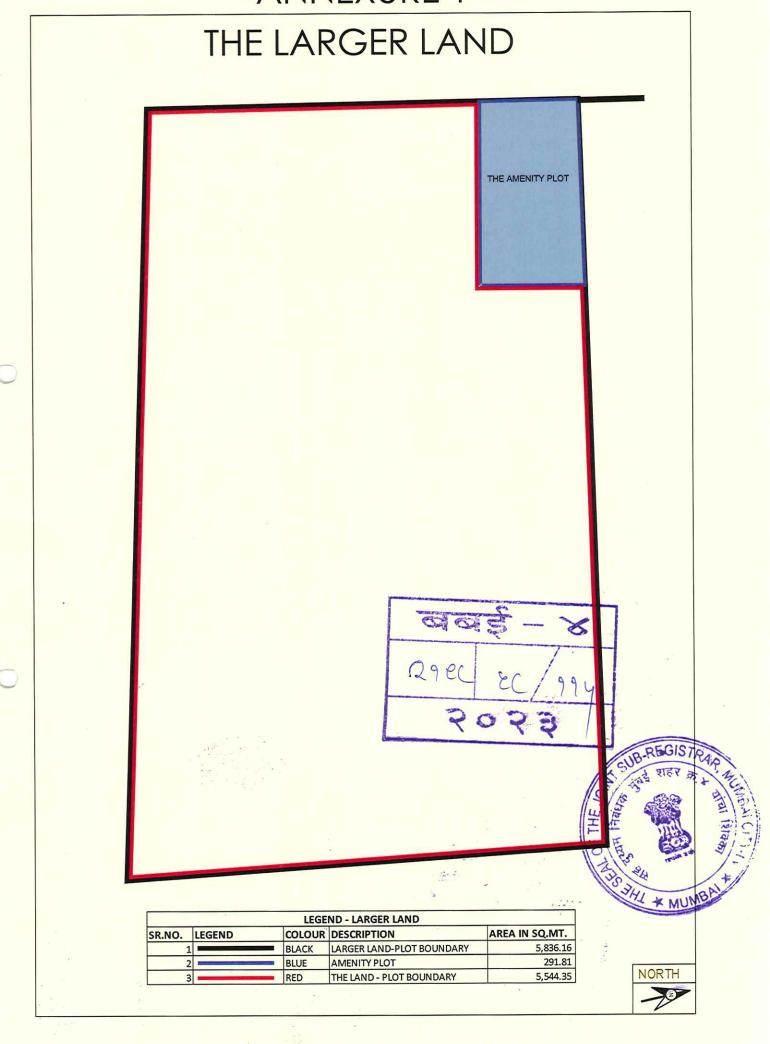
(2) Shash kumar Tiwari



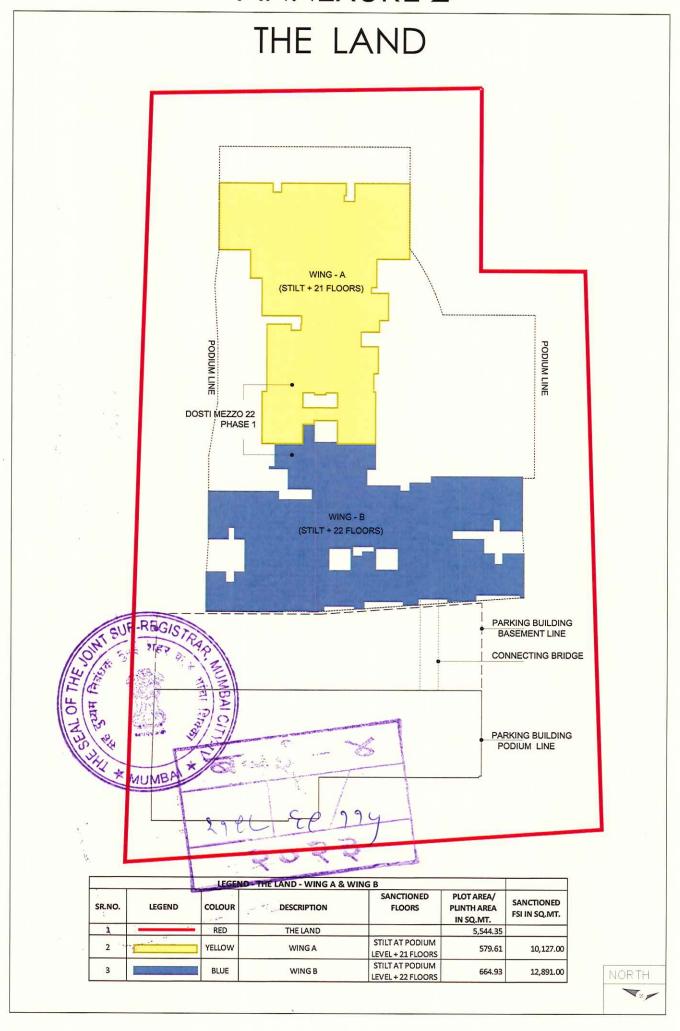


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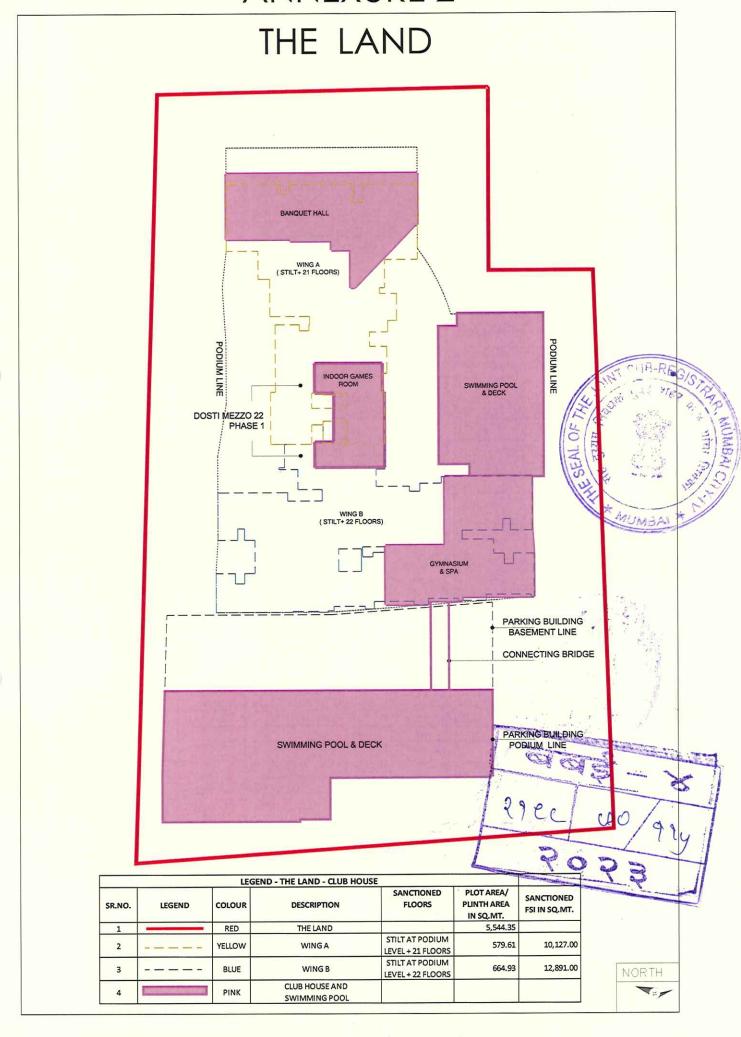




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Ref. No.: Meitri Asso-Mezzo

4/576, Suryodaya C.H.S. Ltd., Ambarnath, Thane - 421 501. Mobile: 98228 24181

Email: advocate\_kiran2008@yahoo.com

2 NOV 2020

### TITLE CERTIFICATE

Re: All that Real Estate Project called "Dosti Mezzo 22" to be developed on all those pieces or parcel of land admeasuring 5,836.16 sq.mtrs being Municipal Lease hold plot no. 103 (East) of Sion-Matunga Estate of the Corporation in the City and Island of Sub-Registration District of Bombay bearing C.S. No. 403/6 Sion Division situated at Road No. 29 of T. V. Chidambaram Marg, Sion (East), Mumbai - 400 022.

M/s. Maitri Associates ... Promoters/Developers

I have investigated the title of M/s. Maitri Associates,a registered partnership firm, to the above mentioned property, as particularly descried in the Schedule hereunder writtens resaid Property), and on the basis of search taken with the office of the Sub-Registrar of Assurances atMumbai, perusal of Revenue Records and documents submitted, I have observed as under

- 1. By a registered Agreement dated 22<sup>nd</sup>June, 2006; the Promoter's Developers have acquired rights, title and interest in the said Property from the Trustees of KaramshiJethabhaiSomaiya Trust, viz, a) Dr. Shantilal Karamshi Somaiya, b) Smt. Leelaben Madhavji Kotak, c) Smt. Manglaben S. Parekh and d) Shri Sameer ShantilalSomaiya, with the approval of the Ld. Charity Commissioner, Mumbai, under its Order dated 6th June, 2006, for such consideration and terms and conditions as more particularly described thereunder.
- 2. The Promoters/Developers have proposed to develop the said property under the Scheme of Public Parking Lot (PPL) as per the

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- provisions of DCR Mumbai, by constructing thereon a real estate project called "Dosti Mezzo 22".
- 3. There is no charge, lien, mortgage or encumbrances found to be registered on the said Property. The said Property is therefore in my opinion, free from encumbrances.
- 4. In view of what has been stated above, in my opinion the said M/s. Maitri Associates are the Promoters/Developers of real estate project called "Dosti Mezzo 22" having full powers and absolute authorities to develop the said Property as per the hereinabove recited Agreement and dispose off or alienate the various premises in building/s to be constructed thereon by them and receive and appropriate the proceeds thereof.

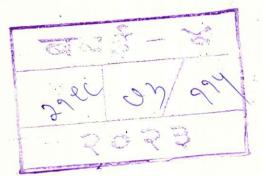
### THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT pieces or parcel of land admeasuring 5,836.16 sq.mtrs or thereabouts, situate on and being Municipal Lease hold Plot no. 103 (East) of Sion-Matunga Estate of the Corporation in the City and Island of Sub-Registration District of Bombay bearing C.S. No. 403/6 Sion Division together with building/structures standing thereon assessed by the Assessor and Collector of Municipal Rates and Taxes under F/N Ward no.6407(1) and Street No. 3648, situated at Road No. 29 of T. V. Chidambaram Marg, Sion (East), Mumbai 400 022.

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0 2 NOV 2020

KIRAN BADGUJAR
(ADVOCATE)



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SURYET REGISTER FOR THE TOWN END ISLAND OF BORRAY (Prepared mader Section 282 of the Maharashira Land Revenes Act, 1966)

Register 86. 324 Division: S10K.

(Collectors Reat Roll No.) 3. Collectors Hew Ho. ## # 17. Devolution of fitte 6. Area in ? . Laughtons Surrey No. Sq. Yds/Ats. . lik -112 (C)-(DEED NO.1656) DEED OF ASSIGNENT DI.31.1.70 FROM 'A,B,C,O' IN COL \$0.7225 ( 6380.00 ) (8)-(0550 HO.4161) LEASE IN PERPETIUIT 91.4.8.1948 FRON "X" IN COL.10 50.4CTERS 5835.16 TO "A, B, C AND O" IN COL. 10 COMMERCINE FROM 21.19.1938. S. leaver HUPL. LAKO 10 10 'E', 'F', 'E' IN COL. 10 FOR RS. 7,09,000/-11. Note of Acquisition by Present Draer 4. Cadastral Survey No. (PRINTUN 85.42,192/-) 7/101 (A)-x-THE NUNICIPAL CORPORATION OF THE CITY OF BOHBAY 3. Street No. C-[SULAKHUSEIN ABOUL RASUL SANSHER] [AND] PLOT HO\_103(EAST) OF SIGN -PILE-9. Ground Rent | 10. Mane of Person in Beneficial Ownership (8)-A-[MANDKEDBHAI ABOUL RASUL SAKSKER] 2. Nate of Street or B-[SALEBHAI MAMONEDALLI] Locality -( TESSON )-693, 594, 709, 1 710 due to fort. Page No. 30 1. Sheet No. - III -

(C) So/ 13-6-77, Sof-14 6 77 SUPBI. 15. Groued 1.6. 3092rintendents lnitial | Rent dee to | | Poblic gedy | (0)-50/-23-12-48 SUPDI. or Fazindar ! YCARLY LEASE IN PERPETUTY 01.4.8.1943 CONNENCING FRON 21.19.1938 & THE CENT TOE RE. 14. Lease from Public Body or Fazindar TRUSTEES OF KARAKSKI JETHABHAI SOHAITA TRUST) F-SAKARBAI WIFE OF KARANSHI JETHABHAI SOHAIYA 6-SHRUTTLAL KARANSHI SONATYA AND D-[IAKERSHAI ABOUL RASUL SANSHER] (C)-E-KARANSHI JETHABHAI SOXAIYA H-KADIRSHAN RUSTANJI NULLA [(ESSEES)] के सावा किस NUMBAI COT

FIVE TROUSAND ELGRI NUNDRED INIRIT SIX POINT SIXIEEN SQ. BLYS. ONLY) ( Rectangelar '[ ]' Brackets shows entry deleted )

Superintendent (111) Superfaleaden ( Superfaleaden ( Superfaleaden Seconds

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RAMNANI & ASSOCIATES (Architects)

11 9 NOV 2012 leference of issue: 929910520122

ate of Application:25/10/2012 ae of Applicant: VIPUL SHAR ee recovered: Rs. ####690.00

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## ANNEXURE - 5

C - 3



# MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

## MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/2645/FN/A/FCC/1/New

### COMMENCEMENT CERTIFICATE

To. Shri. Deepak Goradia CA to K.J.Somaiyya Trust Lawrance & Mayo House 276, Dr.D.N. Road, Fort, Mumbai - 400001

Sir.

With reference to your application No. EB/2645/FN/A/FCC/1/New Dated. 22 Mar 2007 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 22 Mar 2007 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 103 C.T.S. No. 403/6 Division / Village / Town Planning Scheme No. Sion situated at S.I.E.S. Collage Road Road / Street in F/North Ward .

The Commencement Certificate / Building Permit is granted on the following conditions:--

- 1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4. This permission does not entitle you to develop land which does not vest in you.
- 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City I A,F/N Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 20/5/2017

2023

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Issue On: 21 May 2016

Valid Upto:

20 May 2017

Application Number:

EB/2645/FN/ACC/1/Old

Remark:

Approved as proposed.

Approved By

Shri. Metkar

Executive Engineer

Issue On: 07 Apr 2022

Valid Upto:

06 Apr 2023

Application Number:

EB/2645/FN/A/FCC/1/New

Remark:

THIS CC IS ENDORSED AND EXTENDED UPTO TOP OF 4TH PODIUM OF WING 'A' AS PER LAST AMENDED APPROVED PLANS DTD. 04.03.2022.

Approved By

Asst.Eng.(BP)City

Issue On: 26 Aug 2022

Valid Upto: 25 Aug 2023

Application Number:

EB/2645/FN/A/FCC/1/Amend

Remark:

THIS FURTHER C.C. IS ISSUED UPTO TOP OF 4TH PODIUM FOR WING 'B' AS PER LAST AMENDED APPROVED PLANS DTD. 04.03.2022.

Approved By

Asst.Eng.(BP)City I A,F/N Ward

Assistant Engineer (BP)

Page 2 of 3 On 03-Jan-2023

EB/2645/FN/A/FCC/2/Amend

Issue On: 03 Jan 2023

Valid Upto:

21 Apr 2023

Application Number:

EB/2645/FN/A/FCC/2/Amend

Remark:

THIS FCC IS ISSUED FOR WING 'A' AND WING 'B' UPTO TOP OF 19TH FLOOR AS PER LAST AMENDED APPROVED PLAN DTD. 04.03.2022.

Cc to:

1. Architect.

2. Collector Mumbai Suburban /Mumbai District.

For and on behalf of Local Authority Municipal Corporation of Greater Mumbai

Assistant Engineer Building Proposal City F/North Ward

EB/2645/FN/A/FCC/2/Amend



Page 3 of 3 On 03-Jan-2023

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### MUNICIPAL CORPORATION OF GREATER MUMBAI

Amended Plan Approval Letter

File No. EB/2645/FN/A/337/4/Amend dated 04.03.2022

To,

RAJESH DEVDAS SHENOY

G1/2, DOSTI VENUS, OFF S.M.

ROAS, WADALA(E) G1/2,dosti

Venus,S.M.D.Rd,Antop hill Wadala

CC (Owner),

Maitri Associates

Lawrence & Mayo House, 1st

Floor,276, Dr. D.N. Road Fort Mumbai

-400001

Mumbai.

Subject: Proposed Building on plot bearing C.S. No. 403/6 of Sion division. For Deepak Goradia C.A. to M/S K.J.Somaiya Trust...

Reference: Online submission of plans dated 25.11.2021

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of I.O.D. under even No. dated 30.7.2007 and amended plan approved letter dated 23.09.2015, 03.03.2021 & 27.07.2021 shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
- 3) That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
- 4) That the C.C. shall be got endorsed as per the amended plan.
- 5) That N.O.C. from Asstt. Commissioner (Estates) shall be submitted before asking for C.C..
- 6) That the N.O.C. from Railway Authority shall be submitted before asking for Further C.C.
- 7) That the NOC from HE department shall be obtained for swimming pool
- 8) That the NOC from Electric supply company shall be obtained for substation.
- 9) That the revised LOI for PPL parking shall be submitted before asking for CC
- 10) That the specific remarks from Ch.E.M&E/ Consultant shall be obtained for adequate light and ventilation and the conditions of the same shall be complied with..
- 11) That the LOI conditions of PPL Parking shall be complied with.

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Page 1 of 2



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Name: Dinesh Shivram Naik Designation: Executive Engineer Organization: Municipal Corporation Greater Mumbai Date: 04-Mar-2022 12: 57:17

For and on behalf of Local Authority Municipal Corporation of Greater Mumbai Executive Engineer . Building Proposal City

### Copy to:

- 1) Assistant Commissioner, F/North
- 2) A.E.W.W., F/North
- 3) D.O. F/North
  - Forwarded for information please.



Page 2 of 2

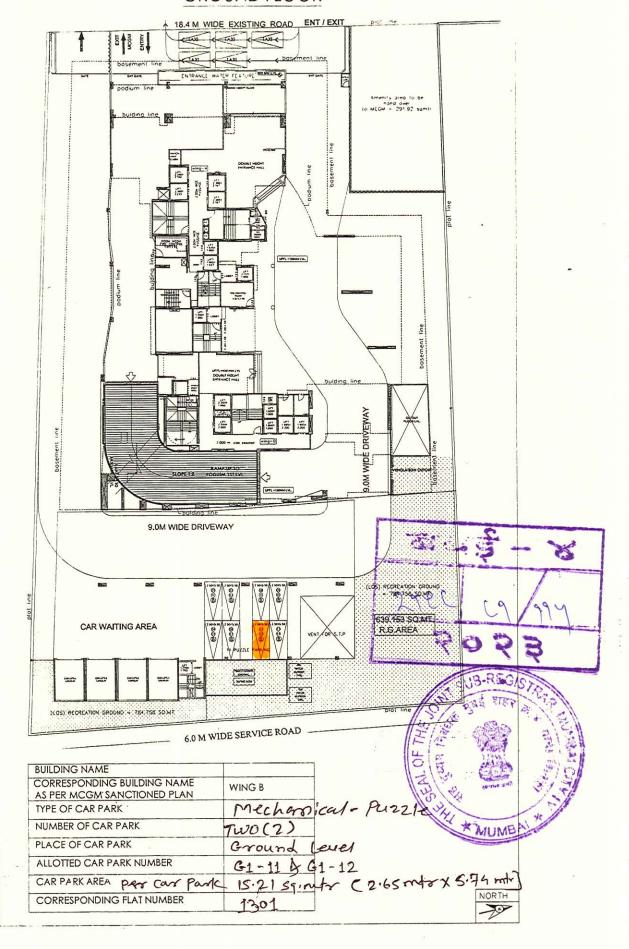
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### 2nd to 3rd, 5th to 10th, 12th to 17th, 19th to 21st FLOOR - FLAT 1 DOSTI MEZZO-22 (WING-B)

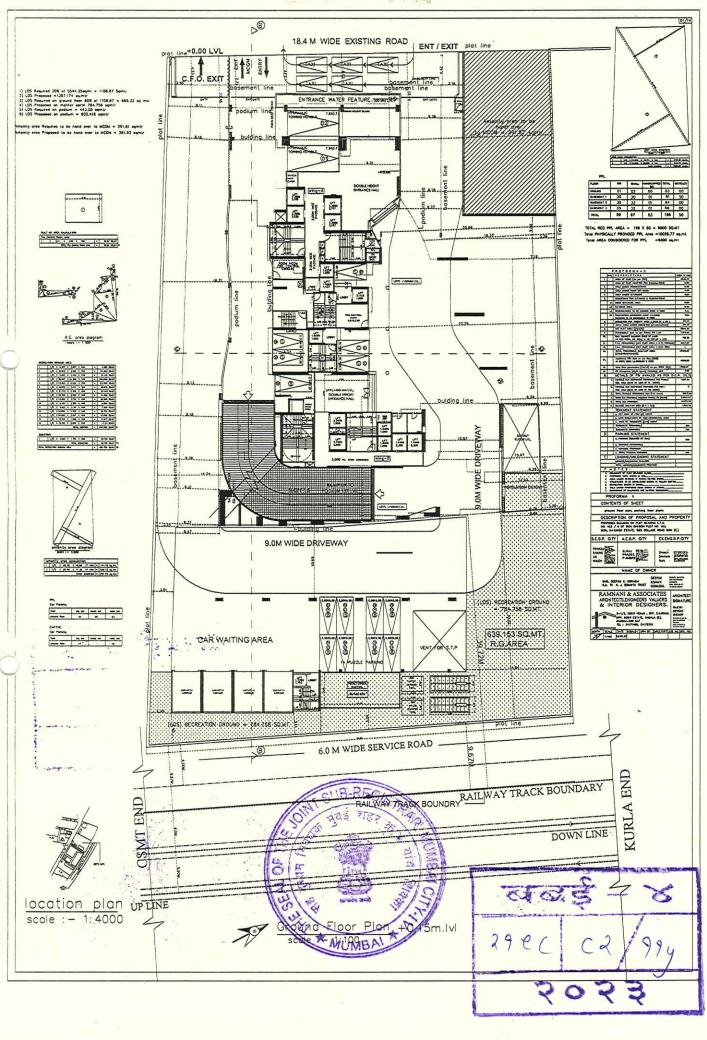


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## PARKING SPACE PLAN **GROUND FLOOR**



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## Aditya Birla Finance Ltd.

(A part of Aditya Birla Capital Ltd.)

ANNEXURE

8



PROTECTING INVESTING FINANCING ADVISING

Reference No: NOC/ABFL/Maitri Associates/Dosti Mezzo 22/07022023/001

Dated 07th February 2023

To,
M/s. Maitri Associates,
1st Floor, 276, Lawrence and Mayo House,
D N Road, Fort, Mumbai – 400001

Dear Sir,

With reference to your request for our No Objection Certificate (NOC) for sale / creation of mortgage for the unit / flat in project Dosti Mezzo 22' located at CS No. 403/6 of Sion Division, Plot No. 103 (East) of the Sion-Matunga Estate of the Corporation in the City situated at Street No. 3648, Road No. 29. Off. T.V. Chidambaran Marg, Sion (E), Mumbai 400 022as mentioned below:

Flat / Unit-No.	Constraint of the Constraint o
Floor No. & Tower No.	
Saleable area: (in sq. ft.)	
Name of Purchaser	As per Annexure 1
Total Sales Consideration (Amount in Rs.)	
Amount received till date (Amount in Rs.)	
Name of home loan lender (if any)	

We state that we have no objection in respect of the aforesaid unit subject to following conditions:

This consent hereby granted is restricted for creation of mortgage for the flat / unit as stated above in order to enable sale of the said unit to the purchasers. Notwithstanding anything contained herein, the consent hereby granted shall not authorize 'Borrower / Mortgagor' to sell any other flat / unit in the said project without applying an NOC to Aditya Birla Finance Ltd (hereinafter "ABFL") and charge of ABFL on all other securities mortgaged by you shall remain unchanged.

2 The consent hereby granted is subject to purchaser depositing all the sale proceed payable by them to 'the Borrower/ Mortgagor' as consideration for purchase of the said unit into master collection account which has been opened by 'Borrower/Mortgagor' with HDFC Bank for this purpose bearing A/c No. 57500000468270 (Escrow Account). The proceeds in the said account may be utilised towards construction cost of said project and repayment of outstanding dues availed by Borrower as per extant terms of the borrowing arrangement and amendments if any to the borrowing arrangement. In case of default by the purchaser of the said unit / Borrower / you in depositing the entire sale proceeds in the Escrow Account, ABFL shall not bound by the consent given hereby and shall retain all the rights, interest and claims over the property mortgaged to ABFL and this NOC shall become null and void.

3 In the event of sale to the purchasers is cancelled for any reason, the consent above accorded shall stand revoked forthwith and you shall have to apply for a fresh consent in relation to sale of the said unit to any other person.

Aditya Birla Finance Ltd. (A part of Aditya Birla Capital Ltd.)

Nirlon Complex, R-Tech Park, 13th Floor, Off Western Express Highway,

Goregaon (East), Mumbal - 400053. Toll-free number 1800-270-7000

care finance@adityabirlacapital.com | https://abfl.adityabi

Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 266. CIN: U659906j1991PLC064603





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4 The sale of the said flat / unit shall have to be made by way of registered sale deed only and possession of the said flat / unit shall be given to the purchaser only after deposit of entire sale consideration in the Escrow account.

Yours faithfully,

For Aditya Birla Finance

Mumbai

Authorized Signatory

### Annexure 1

Sr. No	Unit No.	Tower No.	Carpet Area (in sq. ft.)	Name of Purchaser	Total Sales Consideration (Amount in Rs.)	Amount received till date (Amount in Rs.)	Name of home loan lender (if any)
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Aditya Birla-Finance Ltd.
(Apart of Aditya-Birla Capital Ltd.)
Nirion Complex, R-Tech Park, 13th Floor, Off Western Express Highway,
Goregaon (East), Mumbai - 400063.
+91.22-4356-7100 (L.(F)+91.22-4356-72-66 | Toll-free number 1800-270-7000 care finance@adityabirlacapital.com | https://abfl.adityabirlacapital.com

Registered Office: Indian Rayon Compound; Veraval, Gujarat - 362 256 CIN: 8659906)1991PLC064603



PROTECTING INVESTING FINANCING ADVISING

P. Y Lee -

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### Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51900026976

Project: DOSTI MEZZO 2,2Plot Bearing / CTS / Survey / Final Plot No.: 403/6 at FNorth-400022, Ward FNorth, Mumbai City, 400022;

- 1. Maitri Associates having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001*.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 07/11/2020 and ending with 30/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 07/11/2020 Place: Mumbai Signature valid
Digitally Signed by
Dr. Vasan remanand F

(Secretary, MahaRERA Date:07-11-2020 07:51

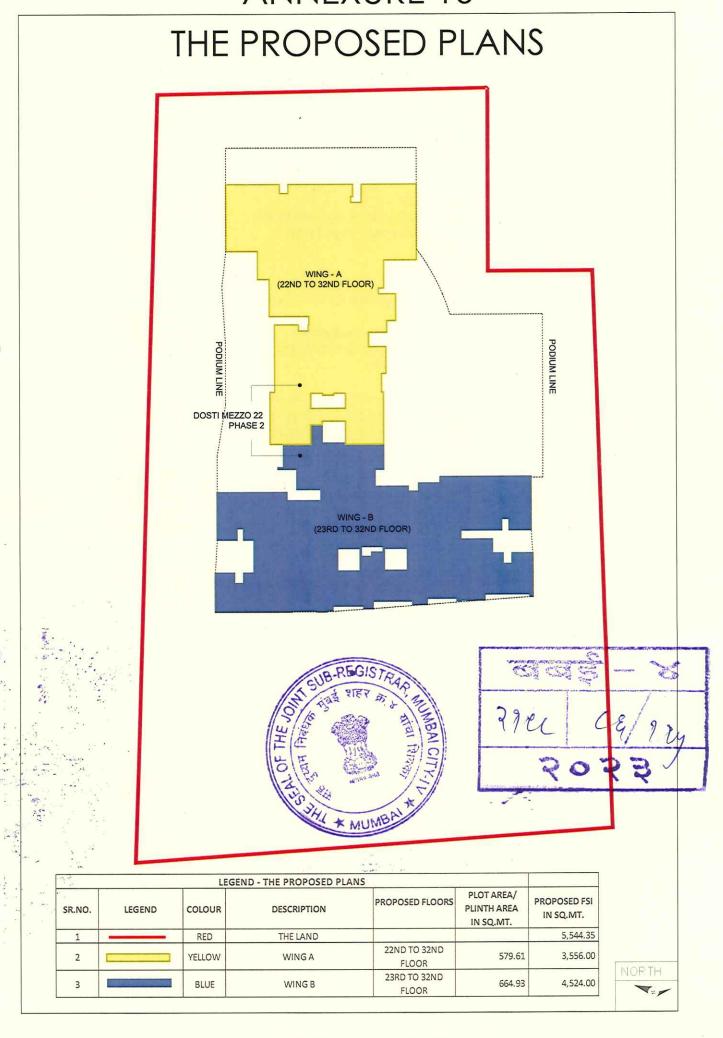
Signature and seal of the Authorized Office

Maharashtra Real Estate Regulatory Author

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### Annexure 11

### FIXTURES, FITTINGS & AMENITIES OF THE PREMISES

### FLOORING

- · Vitrified flooring in living, dining, bedrooms, kitchen & common passage
- Premium tiles in utility & balcony

### KITCHEN

- Quartz agglomerated platform with marble support
- · Stainless steel kitchen sink of reputed make
- · Dado upto beam bottom
- Provision of geyser connection for kitchen sink

- · Premium tiles for flooring & Dado up to beam bottom
- State-of-the-art water efficient CP fitting & sanitary fixtures
- · Hot & Cold mixer for wash basin
- 15 ltr. Electric boiler with hot and cold mixer in all toilets
- Half Glass partition in the shower area of all toilets

### ELECTRICAL

- Electrical wiring and fitting of concealed type PVC conduit with good quality wires
- All switches of reputed make
- One ELCB in each flat & one MCB in each room
- Provision for television & AC in living room/dining & all the bedrooms
- Provision for telephone in living room
- · Provision for intercom in passage
- · Provision for ceiling fan with regulator in living, dining, kitchen and all bedrooms
- Provision for microwave, refrigerator and chimney in kitchen
- Provision for washing machine point in the utility/kitchen

### **DOORS**

- Flushed door with laminate finish in living room, bedrooms and toilets
- · 2 hours fire resistant main door

### WINDOWS

- · Sliding windows of reputed make
- Railing in living room & bedroom
- Mosquito net shutter for living room & bedroom

### PAINTING

- Premium quality, eco-friendly paint for walls & ceiling
- Gypsum coating on internal walls

### COMMON AMENITIES OF THE BUILDING

- Water Efficient Fixtures to Reduce Water Consumption
- Electricity and Power Backup for Common Areas
- Energy Efficient Lights in Common Areas
- EV Charging Point for Electrical Car Charging
- · Solar Panels for common area lighting
- · Society office
- · Rain Water Harvesting
- Sewerage Treatment Plant
- Organic Waste Composter





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## COMMON AMENITIES OF THE PROJECT

(These amenities shall be common for Dosti Mezzo 22-(the Project) and shall be used and enjoyed by all the purchasers of the premises in the Project, subject to their complying with the applicable rules and regulations in respect thereof.)

- Fitness Area
- Children's Play Area
- Yoga Deck
- Lounge Pavilion
- Reflexology Trail
- Cricket Lawn
- Cricket Practice Net
- 25 M Lap Pool with Deck
- Shallow Pool with Deck
- Banquet Halls with Outdoor Deck
- Aqua Play with Deck for Kids
- Lawn
- Gymnasium & Changing Room
- Indoor Games Area Cards, Carom, Chess, Table Tennis, Foosball & Pool Table
- Outdoor Gymnasium
- BBQ Deck
- Viewing Deck
- Star Gazing Deck



खाई शेका रोख्या /PERMANENT ACCOUNT NUMBER AAGEM6578D



THE MAME

MAITRI ASSOCIATES

निरामक्त्रवर्ते स्ति तिक्रि vonte de incorporation/ecreation 29:06-1982



आवणर लायुक्त (संस्पृटर केन्द्र) Commissioner of Income (ex(Computer Operations)





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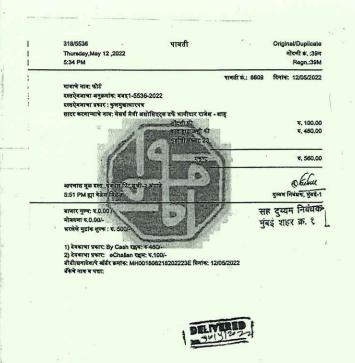


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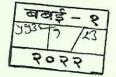
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Department Inspector General Of Registration				Payer Details					
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Type of Payment Requestion ree		PAN No.(III	oplicable)						
Office Name BOM1_MUMBAI CITY 1 SUB RE	GISTRAK	Full Name		Ms Maltri Associatos	-	7///		-	_
Location MUMBAI			,						
Year 2022-2023 One Time		Flat/Block	No.	Lawrence	en=				
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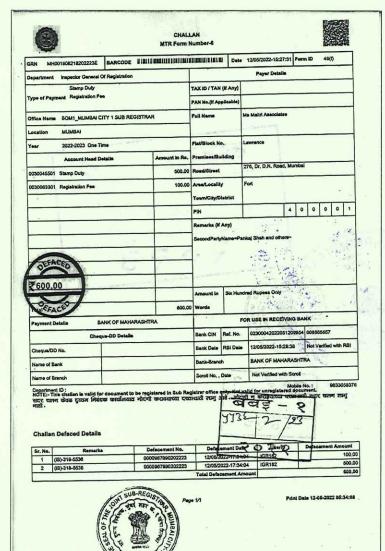
Department ID : MOTE: This challen is valid for document to be registered in Sub Register office only. Not valid for unregistered document. URCs after केवार दूरका, जिल्लाक कार्योत्वाक ओदणी कार्यकारका दलताराठी लागू आहे . शोरणी पा करावादावा दलताराठी पाटर यहान आश्रा भारते .

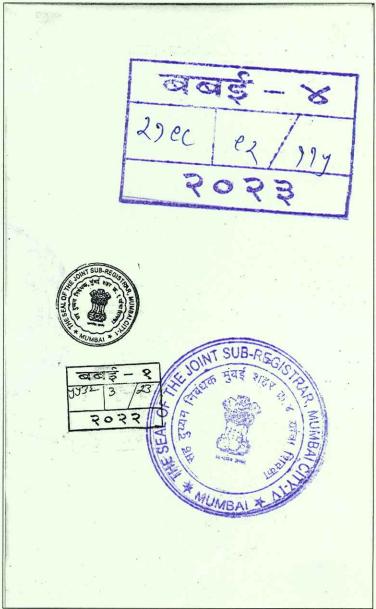




Page 1/1

Print Date 12-05-2022 03:28:44









#### POWER OF ATTORNEY

#### FOR EXECUTION & REGISTRATION OF DOCUMENTS:

TO ALL TO WHOM these presents shall come we, M/s. Maltri Associates, a Partnership Firm, duly registered under provisions of Indian Partnership Act, 1932, through our authorised Partner Dosti Realty Ltd., having registered office at Lawrence & Mayo House, 014Floor, 276, Dr. D.N. Road, Fort, Mumbai – 400 001, Maharashtra, SEND GREETINGS:

WHEREAS M/s. Maitri Associates, a Partnership Firm carrying on business as builders and developers, Promoters of the Co-operative Housing Socie es, etc., having office address at Lawrence & Mayo House, 01MFloor, 276, Dr. D.N. Road, Fort, Mumbal - 400 001, is required to execute and register from time to time several Agreement for Salo, Lease Deed, Leave and ment, Deed of Rectification, Deed of Cancellation, Affidavits, Undertakings, Declarations, Indemnities, Receipts, Possession Letters, Demand Letters, Notices and all types of deeds, documents and writings ("sald Documents") with regards to all or any of the residential premises and / or commercial premises, parking spaces, etc., constructed / to be nstructed by us, in our Real Estate Project called "Dosti Mezzo 22" situated at C.S. No. 403/6 of Sion Division, Road No.29, Mumbai 400 022 ("sald Project") on what is known as ownership

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asis and/or leave and license and/or lease basis, as the case may be, and to lodge them for registration and/or admit execution thereof before the concerned registering authorities

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, M/s. Maltri Associates, a Partnership Firm, through our authorised Partner Dosti Realty Ltd., do hereby appoint, authorize, constitute and empower 1) Pankaj Shah 2) Preeti Ashar 3) Kartik Goradia 4) Prashant Sawant and 5) Kishore Kambil, the employees of M/s. Maitri Associates and/or its sister concerns/group entities having address atLawrence & Mayo House, 01st Floor, 276, Dr. D.N. Road, Fort, Mumbai - 400 001, jointly and each of them severally to do the following acts. nds, malters and things for us, in our name and on our behalf, namely;

- 1) To sign seal, execute, register and deliver Agreement for Sale. Lease Deed, Leave and License Agreement, Deed of Rectification, Deed of Cancellation, Affidavits, Undertakings, Declarations, Indemnities, Receipts, Possession Letters, Demand Letters, Notices and all types of deeds, documents and writings for and on our behalf in our name with regards to all or any of the residential premises and/ or commercial premises, parking spaces, etc., being constructed and developed in the said Project from time to time, as the case may be and to lodge them for registration and/or admit execution thereof before the concerned registering authorities.
- 2) To present the said Documents for registration to the concerned registration authority and to admit execution and receipt of consideration thereof and to have the said documents registered.
- 3) For any of the purposes mentioned hereinabove, to sign all applicapapers, undertakings, indemnities, declarations, affidavits, letters, writings etc., as may from time be required by various Government or local authorities or any other person/s or as may be necessary or required from time to time with respect or relating to or concerning with execution and registration of the said Documents.
- 4) To appoint one or more substitutes or delegates to carry out all or any of the above referred acts, deeds, deeds and matters or things, including executing, signing, the registering the said Documents and/or admitting execution thereof and receiving it back when it has been duly registered, from the concerned authority, and to remove the said they may deem fit.

To do all other acts, deeds, matters and things necessary for ex of the said Documents before the Registrarof Assurances at Worli, Mumbai or elsewhere

a it back when it has been duly registered and to give proper receipt and COMO TO THE SOUND 443E 4 23 Maitri Associates, through our Authorised Partner Dost ur hands at Mumbai this 12th day of May, 2022 SIGNED AND DELIVERED By the above named M/s. Maitri Associates A Partnership Firm through its authorised Partnership Dosti Realty Limited

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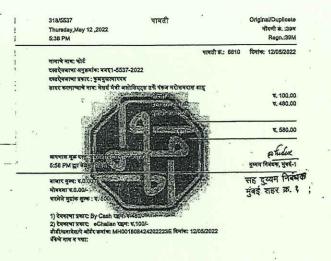
By the hands of its authorised Director Mr. Raiesh Premii Shah Mauride MAITRI ASSOCIATES MANAGER / PARTNER We accept the above powers: 1) Pankaj Shah B-REGISTAA 2) Preeti Ashar 3) Kartik Goradia MUMBAL बद्धे-7535 P /23 बबई – १ 2055 2025

घोषणापत्र

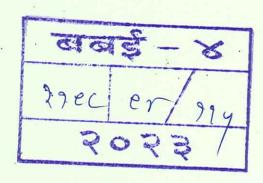
मी उन्निन अकु याद्वारे घोषित करतो की, सह दुय्यम निबंधक मुंबई - यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणी साठी सादर करण्यात आला आहे. पंकज नरोत्तमदास शाह आणि इतर यांनी दिनांक १२.०५.२०२२ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आयारे मी, सदर दस्त नोंदणीस सादर केला आहे/ निष्पादित करून कश्चलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंया कुलमुखत्यारपत्र रद्द केलेले नाही किंया कुलमुखत्यारपत्र रद्दवातल ठरवलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वेया असुन उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन भुकीचे आढकून आल्यास, नोंदणी अधिनियम १९०८ वे कलम ८२ अन्यये शिवेस भी पात्र राहीन यांची मला जाणीव आहे.

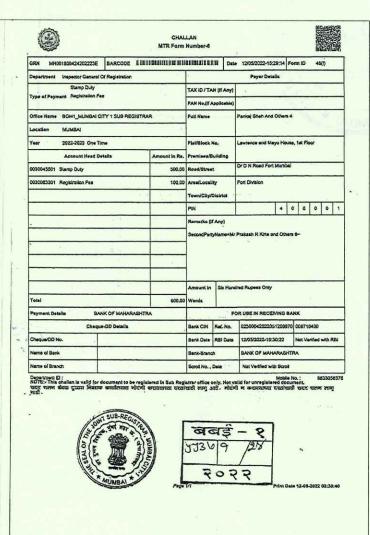
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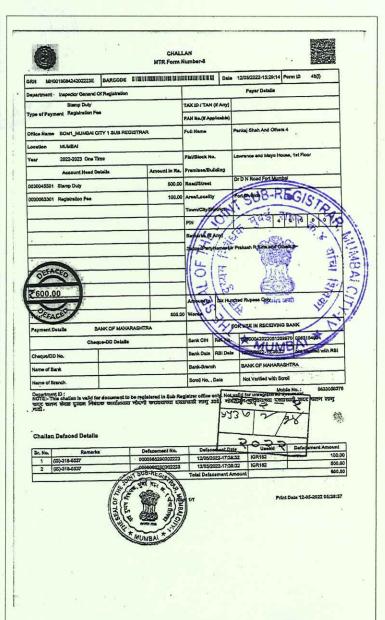
कुलमुखत्या<u>र</u>्यास्त्राचे नाव व सही



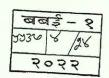












TO ALL TO WHOM these presents shall come, We,1) Pankaj Shah 2) Preeti Ashur 3) Kartik Goradia 4) Prashant Sawant and 5) Kishore Kambil, all Indian Inhabitants, the mployees of M/s, Maitri Associates and /or its sister concerns/group entities having address at Lawrence & Mayo House, 01<sup>st</sup> Floor, 276, Dr. D.N. Road, Fort, Mumbal - 400 001, SEND GREETINGS:

WHEREAS vide a Registered Power of Attorney executed on 12/05/2022 bearing / 553-6/of 2022 dated 12/05/2022, we have be authorized and empowered by M/s. Maltri Associates, to sign, seal, execute, regis ter and deliver, from time to time,various Agreement for Sale, Lease Deed, Leave and License Agreement, Deed of Rectification, Deed of Cancellation, Affidavits, Undertakings; Declarations, Indemnities, Receipts, Possession Letters, Demand letters, Notices and all types of deeds, documents and writings ("said Documents") with regards to all or any of the residential premises and/or commercial premises, parking spaces etc. constructed / to be constructed by M/s. Maitri Associates, in their Project called "Dosti Mozzo 22" situated at C.S. No. 403/8 of Sion Division, Road No.29, Mumbai 400 022 ("sald Project") on what is known nership basis and / or on leave and license and / or lease basis, as the case may be, and to lodge them for registration and / or admit execution thereof before the concerned

AND WHEREAS in our capacity as Constituted Attorneys of M/s. Maltri lates we have executed and/or will be executing the said Documents in respect of all or any of the residential and/or commercial premises, parking spaces etc., of the said Project from time to time on what is known as ownership basis and/or Leave and License and/or Lease basis, as the case may be, and are required to lodge them for registration and admit



AND WHEREAS under the said registered Power of Attorney we have been ers to appoint one or more substitutes and delegate the power of registering the s Documents in the said project and admitting execution thereof and receiving it back when it has been duly registered from the concerned authority, with the authority to rem substitutes or delegate at pleasure and to appoint another or others in their place.

AND WHEREAS due to our busy schedule we are not able to personally remain present for registration and admit execution of the said Documents; hence, we ex er to appoint substitutes and hereby appoint and authorize 1) Prakash Raosaheb Kirte 2) Adv. Chandrashekhar Athalye, 3) Sandesh Pandurang Bhojane, 4) Raju Bandre, 5) Manoj Anant Thakur 8) Deepak Pandurang Vihkape and 7) Ravindra Ramdas Pacharane as our constituted attorneys, jointly and each of them severally to attend the office of the Sub-Registrar of Assurances at Worll and Mumbal or elsewhere and to present the said Documents executed by us or any of us for registration and admit execution thereof and to do all the following acts, deed, matters and things, as follows;

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We,1) Pankaj Shah, 2) Preeti Ashar, 3) Kartik Goradia, 4) Prashant Sawant and 5) Kishore Kambli, in our city as the Constituted Attorneys of M/s. Maltri Associates, do hereby appoint o and substitute in our place and delegate our power to register the documents and admit execution thereof before the concerned registering authorities, to 1), Mr. Prakash Raceaheb Kirte aged 38 years, Indian Inhabitant, having address at 20, 01st Floor, 30C-30F, Vasudev Mansion, Cawasji Potel Street, Opp. Yezdani Bakery, Fort, Mumbal 400 001, 2) Adv. Chandrashekhar Athalye ,aged 51 years, Indian Inhabitant, having address at 20, 01<sup>st</sup> Floor, 30C-30F, Vasudev Manejon, Cawasji Patel Street, Opp. Yazdani Bakery, Fort, al 400 001, 3) Mr. Sandesh Pandurang Bhojane, aged 43 years, Indian Inhebitant, having address at Indian Inh bitant, having address at 20, 01st Floor, 30C-30F, Vasudev Mansion, Cawasji Patel Street, Opp. Yazdaril Bakery, Fort, Mumbal 400 001, 4) Mr. Raju Bandre, aged 42 years, Indian Inhabitant, having address at Indian Inhabitant, having address at 20, 01<sup>st</sup> Floor, 30C-30F, Vasudev Mansion, Cawasji Patel Street, Opp. Yazdani Bakery, Fort, Mumbai 400 001, 5) Manoj Anant Thakur, aged about 45 years Indian Inhabitant, having his address at Room No.13, Chawl No. 1, Anand Bhavan Society, Indica Nagar, Kanjurmarg East, Mumbai 400042, 6)Deepak Pandurang Vihkape aged s years Indian Inhabitant, having his address at 15-47/B, Khotachi Wadi, J.S. Road, Opp. Majestic Cineme, Girgoan, Mumbal 400004 and 7) Ravindra Ramdas Pach about 40 years Indian Inhabitant, having his address at Room No.27, 13/13, Shiv Ganga Rahivashi Sangh, Kala Killa, Dharavi, Mumbai 400017, our attomeys, jointly and each of the same of the

773613 To appear before nces at Worll. Mumbal or

8) Sanday &





PID BWO! ent for Sale, Lease Deed, Leave and License Agreement, Deed Deed of Cancellation, Affidavits, Undertakings, Decla Possession Letters. Demand Letters. Notices and all types of deeds, cuted by us or any of us as const

Associates, for and on behalf of M/s. Maitri Associates, with regards to all or a residential premises and/or commercial premises, parking spaces etc., constructed / to be constructed by M/s. Mailtri Associates, in their Project called \*Dost Mezzo 22\*, to the med registering authorities, having authorities to receive and register docu and to admit execution thereof, identify our alguature thereon and to do all acts, deeds matters and things necessary for registrationand admit execution of the said Docu duly executed by us before the Registrar/Sub-Registrar of execution of the said Docu r of from the con or elsewhere and receive it back when it is du Jagistore 4

2. For any of the purposes mentioned herein ign all application for papers, undertakings, terms and conditions etc. as may from various Government or local authorities or any other person or as may be necessary or required from time to time with respect or relating to or concerning registration and admitting execution of the said Documents duly executed by us and presented for registration and / or admit execution thereof on our behalf as me

IN WITNESS WHEREOF WE, 1) Pankaj Shah 2) Preeti Ashar 3) Kartik Goradia 4) re Kambli, have hereunto set our hands at Mumbai this 12<sup>th</sup> Prashant Sawant and 5) Kisho day of May, 2022.

SIGNED AND DELIVERED By the withinnamed

SUB-REAS

\* MUMBAL \*

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JOINT

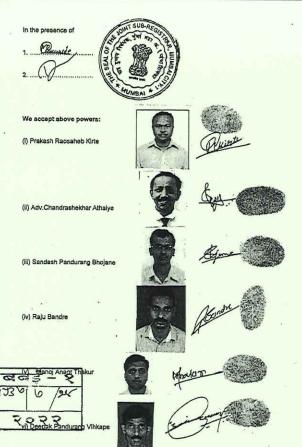
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0 स्यम े

2) Preeti Ashar







#### DOSTI REALTY LIMITED

#### GN NO. U70102MH2008PLC178101

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF DOSTI REALTY LIMITED, HELD ON WEDNESDAY, 30° MARCH, 2022, AT ITS REGISTERED OFFICE AT LAWRENCE & MAYO HOUSE, 1° FLOOR, DR. D.N.ROAD, FORT, MINERAL ROAD. MUMBAI - 400 001.

RESOLVED THAT, Dottl Realty Pvt. Ltd., the partner of M/s. Maitri Associates ("the said Firm"), be and is hereby authorized for and on behalf of the firm to appoint, authorize constitute and empower any of its director/s or officer/s or employee/s or any persons or person deemed fit:

 To sign, seal, execute, register and deliver Agreement for Sale, Lease Deed, Leave and Ucense Agreement, Deed of Rectification, Deed of Cancellation, Affidavil/s, Undertaking/s, Declaration/s, Receipts, Possession Letters, Damand Letters, Notices and all types of deeds, documents and writings with regards to all or any of the residential premises and/or commercial premises, parking spaces, etc., being constructed and developed by the said Firm in Real Estate Project called "Dosti Mezzo 22", situated at C.S. No.A03/6 of Sion Division, Road No.29, Mumbal 400 022 and registered with MehaRERA under Registration No.P51900026976 ("the sald Project"), from time to time, as the case and receipt of comple

may be, and to lodge them for registration before the concer at Worlf, Mumbal or elsewhere and/or admit the execution a thereof; \_

Z. To sign all applications, forms, petitions, papers, undertaking affidavits, terms and conditions, etc., for any of the purpo may from time to time be required by various Government oc. local authorities or other person or as may be necessary or required from time to time with res relating to or concerning with registration of the said Documents

3. To appear, represent, prosecute, defend, oppose, negotiate and settle all Claims, Suits, Appeals, Complaints and to represent the said Firm in all courts of law including the n'ble Supreme Court of India, the Hon'ble High Court of Judicature, Arbitrator, Civil and ecisions Court, Metropolitan Magistrate and other Magistrate Courts, Tribunals and all Refine the Including RERA authority, Police Authorities, Collector of Stamps etc., AND to uding RERA authority, Police Authorities, Collector of Stamps etc., AND to suit, plaint, written statement, affidavits, reply, writ petition, revision

inex.

Regd, Office: Lowerice & Novo House, 14 Floor, 276, Dr. O. N. Road, Fort, Mumbas - 400 001 1500 - 15 info-distribully.com - smart doublewity.com - Cin No. U70107HH2008PLC17Noi



### DOSTI REALTY LIMITED

on, vakalatnama, consent term, settlement, give statement and/or amend the same and to accept service of notices, process and other papers, documents in connection with any such proceedings or demands as aforesaid mentioned;

 To further appoint one or more substitutes or delegates to carry out all or any of the above referred acts, deeds and matters or things, including executing, signing, the registering the aloresaid Documents and/or admitting execution thereof and receiving it back when it has been duly registered, from the concerned authority, and to remove the sald substitute/s or delegates at pleasure and to appoint another or others in their place as they may deem fit.

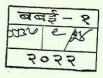
// Certified true Copy// For DOSTI REALTY LIMITED

human

RAJESH SHAH WHOLE-TIME DIRECTOR & CFO (DIN: 01240057)

Date : 4th MAY, 2022.





23

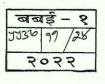
Regd. Officer Lawrence & Hayo House, 19: Floor, 276, Dr. D. N. Roed. For: Humbis: 400 601 T: -51 32 2758 8500 - El info.infostrealitycom - www.doskniellycom - CIN NOL U/0022mi)00480L(17810.













1.	Legni Name	MAITRI.	ASSOCIATES					
2.	Trade Name, If any	MAITRI	MAITRI ASSOCIATES					
3.	Constitution of Business	Partnershi	Partnership					
4.	Address of Principal Place of Business	IST FLO	1ST FLOOR, 276, LAWRENCE AND MAYO HOUSE, D. N. ROAD, Fort, Mumbai Suburban, Maharashtra, 400001					
5.	Date of Liability	01/07/201	01/07/2017					
6.	Period of Validity	From	NA					
7.	Type of Registration	Regular						
8.	Particulars of Approving Authority							
Signa	Signate Digitals	re Not Verified valence by DS ERVICES TAX 018.07.28-13:11	GOODS					
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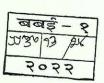
27AAGFM6578DIZI MAITRI ASSOCIATES MAITRI ASSOCIATES



MAITRI ASSOCIATES



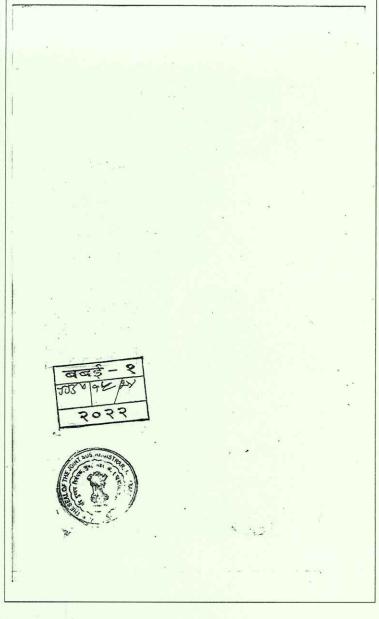


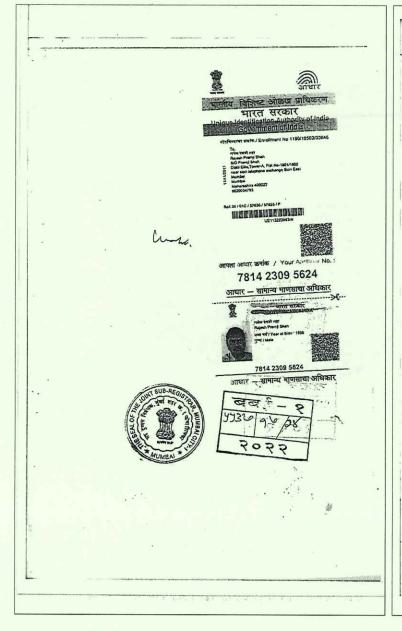


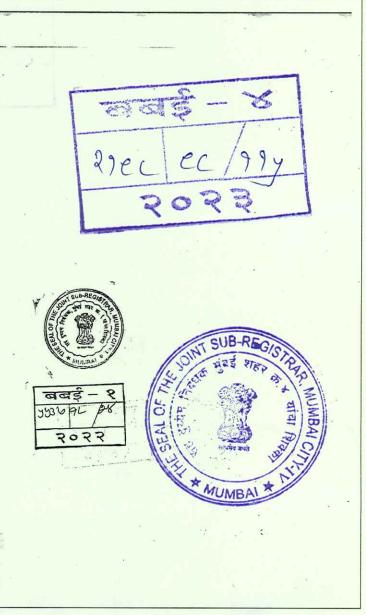


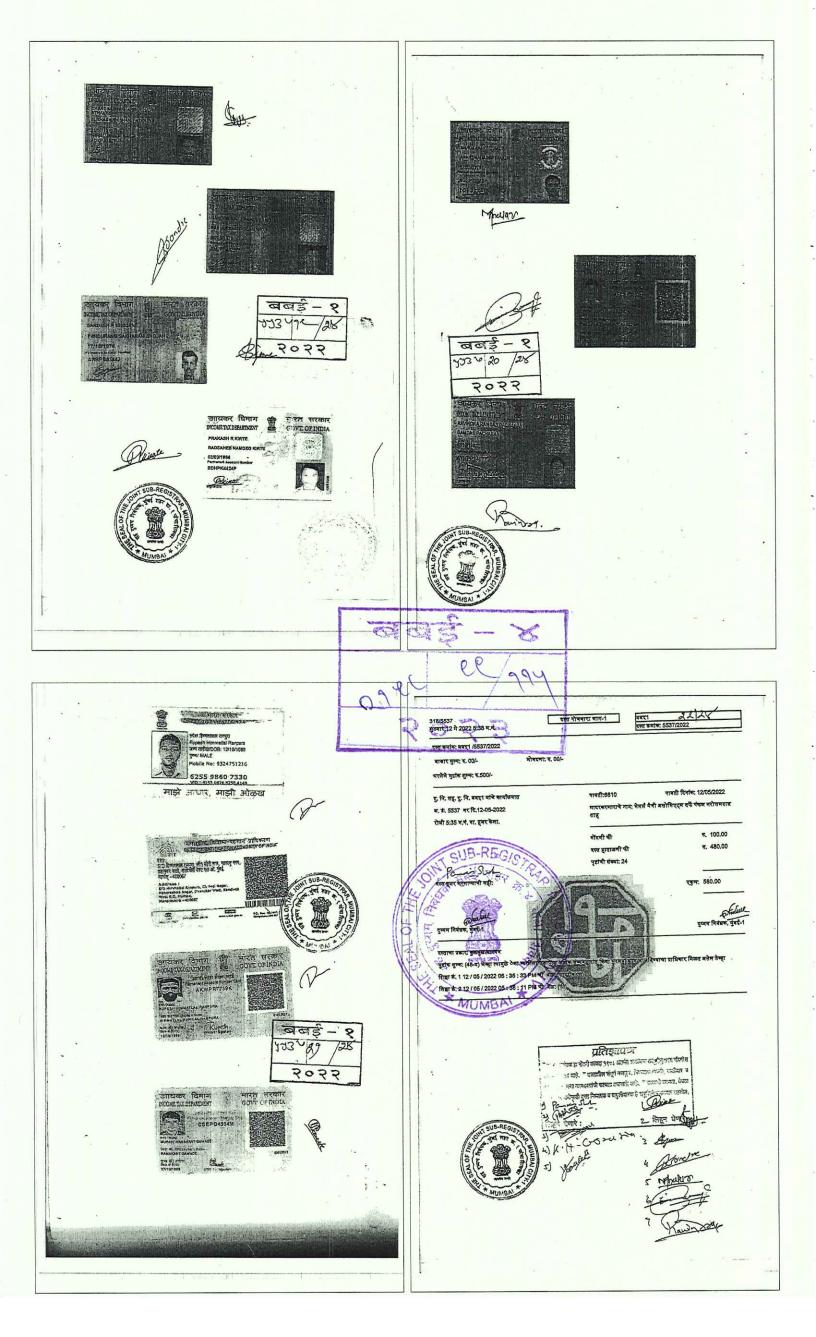


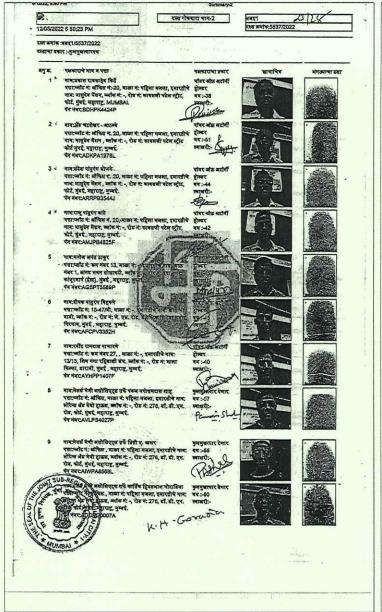


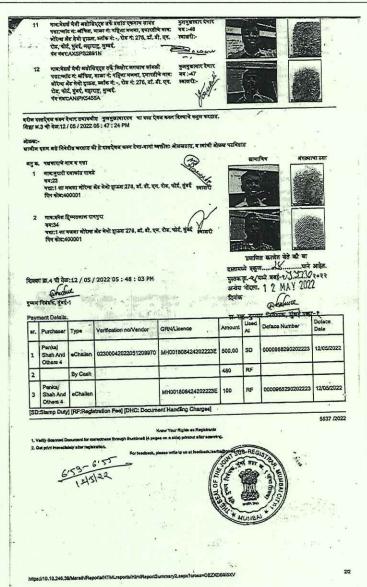




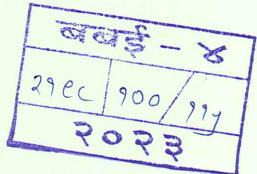




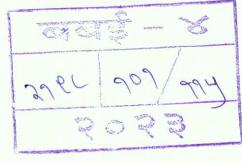














### DOSTI REALTY LIMITED

#### CIN NO. U70102MH2008PLC178101

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF DOSTI REALTY LIMITED , HELD ON WEDNESDAY, 30" MARCH, 2022, AT ITS REGISTERED OFFICE AT LAWRENCE & MAYO HOUSE, 1" FLOOR, DR. D.N.ROAD, FORT, MUMBAI 4-300 DOSI.

RESOLVED THAT, Dosti Realty Pvt. Ltd., the partner of M/s. Maitri Associates ("the said Firm"), be and is hereby authorized for and on behalf of the firm to appoint, authorize, constitute and empower any of its director/s or officer/s or employee/s or any persons or person deemed fit:

1. To sign, seal, execute, register and deliver Agreement for Sale, Lease Deed, Leave and License Agreement, Deed of Cancellation, Affidavit/s, Undertaking/s, Declaration/s, Receipts, Possession Letters, Demand Letters, Notices and all types of deeds, documents and writings with regards to all or any of the residential premises and/or commercial premises, parking spaces, etc., being constructed and developed by the said Firm in Real Estate Project called "Dosti Mazzo 22", situated at C.S. No.A03/6 of Sion Division, Road No.29, Mumbal 400 022 and registered with MahaftiffA under Registration No.P51900026976 ("the said Project"), from time to time, as the case may be, and to lodge them for registration before the conceined to the consideration at Worll, Mumbai or elsewhere and/or admit the execution and receipt of consideration thereof;

2. To sign all applications, forms, petitions, papers, undertakings, measurings, declarations, affidavits, terms and conditions, atc., for any of the purpose mentioned mercillaborary as may from time to time be required by various Government or local authorities and any other person or as may be necessary or required from time to time with respect or relating to or concerning with registration of the said Documents;

3. To appear, represent, prosecute, defend, oppose, negotiate and settle all claims, Sults, Appeals, Complaints and to represent the said Firm in all courts of law including the Hon'bile Supreme Court of India, the Hon'bile High Court of Judicature, Arbitrator, Civil and Sessions Court, Metropolitan Magistrate and other Magistrate Courts, Tribunais and all PREDITED THE INCIDENT COURTS. TRIBUNAIS AND TO STATE COURTS. TRIBUNAIS AND TRIBUNAIS AN

more.

Read, Office: Lowerice & March House, 1st Floor, 278, Sr. O. N. Road, Furt, Mumber - 450-03 Ti - 91-22-2219-5500 • RI Mondant Malinally From + www.dockmosty.com + CHA NOJ U101029H12058PLC178ki



### DOSTI REALTY LIMITED

application/review application, vakolatnama, consent term, settlement, give statement and/or amend the same and to accept service of notices, process and other papers, documents in connection with any such proceedings or demands as aforesaid mentioned;

4. To further appoint one or more substitutes or delegates to carry out all or any of the above referred acts, deeds and matters or things, including executing, signing, the registering the aforesaid Documents and/or admitting execution thereof and receiving it back when it has been duly registered, from the concerned authority, and to remove the said substitute/s or delegates at pleasure and to appoint another or others in their place as they may deem fit.

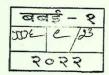
// Certified true Copy//
For DOSTI REALTY LIMITED

une

RAJESH SHAH WHOLE-TIME DIRECTOR & CFO (DIN: 01240057)

Place : Mumbai Date : 4th MAY, 2022.





Regd. Office: Lawrency & Mayo House, Ist Floor, 276, Dr. D. N. Road Fort, Manhair - 400 C(7)
Ti +HI 27-2316 6500 + Et info-epotamenty-com - www.courepaty-com - CIN NO., O/DICEN-1200654 C (2010)



Government of India Form GST REG-06 [See Rule 10(1)]

Registration Certificate

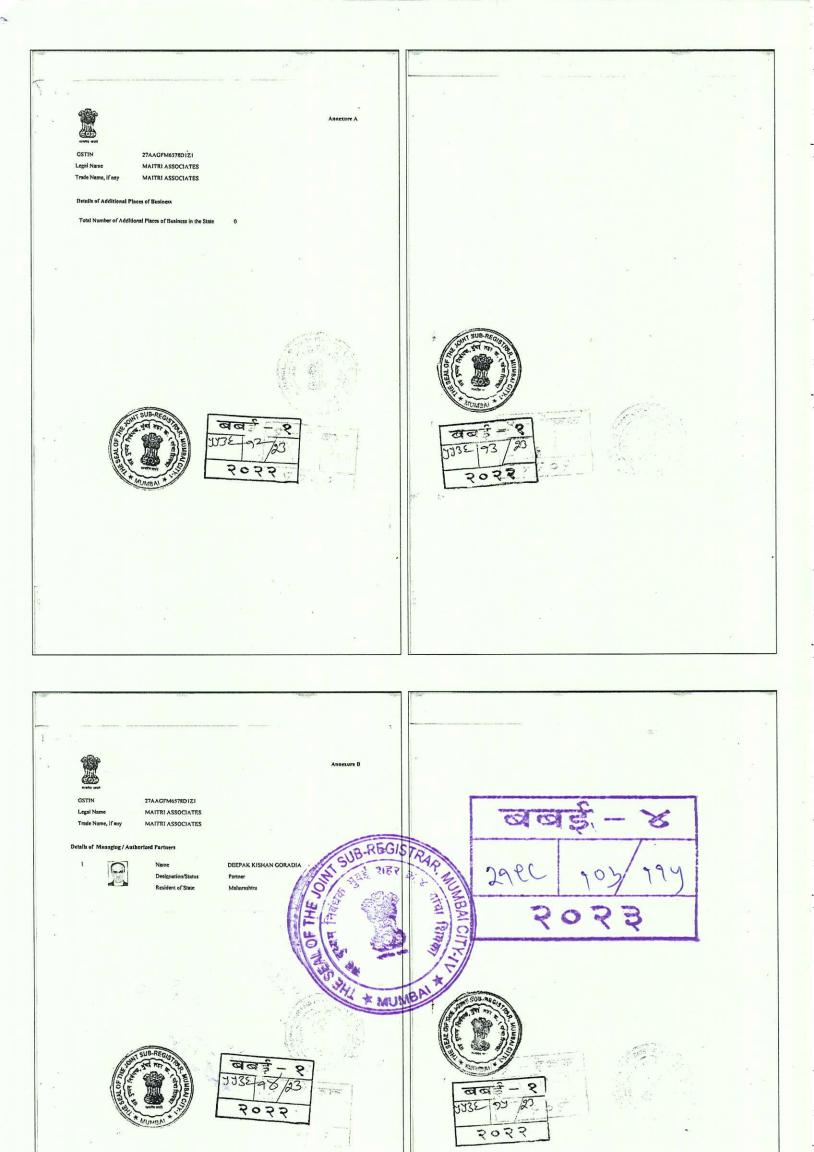
Registration Number: 27AAGFM6578D1Z1

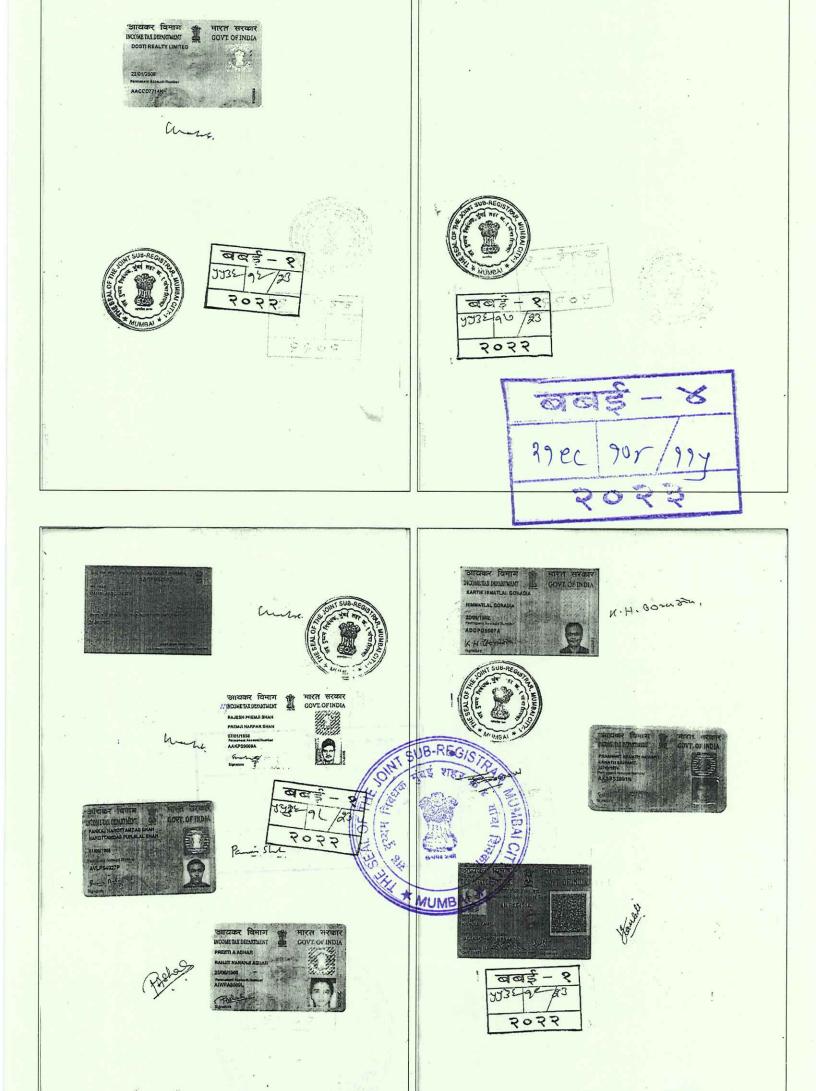
1.	Legal Name MAITRI ASSOCIATES							
2.	Trude Name, if any	ASSOCIATES	TES					
3.	Constitution of Business		Partnership					
4.	Address of Principal Place of Business		IST FLOOR, 276, LAWRENCE AND MAYO HOUSE, D. N. ROAD, Fort, Mumbai Suburban, Maharashtra, 400001					
5.	Date of Liability	01/07/201	1/07/2017					
6.	Period of Validity		From	01/07/2017	To	NA		
7.	Type of Registration	Regular						
	The state of the s				are the	(大) A		
8.	Particulars of Approving Auti	hority			area.			
8. Signa	ture	Signature I	Not Verified ned by DS ( ICES FAX N 07.28-23:19	GOODS METWORK 1 1:40 IBT				
	ture	Signature I		GOODS SETWORK 1 SHO IST	্বর প্রকার	- S		
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This is a system generated sligitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017.



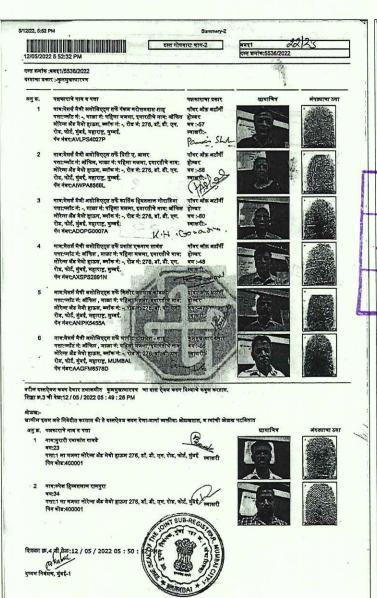


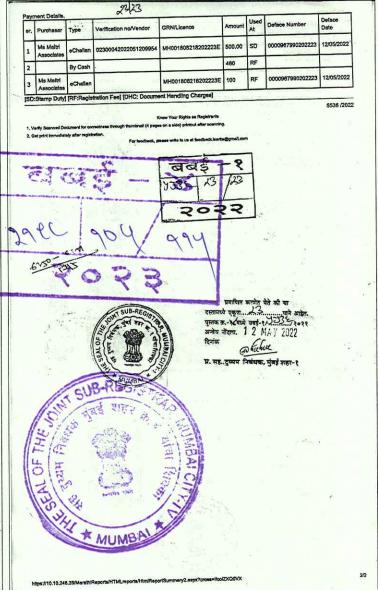












आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

P H MISURKAR HARIDAS MAROTI MISURKAR

20/01/1977

Permanent Account Number

AOIPM9757L

P. H. Misule Signature





# भारत सरकार GOVERNMENT OF INDIA

प्रशांत हरिदास मिस्रकर Prashant Haridas Misurkar जन्म वर्ष / Year of Birth : 1977 पुरुष / Male





2891 0394 9505

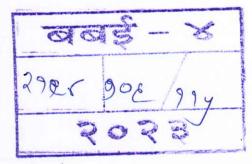
सामान्य माणसाचा अधिकार



## भारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पना फ्लंटन २०१ निंसग सीएचएस

Address: Flat no 201 Nisarg Chs पना फर्नेट ने २०१ निसंध सामुक्तः एम-१०-मी विंग, प्रतीक्षा नगर, सूंदर M-10-C Wing, Pratiksha Nagar, विहार हॉटेलच्या जवळ, सायन पूर्व, मूंबई, Near Sunder Vihar Hotel, Sion East, Sion, Sion, Mumbar, M-10-C Wing, Pratiksha Nagar, Maharashtra, 400022

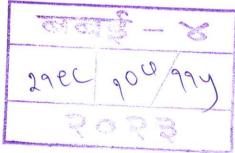












आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

SUPRIYA PRASHANT MISURKAR ASHOKRAO SHRIRAM AVINASHE 19/08/1984

Permanent Account Number

AUNPM4916E

S.P. Misuzkuz





### भारत सरकार Government of India

सुप्रिया प्रशांत मिस्रकर Supriya Prashant Misurkar जन्म तारीख / DOB : 19/08/1984 स्त्री / Female



5216 4137 8764

- सामान्य माणसाचा अधिकार



पत्ता 201, एम - 10 -सी विग Address: 201, M - 10 -C Wing Nisarg निसर्ग सीएचएस., सुंदर विहार बस स्टॉप जवळ, पतिक्षा नगर, सायन ईस्ट, मुंबई, सायन, महाराष्ट्र, 400022 Address: 201, M - 10 -C Wing Nisarg CHS, Near Sunder Vihar Bus Stop Pratiksha Nagar, Sion East, Mumbai, Sion, Maharashtra, 400022



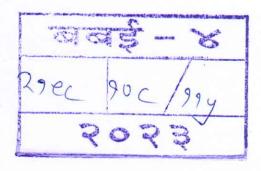
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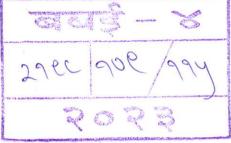




ponisuskas







स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABXPM1799E





नाम /NAME PANCHFULA HARIDAS MISURKAR

पिता का नाम /FATHER'S NAME HARIBHAU MAROTI CHOPDE

जन्म तिथि /DATE OF BIRTH 12-01-1950

हरताक्षर /SIGNATURE



COMMISSIONER OF INCOME-TAX, VIDARBH



भारत सरकार Government of India

> पंचफुला हरिदास मिसुरकर Panchfula Haridas Misurkar जन्म तारीख/DOB: 12/01/1950 महिला/ FEMALE

Issue Date: 10/09/2020

STATE OF THE STATE

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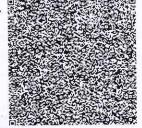
VID: 9199 6827 5087 1509 ं, माझी ओळख



ार य विशिष्ट ओळस पाधिकरण Unique Identification Authority of India

पत्ता: एव नं 832 प्लॉट नं 10, रणपिसे नगर, अकोला, अकोला, महाराष्ट्र - 444001

Address: h no 832 plot no 10, ranpise nagar, Akola, Akola, Maharashtra - 444001



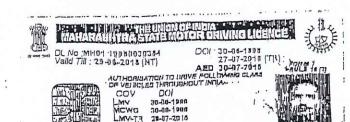
6797 5943 2171

VID: 9199 6827 5087 1509

M help@uldni.gov.in | ∰ www.uldni.gov.in







DOB : 03-04-1979 BG : B+

Name :SHASHI KUMAR TIWARI
S/D/W Of:RAMRAJ IIWARI
Add MADAN SETH CHIL 304 B RIA
SONAPUR LANE WORLL KOLIWARA
MUMBAI
PIN :A00000
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Issuing Authority: MFIN:1 2015:102

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508/2198

मंगळवार,14 फेब्रुवारी 2023 11:48 म.पू.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 2198/2023

दस्त क्रमांक: ववई4 /2198/2023

वाजार मुल्य: रु. 2,79,97,358/-

मोबदला: रु. 2,89,53,000/-

भरलेले मुद्रांक शुल्क: रु.17,37,200/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

अ. क्रं. 2198 वर दि.14-02-2023

रोजी 11:43 म.पू. वा. हजर केला.

पावती:2376

पावती दिनांक: 14/02/2023

सादरकरणाराचे नाव: प्रशांत - मिसुरकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2300.00

पृष्टांची संख्या: 115

एकुण: 32300.00

दस्ताचा प्रक्रार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 14 / 02 / 2023 11 : 43 : 38 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 14 / 02 / 2023 11 : 44 : 46 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्ताऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्बा तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्मादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, बैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिंहून घेणारे

दस्त क्रमांक:2198/2023

14/02/2023 11 51:57 AM

दस्त क्रमांक :बबई4/2198/2023

दस्ताचा प्रकार:-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:मे. मैत्री असोसिएट्स तर्फे भागीदार दोस्ती रिॲल्टी लिमिटेड तर्फे अधिकृत हस्ताक्षरकर्ता पंकज नरोत्तमदास शाह तर्फे कबुलीजबाबासाठी 1 मुखत्यारपत्रधारक मनोज अनंत् ठाकुर पत्ताः प्लॉट नं: -, माळा नं: पहिला मजुला, इमारतीचे नाव: लॉरेन्स आणि

मायो हाऊस , ब्लॉक नं: २७६, डॉ. डी.एन. रोड, रोड नं: फोर्ट, महाराष्ट्र, मुंबई. पॅन नंबर:AAGFM6578D

नाव:प्रशांत - मिसुरकर पत्ता:प्लॉट नं: सदिनका क्र.201, माळा नं: विंग सी, इमारतीचे नाव: निसर्ग को-ऑप.हौ.सो. , ब्लॉक नं: बीएमसी शाळेच्याजवळ, प्रतिक्षा नगर, रोड नं: सायन पूर्व, महाराष्ट्र, मुंबई. पॅन नंबर:AOIPM9757L

नाव:सुप्रिया - मिसुरकर पत्ता:प्लॉट नं: सदनिका क्र.201, माळा नं: विंग सी, इमारतीचे/नाव: निसर्ग को-ऑप.हो.सो. , ब्लॉक नं: बीएमसी शाळेच्याजवळ, प्रतिक्षा नगर, रोड नं: सायन पूर्व, महाराष्ट्र, मुंबई. 3 पॅन नंबर:AUNPM4916E

नाव:पंचफुला हरिदास मिस्रकर पत्ताः पर्वे ते हिर्पात निर्देशित न पॅन नंबर:ABXPM1799E

पक्षकाराचा प्रकार

लिहून देणार वयं :-44 स्वाक्षरी:-

Moders

लिहून घेणार वय :-46 स्वाक्षरी:-Ro

लिहून घेणार वय:-39 स्वाक्षरी:prinisuskus

लिहून घेणार वय :-73

स्वाक्षरी:-OH seeks छायाचित्र









छायाचित्र

अंगठ्याचा ठसा



991







वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:14 / 02 / 2023 11 : 48 : 08 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

नावे:शशिकुमार - तिवारी वय:42 पत्ताः २/३७, कंथारिया मेशन, दादर पश्चिम, मुंबई पिन कोड:400028

नाव:धीरेंद्र - त्रिपाठी वय:33 पत्ता:२/३७, कंथारिया मेशन, दादर पश्चिम, मुंबई पिन कोड:400028

स्वाक्षरी





अंगठ्याचा ठसा





शिक्का क्र.4 ची वेळ:14 / 02 / 2023 11 : 49 : 02 AM

सह दुय्यम निबंधक, मुंबई-4

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2		DHC		1402202301230	300	RF	1402202301230D	14/02/2023				
3		DHC		1302202313479	2000	RF	1302202313479D	14/02/2023				
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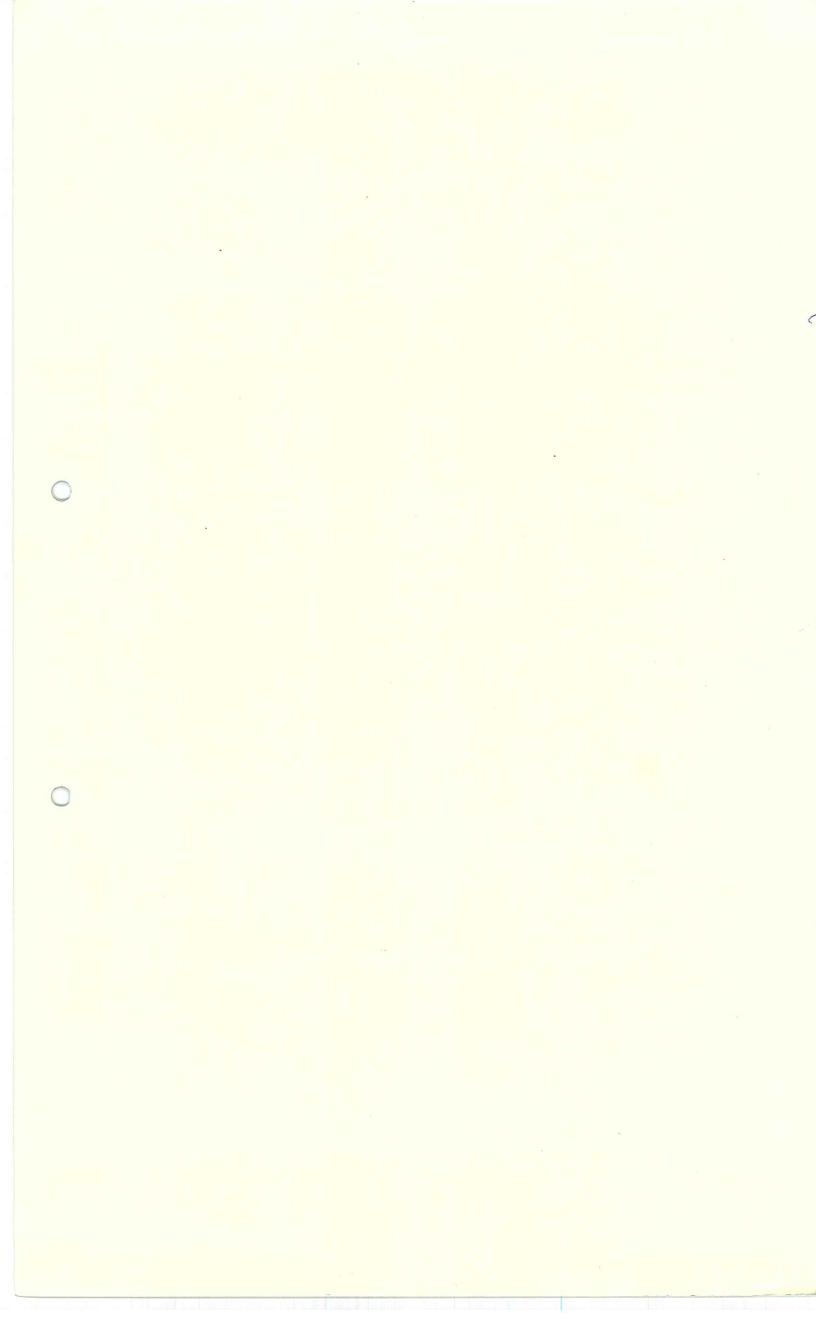
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(सुधाकर बि मोरे)

सह. दुव्यम निबंधक वर्ग-२, मुंबई शहर-४

......पाने आहेत



## M/S. MAITRI ASSOCIATES PROMOTER

**AND** 

PRASHANT MISURKAR SUPRIYA MISURKAR MISURKAR PANCHFULA HARIDAS PURCHASER

### AGREEMENT FOR SALE

Flat No. 1301 On 13<sup>th</sup> Floor
B-Wing Building in "Dosti Mezzo 22" Project
(MahaRERA No. P51900026976)
Dosti Mezzo 22, Road No. 29, Off. T. V. Chidambaram
Marg, Sion (East), Mumbai – 400 022.



DATED THIS

DAY OF

2023