THIS SUPPLEMENTARY AGREEMENT is made and entered into at Panvel on this 15<sup>th</sup> day of February, 2023.

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GREEMENT (For bifurcation of units)

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BETWEEN

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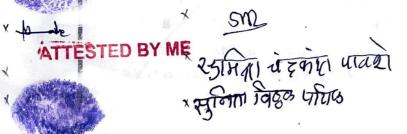
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ENTARY

M/S. Zenisha Infra Through Partners, 1) Mr. Vasaram Bhoja Rajput, Pan No. ABNPR8454R2) Mr. Bharat Karman Arethia, Pan No. BOCPA0439Q having office at: At 101- Bandhu Prem, Plot No. 162, Sector- 31, Vashi, Navi Mumbai – 400703OF THE FIRST PART; AND

1) MR. GAJANAN DATTU MHATRE, (PAN No. ACPPM0032K) Age 70 years, Residing at :- At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206, And OTHERS 12 For ZENISHA INFRA



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PARTNERS

DEVICHAPADATAL, Tal-Panvel, Dist-Raigad-410206, 10) MRS.

# SUPPLEMENTARY AGREEMENT (For bifurcation of units)

THIS SUPPLEMENTARY AGREEMENT is made and entered into at Panvel on this 15<sup>th</sup> day of February, 2023.

BETWEEN



M/S. Zenisha Infra Through Partners, 1) Mr. Vasaram Bhoja Rajput, Pan No. ABNPR8454R2) Mr. Bharat Karman Arethia, Pan No. BOCPA0439Q having office at: At 101- Bandhu Prem, Plot No. 162, Sector- 31, Vashi, Navi Mumbai – 400703, hereinafter referred to as "the PROMOTERS/DEVELOPERSS" (Which expression shall mean and include partners or partner for the time being of the said respective firm, and assigns of the last surviving partner or their assigns) OF THE FIRST PART;

AND

1) MR. GAJANAN DATTU MHATRE, (PAN No. ACPPM0032K) Age 70 years, Residing at :- At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206, 2) MR. KRISHNA DATTU MHATRE, (PAN No. ADAPM5581F) Age 65 years At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206, 3) MR. HEMANT DATTU MHATRE, (PAN No.ADIPM2659N) Age 52 years, At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206 4) MRS. KALAVATI MARUTI MHATRE, (PAN No. AQEPM2179C) Age 50 years, Residing at :- At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206, 5) MR. SANDESH MARUTI MHATRE, (PAN No. BBMPM2288N) Residing at :- At-Post-Pargaon, Tal-Panvel, Dist-Raigad-410206 Age 30 years, 6) MR. SAMEER NAMDEV MHATRE, (PAN No. ASQPM8718B) Age 48 years, Residing At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206 7) MRS. at :-PADUBAI NAMDEV MHATRE, (PAN No. CCOPM9284Q) Age 77 years Residing at :- At-Post- Pargaon, Tal-Panvel, Dist-Raigad-410206, 8) MR. i JanitukANAND NAMDEO MHATRE, (PAN No. AGVPM5681J) Age 60 years Residing at :- A-7, VDUT CHS MAHARANA PRATAP ROAD, Tal-ता विहल परिष्ठ Panvel, Dist-Raigad-410206, 9) MRS. SANKITA MARUTI MHATRE, (PAN No. CGWPM3565J) Age 27 years, Residing at :-At-Post-DEVICHAPADATAL, Tal-Panvel, Dist-Raigad-410206, 10) MRS.

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For ZENISHA INFRA

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ANANDI NAMDEV TAREKAR, (PAN No. ATRPT9780C) Age 62 years Residing at :- At-Post- PARGAON, Tal-Panvel, Dist-Raigad-410206, 19 MRS. SUVARNA NAMDEO PATIL, (PAN No. BGAP6247H) Ace 55 years, Residing at :- At-Post- 304, SHREEYOG CHS LOKHANDI PADA SAWARKAR CHOWK, Tal-Panvel, Dist-Raigad-410206, 12) MRS. SUMITRA CHANDRAKANT PAWASHE, (PAN No. ECVPP4420C) Age 42 years, Residing at :- At-Post- WAWANJI, Tal-Panvel, Dist-Raigad-410206, 13) MRS. SUNITA VITTHAL PATIL, (PAN No. CMUPP3259A) Age 67 years, Residing at :- 302, ASHADEEP BUSINESS CHS, PLOT NO 119, Tal-Panvel, Dist-Raigad-410206 hereinafter referred to as the "THE ORIGINAL LICENSEES/CONFIRMING PARTIES", (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) OF THE THIRD PART.

#### WHEREAS:

- a) THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai- 400 021. The Corporation has been declared as a New Town Development Authority under the provisions of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;
- b) The Corporation, as a part of the development, of Navi Mumbai has decided to establish an International Airport namely "Navi Mumbai International Airport" with the approval of the State and Central Government.
- c) Except for land(s) already in possession of the Corporation, the remaining private land(s), require for the project, were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act, 1894 (hereinafter referred to as the "LA ACT, 1894") by the state Government.

d) The Right to fair Compensation and Transparency in Land Acquisition (LATA) Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the LARR ACT,2013) came into force w.e.f. 01.01.2014 replacing the LA Act,

For ZENISHA INFRA

1894. Although the land for the Project was notified under the LA Act, 1984, awards under section 11 of the LA Act, 1894 have not been declared for certain lands as on 01.01.2014. The determination of compensation for such lands shall be in conformity with the LARR Act, 2013 AHARAS

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- e) Pursuant to Section 108 (1) and 108 (2) of the LARR Act, 2013, the State Government vide Govt. Resolution Urban Development Department No. CID-1812/CR-274/UD-10 dated 1st March, 2014 (hereinafter referred to as the "G.R. dated 01.03.2014") has, in lieu of monetary compensation, provided for higher and better compensation in the form of development plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of Monetary Compensation.
- f) There are some structures erected on the land already acquired and in possession of the Corporation. These structures are also required to be shifted due to the project. The State Government Resolution of Urban Development Department No. CID-1812/CR-274/UD-10 dated 28th May, 2014 (hereinafter referred to as "G.R. dated 28.05.2014") has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a Special Case. In accordance with the Government Resolution Revenue and Forest Dept. No. RPA-2014/CR-52/R-3 Dated 25th June 2014 (hereinafter referred to as the "G.R. dated 25.06.2014") the District Rehabilitation officer has authorized to determine the eligibility of the structure owners, whose structures are situated on the land possessed by the Corporation and required to be shifted as stated hereinabove, with the approval of the Collector Raigad. As per G.R. dated 25.06.2014, the plots are to be allotted by the corporation as per the applicable provisions of G.R. dated 01.03.2014, G.R. dated 28.05.2014 and as per circular issues by the Corporation bearing no. "CIDCO/Vya.sa. /Aa.Vi.Ta. /2014" dated 19.09.2014 and as determined by the District Rehabilitation Officer Raigad. with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition), as the case may be.
  - g) The land hereinafter mentioned, owned by the licensees was notified for acquisition under the Land Acquisition Act. The landowner has opted for a developed plot in lieu of monetary compensation. This development plot will be allotted by the Corporation, on lease, as per the provisions, terms and conditions under the Navi Mumbai Disposal of Land (Allotment of Plots to Airport Project Affected Persons for Navi Mumbai International Airport and

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purposes allied thereto) (Amendment) Regulations, 2015 and Navi Mumbai Disposal of Land Regulations 2008 and as per GR dated 01.03.2014. Accordingly, the DY. Collector (Land Acquisition), Metro Centre No.1 Panvel, who is an officer delegated with the powers under the LA for, 1894 by the State Government, declared Award under the TAAct, 1894, specifying therein, the area of the plot to be allotted to the licensee in lieu of monetary compensation as per the option and consent given by him.



Village

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h) Details of land acquired along with structures standing thereon as per Award

| Village | Taluka &<br>District | Award No.      | S. No./<br>H. No. | Area<br>Acquired<br>(H.A.) | Name of the Awardee  |
|---------|----------------------|----------------|-------------------|----------------------------|--|
| PARGAON | RAIGAD               | PARGAON        | 11/9              | 0-20-9                     | 1) MR. GAJANAN   |
| DUNGI   |                      | DUNGI –<br>125 | 11/10             | 0-06-8                     | DATTU MHATRE, 2) MR.<br>KRISHNA DATTU  |
|         |                      |                | 11/13             | 0-14-3                     | MHATRE, 3) MR.   |
|         |                      |                | 34/6              | 0-27-5                     | HEMANT DATTU<br>MHATRE 4) MRS.   |
|         |                      |                | 34/8              | 0-05-9                     | KALAVATI MARUTI<br>MHATRE, 5) MR.  |
|         |                      |                | 34/13             | 0-17-5                     | SANDESH MARUTI   |
|         |                      |                | 38/10             | 0-28-6                     | MHATRE, 6) MR. SAMIR<br>NAMDEV MHATRE, 7)<br>MRS. PADUBAI<br>NAMDEV MHATRE, 8)<br>MR. ANAND NAMDEO |
|         |                      |                |                   |                            | MHATRE, 9) MRS.<br>SANKITA MARUTI  |
|         |                      |                |                   |                            | MHATRE, 10) MRS.<br>ANANDI NAMDEV  |
|         |                      |                |                   |                            | TAREKAR, 11) MRS.<br>SUVARNA NAMDEO  |
|         |                      |                |                   |                            | PATIL, 12) MRS.<br>SUMITRA   |
|         |                      |                |                   |                            | CHANDRAKANT  |
|         |                      |                |                   |                            | PAWASHE, 13) MRS.<br>SUNITA VITTHAL  |
|         |                      |                |                   |                            | PATIL  |

(a) As per directives and policies of the State Government, referred to hereinabove and as per the award declared by the Dy. Collector (Land Acquisition) concerned, the Corporation has allotted to the Licensee, vide its allotment letter No. 2015/434 dated 03/06/2015. A piece and parcel of land bearing Plot No.85, admeasuring about 1920.00 Sq. Mtrs, Sector 7, lying, being and situated at Village: Dapoli, Node: Pushpak, Tal: Panvel and Dist:

Raigad (hereinafter referred to as "the said land"), which is written

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For ZENISHA INFRA h n 21 TNERS

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hereinafter and more particularly described in SCHEDULE I (hereinafter referred to as the said Land") for the purpose of constructing a building or building on the terms and conditions hereinafter contained.



| Place/Node | Plot No. | Sector No. | Area in Sq. Meters |
|------------|----------|------------|--------------------|
|            | 85       | 7          | 1920 Sq. Mtrs      |
| PUSHPAK    |          |            |                    |
| (DAPOLI)   |          |            |                    |
|            |          |            |                    |
|            |          |            |                    |

Description of Land allotted

- i) The licensee has, before the execution of this Agreement paid to the Corporation on 12/12/2017 a sum of Rs.60/- (Rupees Sixty Only) being "Lease Rent" for the period of 60 (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development Dept. bearing No.CID-1812/CR-274/UD-10 Dated 18th August, 2014 and No. CID- 1812/CR-274/UD-10 Dated 06th October, 2015.
- j) An Agreement to Lease dated 20/12/2017 executed between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., of the ONE PART and 1) MR. GAJANAN DATTU MHATRE, 2) MR. KRISHNA DATTU MHATRE, 3) MR. HEMANT DATTU MHATRE 4) MRS. KALAVATI MARUTI MHATRE, 5) MR. SANDESH MARUTI MHATRE, 6) MR. SAMIR NAMDEV MHATRE, 7) MRS. PADUBAI NAMDEV MHATRE, 8) MR. ANAND NAMDEO MHATRE, 9) MRS. SANKITA MARUTI MHATRE, 10) MRS. ANANDI NAMDEV TAREKAR, 11) MRS. SUVARNA NAMDEO PATIL, 12) MRS. SUMITRA CHANDRAKANT PAWASHE, 13) MRS. SUNITA VITTHAL PATIL (hereinafter referred to as the "the Original Licensees") of the OTHER PART, therein called "the Licensees" as per the terms and conditions mentioned in the said Agreement to Lease. The same is duly registered before the Sub Registrar of Assurance at Panvel -1 on 20/12/2017 under its Registration Document Serial No. PVL1/10701/2017 For ZENISHA INFRA

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- k) On payment of the entire lease premium & execution of Lease Agreement the Corporation handed over the possession of the said Plot to the Original Licensees.
- 1) The said Original Licensees (the Confirming Parties) by virtue of the Tripartite Agreement dated 20/01/2021 executed between City and Industrial Development Corporation Of Maharashtra Ltd. (CIDCO) of the ONE PART, 1) MR. GAJANAN DATTU MHATRE, 2) MR. KRISHNA DATTU MHATRE, 3) MR. HEMANT DATTU MHATRE 4) MRS. KALAVATI MARUTI MHATRE, 5) MR. SANDESH MARUTI MHATRE, 6) MR. AMIR NAMDEV MHATRE, 7) MRS. PADUBAI NAMDEV MHATRE, 8) MR. ANAND NAMDEO MHATRE, 9) MRS. SANKITA MARUTI HATRE, 10) MRS. ANANDI NAMDEV TAREKAR, 11) MRS. SUVARNA NAMDEO PATIL, 12) MRS. SUMITRA CHANDRAKANT PAWASHE, 13) MRS. SUNITA VITTHAL PATIL therein referred to as the "Original Licensees" of the Second Part and M/s. Zenisha Infra Through Partners, 1) Mr. Vasaram Bhoja Rajput, 2) Mr. Bharat Karman Arethia therein referred to as "New Licensee", whereby the Original Licensees assigned, conveyed and transferred their 50% undivided share with respect to the said Plot in favour of New Licensee, as per terms and conditions contained therein. The same was registered with the Sub-Registrar of Assurances, Panvel on 20/01/2021 bearing registration No. PVL-2/1182/2021 and receipt No. 1402 (hereinafter referred to as "the said Tripartite Agreement").
  - m) The Promoter has proposed to construct on the said Plot a building project known as ZENISHA AURA having 1 Building for residential /commercial use, on OWNERSHIP BASIS to the prospective buyers.
  - n) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is \_\_\_\_\_\_.
  - o) The Promoter shall at its own cost develop the said project and handover certain residential flats and shops to the Original Licensees in accordance with the terms of the Tripartite Agreement and their mutual understanding. As per the terms of the Said Tripartite Agreement and their mutual understanding, the Promoters and the Original Licensees have distributed amongst themselves the flats and the shops to be constructed on the Said Plot.

p) The Original Licensees are desirous of distributing the flats and shops amongst themselves and have decided to enter into this supplementary

agreement on terms and conditions hereinafter appearing.

# NOW THEREFORE THIS AGREEMENT WITNESSETTL AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWSTAHARAS

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 The Recitals of this Agreement are incorporated herein and are made a part hereof with the same force and effect as if the same were herein repeated fully and at length and shall have binding effect of the operative clause of this Agreement.

2. The Developers shall construct the real estate project, "ZENISHA AURA" consisting of ground+13 upper floors on the land bearing Plot No. 85, area admeasuring about 1920.00 Sq. Mtrs. of the situated in Sector No. 7, Node Pushpak, Village- Dapoli Tal. Panvel, Dist. Raigad.

- 3. The Developers shall construct the said project in accordance with the plans sanctioned by the Competent Authority and by adhering to the terms and conditions of Commencement Certificate bearing No.CIDCO/BP-17938/TPO(NM & K)/2021/10048 including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. The Developers therefore shall construct 96 residential units and 18 commercial units.
- 4. The Developers shall allot residential units to the Original Licensees and shall retain the balance units on Ownership Basis as more particularly defined in the Schedule herein in accordance with their proportion as defined hereto in the schedule.
- 5. Any one of the aforesaid original licensees, shall be at liberty to assign, sell, transfer, gift or retain the flats/shops allotted to him/her/them without having the requirement to obtain consent from the other licensee to this agreement. However, if the consent is requested or required at any time, then other licensees shall extend their co-operation and sign necessary documents, agreements, undertakings, affidavits, indemnities, etc as required for the effective transfer of flats/shops to be constructed on the said plot and if required shall become confirming parties to the said agreement. Consent of Developers shall be mandatory before any sell, transfer, gift or assignment of the Original Licensee's unit in any manner. It shall be mandatory that in any agreement.

6. The Developers shall be at liberty to sell the flats and shops retained by her as per these presents and as reproduced hereunder on ownership basis and the

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For ZENISHA INFRA 4 7 77 RTNERS



अप्रिता जरुकारत प्रवर्श अप्रिता जरुकारत प्रवर्श Original Licensee, if required shall join the Agreement for Sale between the Promoter and the prospective allottees. No consent of Original Licensee shall be required for sell/transfer/assignment of units by Developers to Prospect Allottees. HAL

- 7. This Agreement is supplement to the Tripartite Agreement dated 20/01/2021 and shall be read in conjunction with the same.
- 8. It is agreed by and between the parties hereto that all the terms and conditions

of the said Tripartite Agreement shall remain same i.e. it shall remain unchanged. ANGE



### Description of the Property

All that piece and parcel of land bearing Plot No. 85, area admeasuring about 1920.00 Sq. Mtrs. of the situated in Sector No. 7, Node Pushpak, Village-Dapoli Tal. Panvel, Dist. Raigad.

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## For ZENISHA INFRA

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#### SCHEDULE II

(Share of 1) MR. GAJANAN DATTU MHATRE, 2) MR. KRISHNA DATTU MHATRE, 3) MR. HEMANT DATTU MHATRE 4) MRS KALAVATI MARUTI MHATRE, 5) MR. SANDESH MARUTI MHATRE, 6) MR. SAMIR NAMDEY MHATRE, 7) MRS. PADUBAI NAMDEV MHATRE, 8) MR. ANAND NAMDEO MHATRE, 9) MRS. SANKITA MARUTI MHATRE, 10) MRS. ANANDI NAMDEV TAREKAR, 11) MRS. SUVARNA NAMDEO PATIL, 12) MRS. SUMTRA CHANDRAKANT PAWASHE, 13) MRS. SUNITA VITTHAL PATIL. shall not be required for the assignment, sale, gift, transfer or mortgage of below mentioned flats/shops, however consent of the Promoter shall be required)

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| Flat No 23                 | RERA Carpet Area | Shop No    | RERA Carpet Area (In SqMtrs) |
|----------------------------|------------------|------------|------------------------------|
| 5 <b>3</b> 1               | (In SqMtrs)      |            |                              |
| 401,601,801,1001,1201      | 32.882 SqMtrs    | Shop no 09 | 26.812 SqMtrs                |
| 402,602,802,1002,1202      | 32.882 SqMtrs    | Shop no 11 | 26.812 SqMtrs                |
| 403,603,803,1003,1203,1303 | 33.560 SqMtrs    | Shop no 12 | 26.812 SqMtrs                |
| 404,604,804,1004,1204      | 37.007 SqMtrs    | Shop no 13 | 31.200 SqMtrs                |
| 405,605,805,1005,1205      | 37.007 SqMtrs    | Shop no 14 | 35.100 SqMtrs                |
| 406,606,806,1006,1206      | 51.558 SqMtrs    | Shop no 15 | 31.200 SqMtrs                |
| 607,807,907,1007,1207      | 60.444 SqMtrs    | Shop no 16 | 26.812 SqMtrs                |
| 408,608,808,1008,1208,1308 | 60.444 SqMtrs    | Shop no 17 | 26.812 SqMtrs                |
| 409,609,1009,1209,1309     | 33.525 SqMtrs    | Shop no 18 | 39.000 SqMtrs                |

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### SCHEDULE III

(Share of M/S. Zenisha Infra Through Partners, 1) Mr. VASARAM BHOJA RAJPUT, 2) MR. BHARAT KARMAN ARETHIA - No Consent of Original Licensee shall be required. If required, Original Licensees shall be Confirming Party)

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| Flat No               | RERA Carpet Area | Shop No    | RERA Carpet Area (In |
|-----------------------|------------------|------------|----------------------|
|                       | (In SqMtrs)      |            | SqMtrs)              |
| 501,701,901,1101,1301 | 32.882 SqMtrs    | Shop no 1  | 36.967 SqMtrs        |
| 502,702,902,1102,1302 | 32.882 SqMtrs    | Shop no 2  | 34.458 SqMtrs        |
| 503,703,903,1103      | 33.560 SqMtrs    | Shop no 3  | 33.550 SqMtrs        |
| 504,704,904,1104,1304 | 37.007 SqMtrs    | Shop no 4  | 37.088 SqMtrs        |
| 505,705,905,1105,1305 | 37.007 SqMtrs    | Shop no 5  | 37.210 SqMtrs        |
| 506,706,906,1106,1306 | 51.558 SqMtrs    | Shop no 6  | 23.334 SqMtrs        |
| 407,507,707,1107      | 60.444 SqMtrs    | Shop no 7  | 57.805 SqMtrs        |
| 508,708,908,1108      | 60.444 SqMtrs    | Shop no 8  | 28.821 SqMtrs        |
| 509,709,909,1309      | 33.525 SqMtrs    | Shop no 10 | 26.812 SqMtrs        |
| 301                   | 33.560 SqMtrs    |            |                      |
| 302                   | 37.007 SqMtrs    | -          |                      |
| 303                   | 37.007 SqMtrs    | -          | For ZENISHA INFRA    |
| 304                   | 51.558 SqMtrs    | -          | 2- 22                |
| 305                   | 60.444 SqMtrs    |            |                      |
| 306                   | 60.444 SqMtrs    |            | (Dhono)<br>PARTNERS  |
| . 1 (                 | 1000             |            | PARTNER              |

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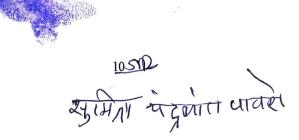
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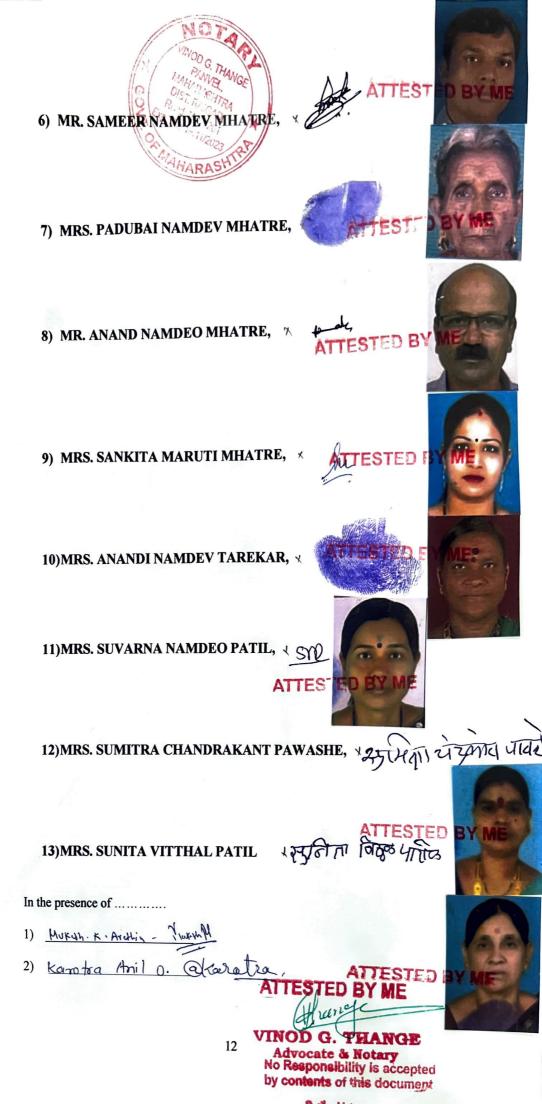


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IN WITNESS WHEREOF the parties hereto have bereunto set and subscribed their respective hands and seals on this 15th day, FEBRUARY 2023 first hereinabove written. SIGNED, SEALED & DELIVERED By the within named "THE PROMOTER/DEVELOPERS" M/S. Zenisha Infra Through Partners For ZENISHA INFRA ) BHARAT KARMAN ARETHIA PARTNERS For ZENISHA INFRA ASARAM BHOJA RAJPUT In nail PARTNERS In the presence of ..... 1) Mukesh. K. Arettin - Threnk 2) frantra Anil D. afalatra. ATTESTEN SIGNED, SEALED & DELIVERD BY THE LEC. Within named "ORIGINAL LICENSEES" 1) MR. GAJANAN DATTU MHATRE, J Martin 2) MR. KRISHNA DATTU MHATRE, , Machel 3) MR. HEMANT DATTU MHATRE, 🧎 ATTEST 4) MRS. KALAVATI MARUTI MHATRE, 🧹 🌽 5) MR. SANDESH MARUTI MHATRE, J. SAN ATTEST 11 ATTESTED



3-1 MAR 2029