

508/6751

पावती

Original/Duplicate

Tuesday, May 04, 2021

नोंदणी क्र. :39म

11:57 AM

Regn.:39M

पावती क्र.: 7223 दिनांक: 04/05/2021

गावाचे नाव: सॉस्टपॅन

दस्तऐवजाचा अनुक्रमांक: बवई-4-6751-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: श्रद्धा सिताराम नांदोस्कर

नोंदणी फी

₹. 30000.00

दस्तऐवजाची फी

₹. 2100.00

पृष्ठांची संख्या: 105

एकूण:

₹. 32100.00

आपणास मूळ दस्त ,मंजूरल सिट,सूची-२ अंदाजे

12:14 PM ह्या वेळेस मिळेल.

DELIVERED

सहाय्यक निबंधक कार्यालय - २
मुंबई शहर स. ४

नाबार मुल्य: ₹. 7990802.715 /-

मोबदला ₹. 17463075/-

भरलेले मुद्रांक शुल्क : ₹. 523900/-

श. २
मुंबई शहर स. ४

1) देयकाचा प्रकार: DHC रक्कम: ₹. 2000/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 0305202104250 दिनांक: 04/05/2021

विकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: ₹. 100/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 0305202105215 दिनांक: 04/05/2021

विकेचे नाव व पत्ता:

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

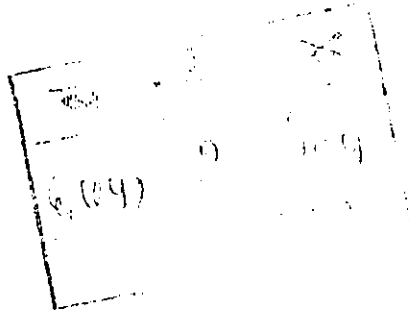
डीडी/घनादेश/पि ऑर्डर क्रमांक: MH014220561202021E दिनांक: 04/05/2021

विकेचे नाव व पत्ता:

Pre-Registration summary(नोंदणी पूर्व घोषवारा)

मूल्यांकन पत्रक (गृहरी क्षेत्र - बांधीप)					
Valuation ID	20210504307				04 May 2021, 10:52:11 AM बनईद
मूल्यांकनाचे वर्ष	2020				
निरहा	दुर्भ(वेन)				
मूल्य विभाग	15-सॉल्ट पॅन डिस्ट्रीक्ट				
दा मूल्य विभाग	15/105 भूभाग . हवागपून 15/105 A वाळून सॉल्ट पॅन विभागातील सर्व भूभाग.				
सर्व्हे नंबर / न. धू. क्रमांक :	इतर #				
वार्षिक मूल्य दर ठरवण्यानुसार मूल्यदर दर					
खुली नशीन	दिवसती संपन्निका	वर्षांतप	दुमने	ओळोगीक	मोजमापनाचे एकक
45460	96180	106120	157100	87020	चौरस मीटर
बांधीप क्षेत्राची माहिती	बांधकाम क्षेत्र(Built Up)-	68.76चौरस मीटर	मिळवतीचा वापर-	विवाही सधिका	मिळवतीचा प्रकार-
बांधकामाचे कायदा-	1-आर सी सी		मिळवतीचे वय-	0 TO 2वरे	मूल्यदर/बांधकामाचा दर -
वडवान सुविधा-	आडे		मनसा -	21st floor To 30th floor	बांधीप
Rs 96180/-					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt 02/01/2018					
मनसा निहाय घट/वाढ = 115% apply to rate= Rs.110607/-					
धसा-वानुसार मिळवतीचा प्रति जी. मीटर मूल्यदर					
= ((मूल्यक मूल्यदर - दुमना अविरोधा दर) * धसा-वानुसार टक्केवारी) + दुमना अविरोधा दर					
= (((110607-45460) * (100 / 100)) + 45460)					
= Rs.110607/-					
A) मुख्य मिळवतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळवतीचे क्षेत्र				
	= 110607 * 68.76				
	= Rs.7605337.32/-				
E) अदित वाहन तळाचे क्षेत्र	13.94चौरस मीटर				
अदित वाहन तळाचे मूल्य	= 13.94 * (110607 * 25/100)				
	= Rs.385465.395/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळवतीचे मूल्य + कडवाचे मूल्य + वेईकॉन घनता क्षेत्र मूल्य + सारथ्या मजलीचे मूल्य + अदित वाहन तळाचे मूल्य + अदित वाहन तळाचे मूल्य + दुमना अविरोधात वाहन टक्केचे मूल्य + हवाही घनताका दुमना मजलीचे मूल्य + अदित वाहन तळाचे				
	= A + B + C + D + E + F + G + H + I				
	= 7605337.32 + 0 + 0 + 0 + 385465.395 + 0 + 0 + 0 + 0				
	=Rs.7990802.715/-				

Home Print





04/05/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

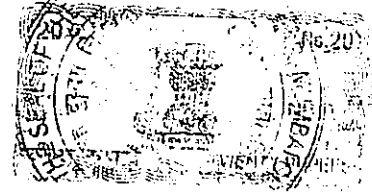
दस्त क्रमांक : 6751/2021

नोंदणी :

Regn:63m

गावाचे नाव : सॉल्टपॅन

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	17463075
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	7990802.715
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : इतर माहिती: सदनिका क्र. 2602,26वा मजला,क्षेत्रफळ 62.51 चौ. मी. रेशा कार्पेट(म्हणजेच 673 चौ. फुट रेशा कार्पेट),युटीलिटी एरिया क्षेत्रफळ 0 चौ. मी. रेशा कार्पेट(म्हणजेच 0 चौ. फुट रेशा कार्पेट),एकुण क्षेत्रफळ 62.51 चौ. मी. रेशा कार्पेट,सोबत पोडीयम लेव्हलमधील एक वाहनतळ,दोस्ती औशनिया बिल्डींग,वी-विंग,दोस्ती इस्टर्न वे-फेझ 1 प्रोजेक्ट,अॅन्टॉप हील,विद्यालंकार कॉलेज रोड,वडाळा पूर्व,मुंबई-400037. सि. एस. क्र. 2ए/116(भाग)आणि 4/116 सॉल्टपॅन विभाग व इतर माहिती दस्तात नमुद केल्याप्रमाणे.((C.T.S. Number : 2A/116 (PART) AND 4/116 ;))
(5) क्षेत्रफळ	1) 68.76 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात आसेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-दोस्ती रिअॅल्टी लिमिटेड तर्फे अधिकृत हस्ताक्षरकर्ता कार्तिक हिमतलाल गोरडीया तर्फे कबुलीजवाबासाठी मुखत्यारपत्रधारक मनोज ठाकुर वय:-44; पत्ता:-प्लॉट नं. -, माळा नं: पहिला मजला, इमारतीचे नाव: लॉरेन्स आणि मायो हाऊस, ब्लॉक नं: -, रोड नं: २७६, डॉ. डी.एन. रोड, फोर्ट, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AACCD7714K
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-श्रद्धा सिताराम नांदोस्कर वय:-36; पत्ता:-प्लॉट नं. -, माळा नं: -, इमारतीचे नाव: बिल्डिंग क्र. २/४०३, ब्लॉक नं: -, रोड नं: वास्तू आनंद कॉम्प्लेक्स, पारसिक नगर, कळवा ठाणे, महाराष्ट्र, THANE. पिन कोड:-400605 पॅन नं:-AAJPZ4134H 2): नाव:-सिताराम राधाकृष्ण नांदोस्कर वय:-40; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बिल्डिंग क्र. २/४०३, ब्लॉक नं: -, रोड नं: वास्तू आनंद कॉम्प्लेक्स, पारसिक नगर, कळवा ठाणे, महाराष्ट्र, THANE. पिन कोड:-400605 पॅन नं:-AFJPN4058B
(9) दस्तऐवज करून दिल्याचा दिनांक	28/03/2021
(10)दस्त नोंदणी केल्याचा दिनांक	04/05/2021
(11)अनुक्रमांक,खंड व पृष्ठ	6751/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	523900
(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.

दुय्यम निबंधक वर्ग - २
सह शहर क्र. ४

Payment Details

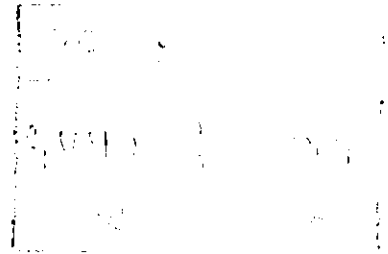
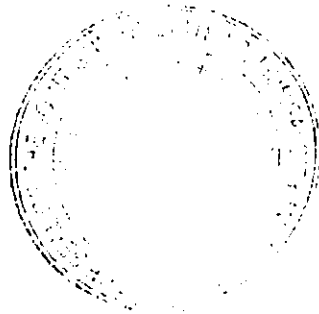
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DOSTI REALTY LTD	eChallan	69103332021032810975	MH014220561202021E	523900.00	SD	0000469912202122	04/05/2021
2		DHC		0305202104250	2000	RF	0305202104250D	04/05/2021
3		DHC		0305202105215	100	RF	0305202105215D	04/05/2021
4	DOSTI REALTY LTD	eChallan		MH014220561202021E	30000	RF	0000469912202122	04/05/2021

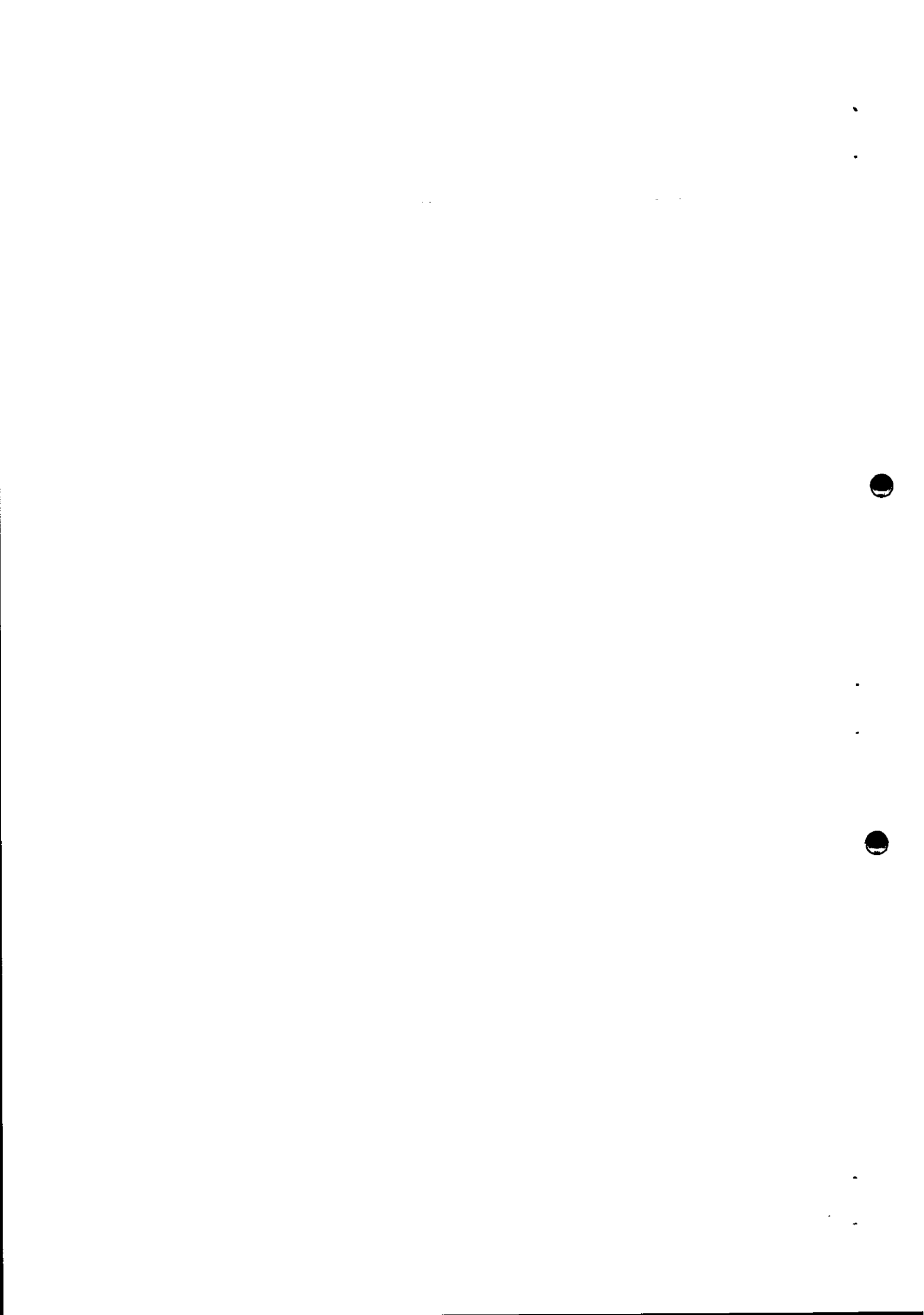
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0305202104250	Date 03/05/2021
Received from DOSTI REALTY LIMITED, Mobile number 0000000000, 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 PUNB	Date 03/05/2021
Bank CIN 10004152021050303829	REF No. 309712596
This is computer generated receipt, hence no signature is required.	

S. J. Joshi

S. J. Joshi

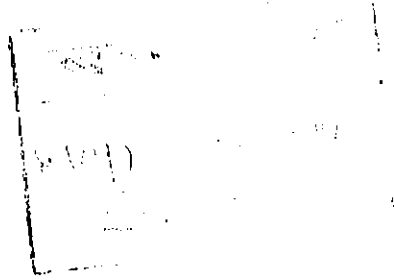




Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0305202105215	Date	03/05/2021
Received from DOSTI REALTY LIMITED, Mobile number 0000000000, an amount of Rs.100/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.			
Payment Details			
Bank Name	PUNB	Date	03/05/2021
Bank CIN	10004152021050304692	REF No.	309742523
This is computer generated receipt, hence no signature is required.			

S. J. Jadhav

S. Mondale





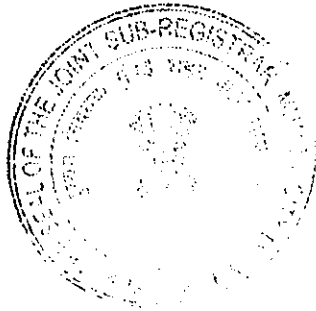
CHALLAN
MTR Form Number-6



GRN	MH014220561202021E	BARCODE	28 03 2021 15 36 56		Date	28/03/2021-15:36:56	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)					
				PAN No.(If Applicable)					
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4			Full Name	DOSTI REALTY LTD				
Location	MUMBAI								
Year	2020-2021 One Time			Flat/Block No.	FLAT NO 2602, 26TH FLOOR, DOSTI OCEANIA,				
				Premises/Building	DOSTI EASTERN BAY PHASE 1.				
Account Head Details	Amount In Rs.			Road/Street	ONE CAR PARKING, VIDYAALANKAR COLLEGE ROAD, WADALA (E).				
0030045501 Stamp Duty	523900.00			Area/Locality	MUMBAI				
0030063301 Registration Fee	30000.00			Town/City/District					
				PIN	4 0 0 0 3 7				
				Remarks (If Any)	SecondPartyName=SHRADDHA SITARAM NANDOSKAR-				
				Amount In	Five Lakh Fifty Three Thousand Nine Hundred Rupees				
Total	5,53,900.00			Words	Only				
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK					
	Cheque-DD Details			Bank CIN	Ref. No.	69103332021032810975		694935743	
Cheque/DD No.				Bank Date	RBI Date	28/03/2021-15:39:07		Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK				
Name of Branch				Scroll No. , Date	Not Verified with Scroll				

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 7045690271



[Handwritten Signature]

[Handwritten Signature]



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0305202105215

Receipt Date 04/05/2021

Received from DOSTI REALTY LIMITED, Mobile number 0000000000, an amount of Rs.100/-, towards Document Handling Charges for the Document to be registered on Document No. 6751 dated 04/05/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 100

DEFACED

Payment Details

Bank Name PUNB

Payment Date 03/05/2021

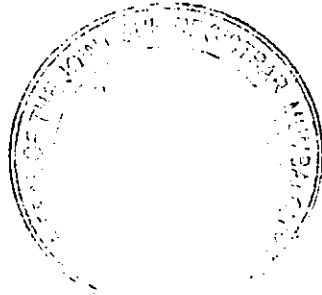
Bank CIN 10004152021050304692

REF No. 309742523

Deface No 0305202105215D

Deface Date 04/05/2021

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



S. J. Jale

S. J. Jale

₹ 100/-
03/05/2021
309742523



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0305202104250

Receipt Date 04/05/2021

Received from DOSTI REALTY LIMITED, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6751 dated 04/05/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name PUNB

Payment Date 03/05/2021

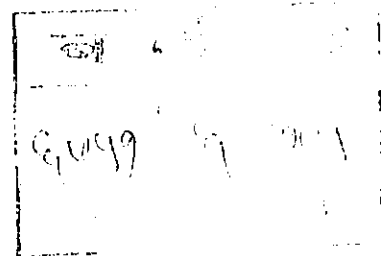
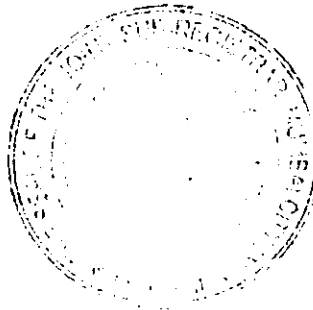
Bank CIN 10004152021050303829

REF No. 309712596

Deface No 0305202104250D

Deface Date 04/05/2021

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



[Faint handwritten text]

२०२१	२०२१
२०२१	२०२१



AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this 28th day of March, 2021

BETWEEN

[Handwritten signature]

[Handwritten signature]

[Handwritten number 2]

[Handwritten signature]

[Handwritten signature]

DOSTI REALTY LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Lawrence and Mayo House, 1st floor, 276, Dr. D. N. Road, Fort, Mumbai - 400 001, hereinafter referred to as "the Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

AND

- 1) MS. SHRADDHA SITARAM NANDOSKAR
- 2) MR. SITARAM RADHAKRISHNA NANDOSKAR

an/both/all Indian Inhabitant/s adult/s having his/her/their common address/s at BLDG NO 2/403. VASTU ANAND COMPLEX PARSIK NAGAR, KALWA, THANE MUMBAI 400605, 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 the Deed of Conveyance dated 18th June 2010 executed by and between Golden Falcon Pacific Limited of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Mumbai City-1 under Serial No. BBE-1/4601/2010, the said Golden Falcon Pacific Limited sold and conveyed to the Promoter, all those pieces or parcels of freehold land bearing Cadastral Survey Nos. 2A/116 and 4/116 of Salt Pan Division and admeasuring 12,775.17 square metres or thereabout, and bearing Cadastral Survey No. 4/356 of Matunga Division admeasuring 5891.91 square metres or thereabout, situate, lying and being at Antop Hill, abutting Vidyalankar College Road, Wadala (East), Mumbai – 400 037, 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"), for the consideration and on the terms and conditions mentioned therein;
- (ii) In the circumstances the Promoter is the sole and absolute owner of, and well and sufficiently entitled to the Larger Land;

Amenity Plot

- (iii) As per the Sanctioned Plan, the required Amenity Open Space for Residential Zone for the Larger Land is 933.35 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 Apex Body (as defined below), but shall be conveyed in favour of the MCGM;

The Land

- (iv) The balance portions of the Larger Land (i.e. after deducting the area of the Amenity Plot) admeasures 17,733.73 square metres or thereabout, in the aggregate (and is more particularly described in the **Second Schedule** hereunder written and shown on the Plan thereof annexed hereto and marked **Annexure-2** and thereon shown surrounded by thick red-colour boundary line and hereinafter referred to as "the Land");

Conversion to residential user

- (v) The Land was originally situated in the Special Industrial (I-3) Zone. On obtaining the No-objection Certificate dated 2nd December, 2010 from the Labour Commissioner by the Promoter, MCGM has granted sanction for the conversion of the Land to residential use;

PPL Scheme

- (vi) 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 Promotion Regulations for Greater Mumbai, 2034 (earlier Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991) (hereinafter referred to as "the PPL Scheme"), accordingly, and pursuant to the application submitted by the Promoter to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") in that regard, the MCGM by its Letter of Intent bearing No. CHE/1607/MC/Rds & Tr/C-73 dated 15th November 2014 read with revised Letter of Intent bearing No. Ch.E./3167/MC/Roads & Tr/C-73 dated 26th February 2019, 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;

Phase-wise development

- (vii) The Promoter proposes to develop the said Land in phase wise manner by constructing thereon a Project called "Dosti Eastern Bay" comprising of a new building to be known as 'Dosti Eastern Bay' having 3 (three) level basement, ground floor, common 5 (five) level podium (including a clubhouse) and 5 (five) wings being Wing A, Wing B, Wing C, Wing D and Wing E to be constructed on the said common podium (hereinafter collectively referred to as the "the said Building or Project").

- (viii) The Promoter has prepared and submitted plans of 3 (three) level basement, ground floor, common 5 (five) level podium (including clubhouse) and Wing A and Wing B of the said Building for approval to the MCGM;

First Phase

- (ix) In the first phase of the Project, called "Dosti Eastern Bay – Phase 1" the Promoter will construct 3 level basement, ground floor, the common 5 level podium of the said Building and;

(a) "Dosti Marina" (i.e. Wing A as per present sanctioned plans) consisting of stilt (at 5th podium level) and 44 upper floors to be constructed by utilizing FSI of 22096 square metres or thereabout and to be constructed on land admeasuring 513 square metres or thereabout forming part of the said Land (and more particularly described in the Part-A of the Third Schedule hereunder written and shown in green-colour wash on the Plan of the Land annexed hereto as Annexure-2 and hereinafter referred to as "the said Wing A");

(b) "Dosti Oceania" (i.e. Wing B as per present sanctioned plans) consisting of stilt (at 5th podium level) and 44 upper floors to be constructed by utilizing FSI of 24337 square metres or thereabout and to be constructed on land admeasuring 575 square metres or thereabout forming part of the said Land (and more particularly described in the Part-B of the Third Schedule hereunder written and shown in orange-colour wash on the Plan of the Land annexed hereto as Annexure-2 and hereinafter referred to as "the said Wing"); and

(c) "Clubhouse" (i.e. Clubhouse and fitness center as per present sanctioned plan) consisting of stilt (at 5th podium level) and 1 upper floor with Swimming Pools and Fitness Center to be constructed by utilizing FSI of 872 square metres or thereabout, on the 5th Podium of the said Building (and shown in pink-colour wash on the Plan of the Land annexed hereto as Annexure-2 and the Clubhouse, Swimming Pools and Fitness Center are hereinafter referred to as "the Clubhouse");

Balance development

- (x) In the next phase or phases of development of the Project, the Promoter shall construct Wing C, Wing D and Wing E of the said Building as per the sanction obtained/to be obtained for the same;

- (xi) The Promoter has appointed M/s. Ramnani & Associates as architect (and Architect Hafeez Contractor as Design Architect) and JW Consultants LLP as structural engineers for the preparation of the structural designs and drawings of the said Building and the Promoter accepts the professional

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supervision of the architect and the structural engineers till the completion of the said Building;

- (xii) The Promoter has got the plans, specifications, elevations, sections and other details of the 3 level basement, ground floor, the common 5 level podium (including the Clubhouse) and the said Wing and the Wing A of the said Building, duly approved and sanctioned from the MCGM and has obtained Intimation of Disapproval ("IOD") bearing No. EB/7365/FN/Adated 24th September 2015 and Amended IOD bearing No. CHE/CTY/0953/F/N/337(NEW)/337/5/AMEND dated 17th November, 2020;
- (xiii) The MCGM has issued the Commencement Certificate ("CC") bearing No.EEBPC/7365/FN/Adated 13th April, 2016 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;
- (xiv) 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

- (xv) The Promoter has informed the Purchaser that out of the total FSI of 50454 square metres to be utilized for construction of the First Phase of the Project, at present, the plans have been sanctioned for 47304 square metres of FSI (*viz.* for the said Wing, the Wing A and Clubhouse) and the FSI of 3150 square metres is proposed but not yet sanctioned. The Promoter shall construct 4 additional floors (i.e. 45th to 48th Floors) in the said Wing and the said Wing A after obtaining the sanction for the same (hereinafter referred to as "the Proposed Plans");

Further Proposed Plans

- (xvi) The Promoter has further informed the Purchaser that in the next phase or phases of development of the Project, the Promoter shall be constructing (a) Wing C, (b) Wing D and (c) Wing E of the said Building, as per the sanction obtained/to be obtained for the same (hereinafter referred to as "the Further Proposed Plans");

Construction of the First Phase of the Project

- (xvii) The Promoter has commenced construction of the 3 (three) level basement, ground floor, common 5 (five) level podium, the Clubhouse, and the said Wing A and the said Wing of the said Building, as per the sanctioned plans;

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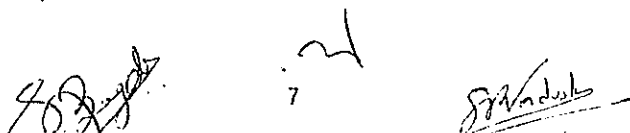
The Premises

- (xviii) The Purchaser has approached the Promoter to purchase, on "ownership basis", the residential premises being a flat in the said Wing (and more particularly described in the **Fourth Schedule** hereunder written and hereinafter referred to as "**the Premises**") for the total consideration more particularly mentioned in the **Fourth Schedule** hereunder written (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;
- (xix) 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 ground floor (part) 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 dated 15th November 2014 read with LOI dated 26th February 2019, 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 Apex 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 Apex Body (as defined below), but shall be conveyed in favour of the MCGM;
 - (d) The Promoter has provided various amenities *inter alia* in respect of the said Wing which are sanctioned as well as proposed. These amenities are not exclusive for the said Wing but shall be common and shared across all wings (current and proposed) in the said Building to be constructed on the Land;
 - (e) 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 of the premises in the said Wing (including the

Purchaser), Wing A, Wing C, Wing D and Wing E of the said Building, and such other persons or person, as the Promoter may in its sole discretion deem fit and proper, at any time in future). Without prejudice to the generality of the foregoing, the Purchaser shall be liable to bear and pay the *pro rata* share of all outgoings in respect of the Club House in addition to the payment of membership fees, usage and other charges (as applicable) and compliance of terms and conditions as may be imposed by the Promoter from time to time, and the Purchaser 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 are not exclusive for the said Wing but shall be common and shared across all wings/buildings (current and proposed) 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 operations and/or for usage of the Clubhouse in manner contemplated above;

- (f) The litigations pending in courts/forums/ authorities in respect of the Land or any part thereof are uploaded and updated from time to time on the MahaRERA website;
- (g) The Promoter has availed of a credit facility (financial assistance) from Housing Development Finance Corporation Limited (HDFC) (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 29th October 2015 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-5 under Serial No. BBE-5/3832 of 2015 and the Deed of Mortgage dated 8th May 2017 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-5 under Serial No. BBE-5/2894 of 2017 and the Deed of Mortgage dated 20th July 2020 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-4 under Serial No. BBE-4/4023 of 2020, on the terms and conditions mentioned therein;

- (xx) The Promoter is entitled and enjoined upon to construct the said Building (including the said Wing) on the Land in accordance with the recitals hereinabove;

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- (xxi) In the circumstances, the Promoter has the sole and exclusive right to sell the premises in the said Wing to be constructed by the Promoter on the Land and to enter into agreement/s with the purchasers of such premises therein and to receive and appropriate to itself, the sale consideration in respect thereof;
- (xxii) 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;
- (xxiii) Authenticated copies of (i) the Title Certificate dated 6th March, 2020 issued by Advocate Kiran Badgajar, (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 have been annexed hereto and marked as Annexures-3, 4, 5 (Colly) and 6 respectively;
- (xxiv) 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;
- (xxv) This Agreement is restricted to the Premises in the said Wing (as more particularly described in the **Fourth 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;
- (xxvi) 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;
- (xxvii) 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;
- (xxviii) 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 manner hereinafter appearing;

- (xxix) The Promoter has registered the said Wing as a part of the 'real estate project' under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai under No.P51900025142, and an authenticated copy of the Registration Certificate is annexed hereto and marked **Annexure-9**;
- (xxx) 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.

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

1. DEVELOPMENT AND CONSTRUCTION:

- 1.1 The Promoter is constructing/shall construct the First Phase of the said Building to be known as "Dosti Eastern Bay" comprising of 3 (three) level basement, ground floor, common 5 (five) level podium, the Clubhouse and 2 (two) wings being (i) Wing B consisting of Stilt (at podium level) and 44 upper floors (hereinafter referred to as "**the said Wing**") and (ii) Wing A consisting of Stilt (at podium level) and 44 upper floors, to be constructed on the said common podium on the Land, in accordance with the plans, designs, specifications presently approved by the MCGM and also the Proposed Plans and Further 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.
- 1.3 The Promoter is developing the Land under regulation 33 (18) of the Development Control and Promotion Regulations for Greater Mumbai, 2034. The Promoter shall construct the 3 (three) level basement and

ground floor (part) 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 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/or the Apex Body 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

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PPL Area and/or any amenities provided pursuant thereto to the Society and/or the Apex Body and/or otherwise.

- 1.8 The Promoter has informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that as per the present Development Control Regulations and the Development Plan, in the First Phase of the Project, the Promoter is utilizing FSI of 50454 square metres (out of which FSI of 47304 square metres is sanctioned and FSI of 3150 square metres is proposed but not sanctioned) comprising (i) Base FSI of 23586 square metres, (ii) FSI of 12685 square metres on account of the PPL Scheme (iii) Amenity Plot DRC/TDR of 2333 square metres and (iv) fungible FSI of 8700 square metres, according to which the First Phase of the Project/New Building is to consist of –
- (i) the PPL Area consisting of 3 (three) level basement and ground floor (part);
 - (ii) the ground floor (part) and common 5 (five) level podium;
 - (iii) Clubhouse on the 5th Podium level;
 - (iv) Dosti Marina Building (i.e. Wing A as per sanctioned plan) consisting of Stilt (at 5th podium level) and 48 upper floors (out of which 44 upper floors are sanctioned at present);
 - (v) Dosti Oceania Building (i.e. Wing B as per sanctioned plan) consisting of Stilt (at podium level) and 48 upper floors (out of which 44 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 3150 square meters by all the concerned authorities, the Promoter shall be entitled to construct four additional floors i.e. 45th to 48th Floors, on the said Wing and Wing A, 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).
- 1.10 The Promoter has further informed the Purchaser and the Purchaser hereby confirms that the Purchaser is aware that in the next phase/phases of the Project, upon sanction of the further proposed plans by all the concerned authorities, the Promoter shall be entitled to construct (i) Wing C consisting of Stilt (at 5th podium level) and 48 or more upper floors, (ii) Wing D consisting of Stilt (at 5th podium level) and 48 or more upper floors (iii) Wing E consisting of Stilt (at 5th podium level) and 48 or more upper floors, as shown in purple-colour hatched lines on the

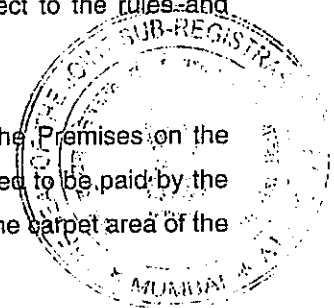
Plan annexed hereto as Annexure-11, and duly approved by the Purchaser (hereinafter referred to as "the Further Proposed Plans"), with such changes as are necessary for obtaining approval of the sanctioning authorities and the Purchaser shall not have, and shall not raise, any objection to the aforesaid and the Purchaser does hereby grant consent to the Promoter to carry out all the necessary acts, deeds, matters and things.

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 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 Space(s), subject to the rules and regulations of the Society (as defined below).

2.2 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 carpet area of the Premises.

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



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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.

3. CONSIDERATION :

3.1 The Purchaser agrees and covenants to pay the Consideration mentioned in the **Fourth Schedule** hereunder written in the manner set out 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 mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as "the Other Charges").

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.

3.6 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 15 (fifteen) 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-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 15 (fifteen) 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.

3.9 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 Certificate 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 liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter.

3.10 It is expressly agreed that any deduction of an amount made by the 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 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.
- 4.2 Time is the essence of the contract for the Promoter as well as the Purchaser. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the project and handing over the Premises to the Purchaser and the common areas to the Society (as defined below) after receiving the Occupation Certificate in respect 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.
- 4.3 The Promoter has commenced the construction of the said Wing and Wing A 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.
- 4.4 The Promoter shall form a single composite body comprising of the Society (as defined below) to be formed in respect of the said Wing and the societies formed with respect to the other wings of the said Building to be constructed on the Land (hereinafter referred to as "the Apex Body") for effective management and control of the common areas and facilities in the Land and execute the Deed of Conveyance *inter alia* of the Land in favour of the Apex Body.
- 4.5 The Promoter will provide the fixtures, fittings and amenities in the said Building and the Premises as set out in Annexure-12 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 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 its 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 Purchaser in remedying such breach or breaches within 15 (fifteen) days after the giving of such notice.

5.4 Upon termination of this Agreement –

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

5.5 If the Purchaser seeks a loan from financial institutions or banks or any 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 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 the Promoter, the rights of the Purchaser's Lender shall be subject/subservient to the rights of the Promoter.

6. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

6.1 It is expressly agreed that the rights of the Purchaser under this Agreement 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.

6.2 The Promoter shall be entitled to make variations, alterations, 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 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.

6.4 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.

6.5 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.

6.6 The Purchaser hereby grants his irrevocable authority and consent to the Promoter 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 permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter.

6.7 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 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

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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 nallah 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 shall belong solely to the Promoter.

6.10 The Purchaser agrees and gives his irrevocable consent to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the scheme of development in respect of the Land and/or to the building plans and further plans (whether envisaged at present or 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 Wing shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing, 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 car-parking 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 non-occupancy charges. It is clarified that the No-objection Certificate and/or other consent of the Society shall not be necessary for the sale and/or other transfer of any such premises by the Promoter.

6.12 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 over 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.

6.13 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 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.

6.15 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.

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 Wing, 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 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).

6.18 The Purchaser agrees to abide by any and all terms, conditions, rules 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 Wing is transferred to the Society and shall continue until the entire Land is fully and completely developed, and all the premises in all the buildings 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.

7. **POSSESSION:**

7.1 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, the stamp duty and registration charges in respect of the Premises are duly paid by the Purchaser.

7.2 The Promoter shall give possession of the Premises to the Purchaser, by 31st December, 2024 (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 outbreak (including without limitation, any general, local and/or site-specific lockdown measures/restrictions), force majeure and/or other act of god;
- (b) any notice, order, rule, notification, policy of the Government and/or other public, or competent authority/court and/or any litigation;
- (c) non-availability of labour, steel, cement, other building material, water 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
- (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, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 7.2 above, the amounts paid by the Purchaser towards the Purchaser's GST liability only, until the date of

termination/cancellation and deposited with the statutory authorities, shall be refunded to the Purchaser without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding GST amount paid/ deposited, from the statutory authorities and not otherwise.

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 15 (fifteen) 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 15 (fifteen) 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 Premises 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 Purchaser shall be entitled to receive from the Promoter, compensation as 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 otherwise required to restore 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

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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 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 Wing under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA (hereinafter referred to as "the Society") it being the intent that a separate co-operative society shall be formed in respect of each of the 5 wings of the said Building.

8.2 The Purchaser and the purchasers of the other premises in the said Wing 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. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.

8.3 The Society shall function as per the rules and regulations framed by the Promoter. All the development potential of the Land including the existing

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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 Apex Body in manner contemplated hereunder.

8.4 (a) The Promoter shall form the Apex Body for the maintenance, upkeep and repair/replacement of the common infrastructural facilities/requirements/conveniences and the common area/s which may ultimately serve all the wings of the said Building as may be finally constructed on the Land. The respective societies of the respective wings shall be the members of such Apex Body. The Apex Body 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 any such wing/s (the expenses thereof to be borne by them respectively). The Promoter shall execute the Deed of Conveyance, *inter alia*, of the Land in favour of the Apex Body.

(b) The aforesaid Apex Body shall be constituted and function under the guidelines as may 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.

9.2 The infrastructural facilities/requirements/ conveniences, utility services, etc. proposed to be housed/provided at the said Wing and such utilities/services, if extended to serve/be utilised by any of the other wings in the said Land, as the Promoter may deem fit, shall be utilized by the said Wings in common or partially with the other wings 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/s (that is already constructed and as may be further hereon) would serve/be utilised by the

other wings 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 all 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.

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

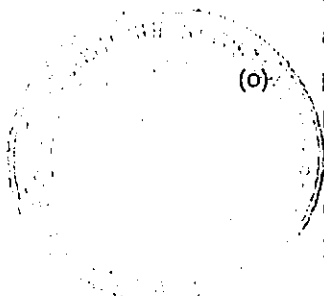
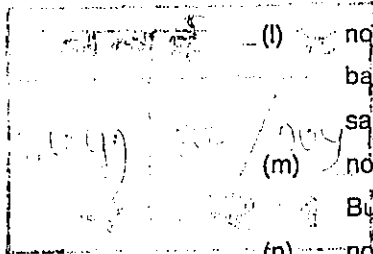
10.3 The Purchaser agrees and undertakes not to misuse the Car-parking Space(s), the meter room, the refuge area, the elevation features.

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 tenable 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 whatsoever;
- (c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to 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 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 of 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 and/or the other societies 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 part 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;

- (g) not to do or permit to be done any act which may render void or 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;
- (h) 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 out of chhaja work, renovations whereby the space used/to be used inside or outside the Premises gets extended;
- (i) not to carry-out any changes or modifications in the Premises, especially grinding, cutting, chiseling, impaling, smashing, breaking or removing of any wall or member, as the said Wing/Building is being constructed by using Aluminum Formwork 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;
- (j) agrees and confirms that all the deposits whether refundable or 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;
- (l) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the said Wing;
- (m) not to encroach upon or make use of any portion of the said 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;
- (o) pay to the Promoter within 15 (fifteen) days of demand by the Promoter, the Purchaser's share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Wing/said Building;



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- (p) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the 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;
- (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 and the Apex Body respectively, 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;
- (u) 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 the 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;
- (v) not to change the layout of the Premises;

- (w) not to change the shape and/or size of the windows;
- (x) 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 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.

10.5 The Purchaser shall not have, and shall not claim, any right, title and/or 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.

10.6 The Purchaser is aware and hereby confirms that the Promoter is 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.

10.7 The Purchaser agrees to grant to the Promoter, all the facilities, 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 amenities or facilities.

10.8 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 title of the Promoter to the Land. Without prejudice to, and in addition to

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 Promoter to the Land as also the Promoter's right to sell the Premises in manner 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, 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.

10.9 The Purchaser shall have no claim save and except in respect of the 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 and the Purchaser agrees and confirms to have read, agreed and understood 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

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authorities. 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.

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

- (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 in clause 10.11(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 Fire 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 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) There are certain court proceedings in respect of the Land which are presently pending, the details of which are mentioned on the MahaRERA website;
- (b) 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;
- (c) 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; and

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

11. **OUTGOINGS:**

11.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the 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 Wing is transferred to the Society and the Land is conveyed in favour of the Apex Body 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.8076/-, 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 Wing in favour of the Society and the conveyance of the Land is executed in favour of the Land in manner contemplated herein. On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.

11.2 The Purchaser shall, on demand and/or before taking possession of the 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").

- 11.3 The Other Charges to be collected by the Promoter under Clause 11.2 above 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 and when called for by the Promoter but in any case before asking for possession of the Premises.
- 11.4 It 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.
- 11.5 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 Wing 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.
- 11.7 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/or Apex Body and transfer of the Corpus Fund by the Promoter to the Society/Apex Body. 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;
- 11.8 The Purchaser on or before the Date of Handover or extended Date of Handover, undertakes to deposit with the Promoter an interest free

refundable amount, by way of deposit as a security (hereinafter referred to as "theFit-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 in the Premises. This Fit-out Deposit shall be refunded by the Promoter to the Purchaser upon completion of the fit-out/interior works in the Premises by the Purchaser or on completion of 1 (one) year from the date of receipt of Occupation Certificate by the Promoter with respect to the 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 fit-out/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;
- (c) The work of fit-out shall be carried out within reasonable and 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 fit-out/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 fit-out/interior works;

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- (e) 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. All cost and consequences in this regard will be to the account of the 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 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 the 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 such injury will be borne and paid by the Purchaser alone;
- (j) 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 contractor/workmen/agent/representative will be removed

forthwith and will not be allowed to re-enter the Premises or the said Building again;

- (k) The Purchaser shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance of such works;
- (l) The Purchaser 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;
- (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;
- (n) The Purchaser is aware that the Purchaser shall be required to 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;

- (p) The Purchaser is aware that the water requirement of the Purchaser for the purpose of fit-outs shall not be met by the Promoter;
- (q) The Purchaser is aware that the toilets in the said Wing/said Building shall not be permitted to be used by the Purchaser's workers/contractors;
- (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-2, 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 of the Occupation

Certificate in respect of the said Wing, transfer to the Society the structure of the said Wing(i.e. excluding the 3 (three) level basement, ground floor, common 5 (five) level podium (inclusive of the PPL Area) and the other wings of the said Building) 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 Agreement.

13.2 The Deed of Conveyance to be executed in respect of the Land, ground floor (part) and the Common 5 level Podium (excluding the PPL Area) constructed on the Land in favour of the Apex Body 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 the Apex Body and as also the aforesaid Deed of Conveyance in favour of the Society. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the aforesaid deeds of conveyance shall be borne and paid by all the purchasers of the various premises in the said Wing and/or the Society and/or the Apex Body, 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.

13.5 The Promoter shall, after completing all the phases of the development of the Land and within 3 (three) months from receipt of the full occupation certificate of the last of the societies in respect of all the wings to be constructed on the Land as aforesaid, convey/cause to be conveyed to the Apex Body *inter alia* the Land, and such conveyance shall be in keeping with the terms, and provisions of this Agreement.

14. PHASEWISE DEVELOPMENT OF THE LAND:

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

14.2 The Purchaser and the Society shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Land

and the infrastructure and common amenities and facilities of the Land 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 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 wings 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 to be carried out in phases), in accordance with the applicable rules and regulations.

15. **STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser alone. 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 said Wing and by the Apex Body on the Deed of Conveyance *inter alia in respect of* the Land.

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

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.

17. As required under the Notification No.REA.2018/C.R.106/RR-2 dated 6th 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 Registered Real Estate Agent, shall be paid by the Promoter/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

18. **METHOD OF CALCULATION OF PROPORTIONATE SHARE 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.

19. **ENTIRE AGREEMENT:**

This Agreement along with its schedules and annexures constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Premises. The Purchaser confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of 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 the Purchaser's viewing.

20. **RIGHT TO AMEND:**

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

21. **SEVERABILITY:**

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

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

23. **NOTICES:**

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:

Dosti Realty Limited

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

Notified Email ID: dostieasternbayphase1@dostirealty.com

Name of Purchaser

MS. SHRADDHA SITARAM NANDOSKAR

MR. SITARAM RADHAKRISHNA NANDOSKAR

Address

BLDG NO 2/403. VASTU ANAND COMPLEX PARIK NAGAR, KALWA, THANE MUMBAI 400605,

Notified Email ID: SHRADDHA.NANDOSKAR1@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 be.

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 name 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.

25. **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.

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.

27. **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 pieces or parcels of freehold vacant lands situated at Antop Hill abutting on Vidyaalankar College Road, Wadala (E), Mumbai – 400 037, bearing Cadastral Survey Nos. 2A/116, admeasuring 10,845.40 square meters thereabout and Cadastral Survey No. 4/116 admeasuring 1,929.77 square meters thereabout of Salt Pan Division and another freehold vacant land bearing Cadastral Survey No. 4/356, admeasuring 5891.91 square meters thereabout, of Matunga Division, aggregating to 18,667.08 square meters thereabout, in the Registration District and Sub-District of Mumbai City and bounded as follows: -

On or towards the East: By 116 & 1/116 of Salt Pan Division;

On or towards the West: By 355 & 3A/356 of Matunga Division;

On or towards the North: By 2/116 & 9/116 of Salt Pan Division & 355 of Matunga Division;

On or towards the South: By 3/147 of Salt Pan Division.

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the Land)

All that pieces or parcels of freehold vacant lands situated at Antop Hill abutting on Vidyaalankar College Road, Wadala (E), Mumbai – 400 037, bearing Cadastral Survey Nos. 2A/116 (pt) and Cadastral Survey No. 4/116 of Salt Pan

Division and another freehold vacant land bearing Cadastral Survey No. 4/356 (pt) of Matunga Division, aggregating to 17,733.73 square meters or thereabout, being a part or portion of the Larger Land mentioned in the First Schedule hereinabove, in the Registration District and Sub-District of Mumbai City and bounded as follows: -

On or towards the East: By 116 & 1/116 of Salt Pan Division;

On or towards the West: By 355 & 4/356 of Matunga Division & 2A/116 of Salt Pan Division;

On or towards the North: By 2/116 & 9/116 of Salt Pan Division & 355 of Matunga Division;

On or towards the South: By 3/147 of Salt Pan Division.

THE THIRD SCHEDULE REFERRED TO ABOVE

PART - A

(WING A - DOSTI MARINA BUILDING)

All that pieces or parcels of freehold vacant lands situated at Antop Hill abutting on Vidyaalankar College Road, Wadala (E), Mumbai - 400 037, bearing Cadastral Survey Nos. 2A/116(pt) of Salt Pan Division, admeasuring 513 square meters or thereabout, 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- DOSTI OCEANIA BUILDING)

All that pieces or parcels of freehold vacant lands situated at Antop Hill abutting on Vidyaalankar College Road, Wadala (E), Mumbai - 400 037, bearing Cadastral Survey Nos. 2A/116(pt) of Salt Pan Division and another freehold vacant land bearing Cadastral Survey No. 4/356(pt) of Matunga Division, admeasuring in aggregate to 575 square meters or thereabout, 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 Premises)

Flat No. 2602 on the 26th floor, admeasuring 62.51 square meters (equivalent to 673 square feet) of carpet area in B Wing of the said building i.e. Dosti Oceania Building on land bearing Cadastral Survey Nos. 2A/116(pt) of Salt Pan Division and another freehold vacant land bearing Cadastral Survey No. 4/356(pt) admeasuring in aggregate to 575 square meters or thereabout, in the Registration District and Sub-District of Mumbai City and duly registered as part of the "Dosti Eastern Bay - Phase 1" Project, with MahaRERA authority under Certificate bearing no.P51900025142, to be constructed on the land as more particularly described in the Part - B of Third Schedule herein above written.

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

(Description of Car Parking Space)

All that 1 (ONE)number of Podium Car Parking space for parking of 1 (ONE) number of cars on the Podium in the said Dosti Eastern Bay 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 shall be Rs. 1,74,63,075/-(Rupees One Crore Seventy Four Lakhs Sixty Three Thousand Seventy Five 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 Consideration
1	On or before the execution of this Agreement	10%
2	On or before 19-05-2021	5%
3	On or before 18-06-2021	5%
4	On or before Commencement of 10 th Slab of Superstructure of the said Wing	5%
5	On or before Commencement of 20 th Slab of Superstructure of the said Wing	10%
6	On or before Commencement of 30 th Slab of Superstructure of the said Wing	10%
7	On or before Commencement of 40 th Slab of Superstructure of the said Wing	10%
8	On Completion of Slabs including Podiums and Stilt of the said Wing	15%
9	On completion of internal walls, internal putty/gypsum, staircases, lift wells, lobbies upto the	10%

	the floor level of the Premises.	
10	On completion of external plumbing and external plaster/paint, elevation, terraces with waterproofing of the said Wing	5%
11	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 prescribed in this Agreement	10%
12	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. 17,46,308/- (Rupees Seventeen Lakhs Forty Six Thousand Three Hundred Eight Only) has already become due and payable, out of which the Purchaser has already paid a sum of Rs. 17,46,308/- (Rupees Seventeen Lakhs Forty Six Thousand Three Hundred Eight Only) on or before execution of this Agreement and agrees to pay the balance sum of Rs. NIL (Rupees NIL Only) to the Promoter in the following manner :-

- i) Rs NIL On or before
- ii) Rs..... On or before
- iii) Rs..... On or before
- iv) Rs..... On or before
- v) Rs..... On or before



(Other Charges)

The total Other Charges payable by Purchaser to Promoter, in respect of the Premises shall be Rs. 5,25,920/- (Rupees Five Lakhs Twenty Five Thousand Nine Hundred Twenty 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	35,000/-
2.	Club Membership (Excluding GST)	Non-Refundable & NonAccountable	1,00,000/-
3.	Advance outgoings for 12 months (Excluding Property Tax)	Deposit	96,912/-
4.	Layout Common Areas maintenance charges for 48 months	Deposit	64,608/-

5.	Share of Security Deposit	Deposit	1,25,000/-
6.	Club Outgoings for 24 months (Excluding GST)	Deposit	28,800/-
7.	Share money, application and entrance fee of the Organization or such other larger sum as may be required at the time. (Additional Rs.100/- per person if number of persons exceeds 1)	Deposit	600/-
8.	Fit Out Deposit	Deposit	75,000/-
	Total		5,25,920/-

- 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
 - ii. Registration Charges
 - iii. Goods and Service Tax (GST) on Purchase Price
 - iv. Goods and Service Tax (GST) on Other Charges
 - v. 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, Stamp Duty and Registration Charges shall be by cheque/demand draft/pay order/any other instrument drawn in favour of
 -"DRI Dosti Eastern Bay-Phase One Master Collection Escrow A/C

PAN of the parties hereto;

Name as on Pan Card

PAN NO.

Dosti Realty Limited
(Promoter)

AACCD7714K

MS. SHRADDHA SITARAM NANDOSKAR

AAJPZ4134H

MR. SITARAM RADHAKRISHNA NANDOSKAR

AFJPN4058B

(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

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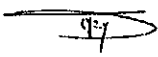

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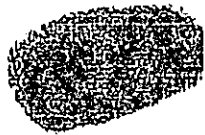
THE SIXTH SCHEDULE REFERRED TO ABOVE

(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

SIGNED AND DELIVERED by the)
Withinnamed "Promoter")
DOSTI REALTY LIMITED)
through its authorised signatory)
KARTIK GORADIA)
pursuant to the resolution passed at the meeting)
of the Board of Directors of the Company held on)
03/12/2020)

in the presence of)
(1) Dhiraj Tiwari )
(2) Shashi Tiwani )



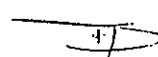

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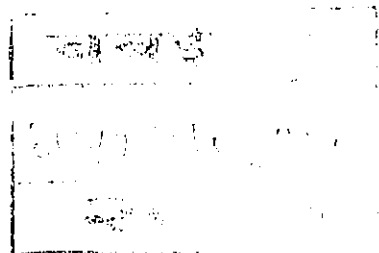
SIGNED AND DELIVERED by the)
Withinnamed "Purchaser")

MS.SHRADDHA SITARAM NANDOSKAR)

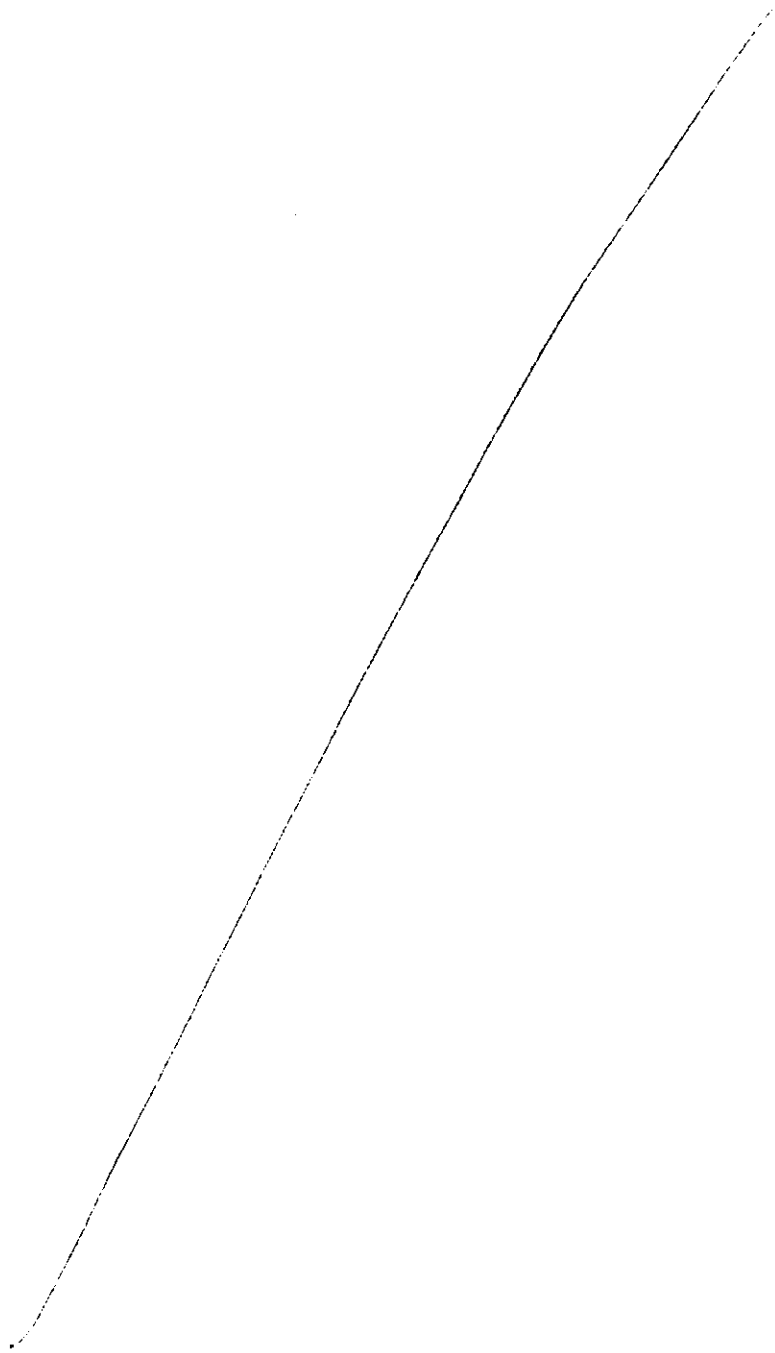


MR. SITARAM RADHAKRISHNA NANDOSKAR)

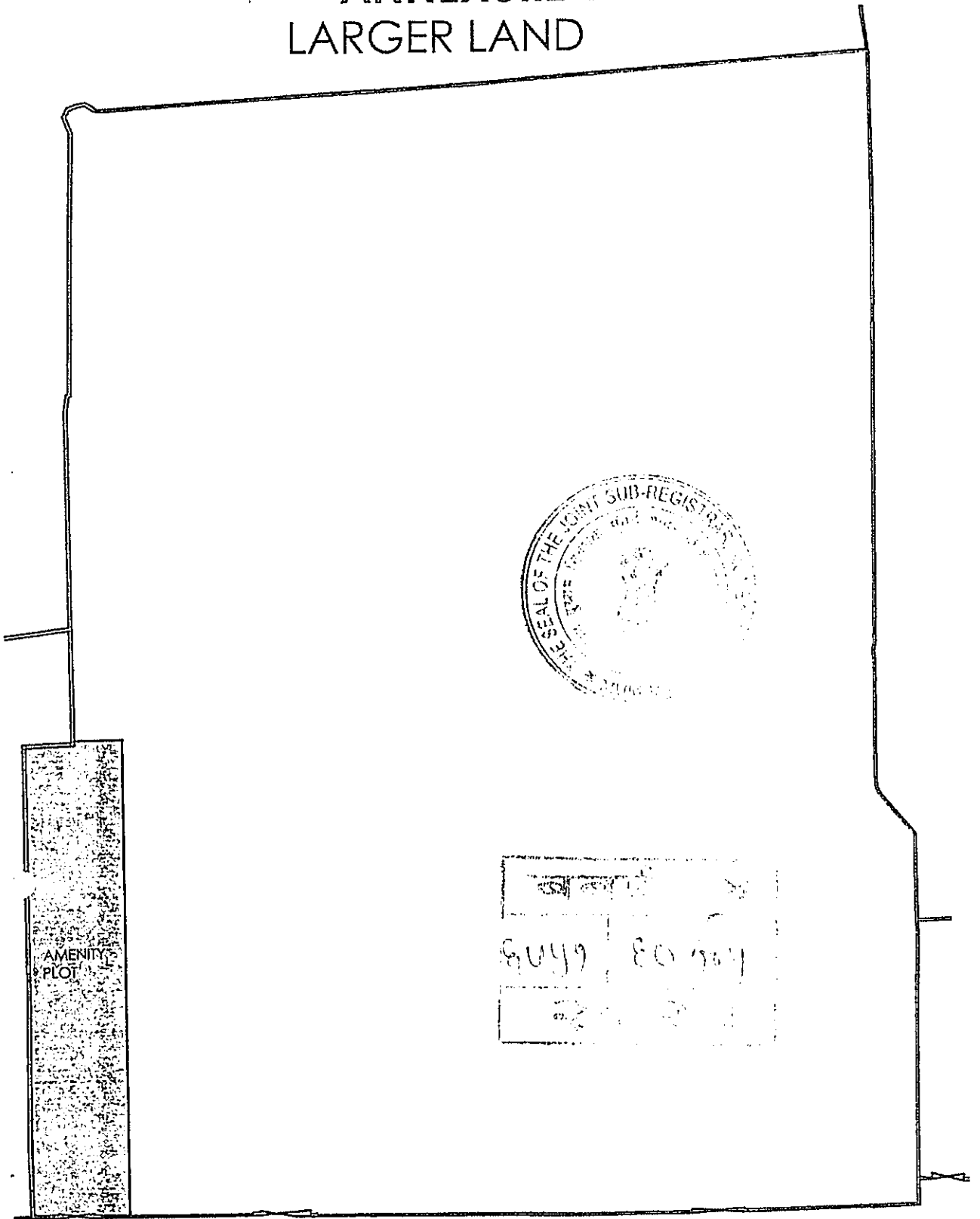
in the presence of)
(1) Dhiraj Tiwari )
(2) Shashi Tiwani )



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ANNEXURE 1 LARGER LAND

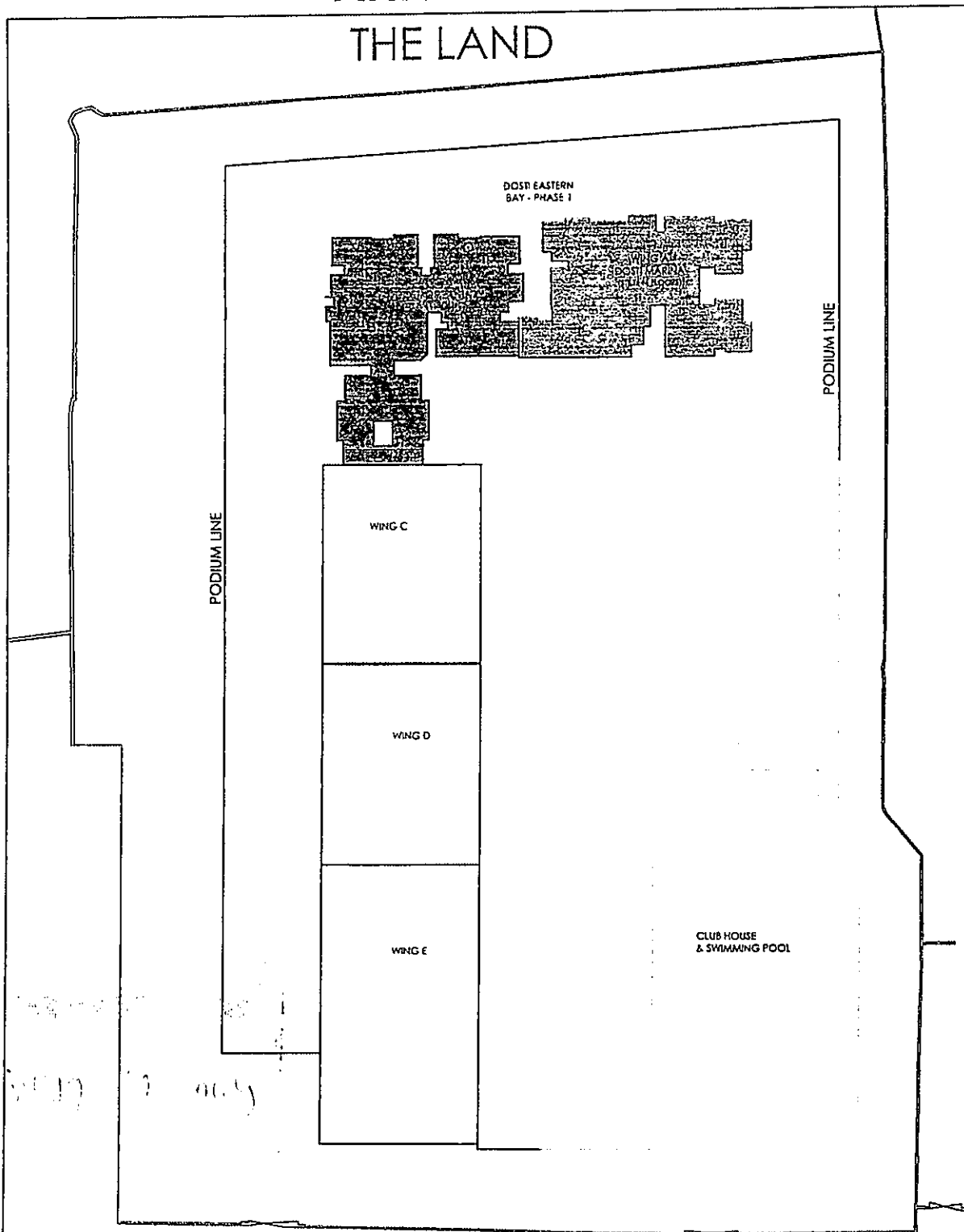


LEGEND - LARGER LAND				
SR.NO.	LEGEND	COLOUR	DESCRIPTION	AREA IN SQ.MT.
1		BLACK	LARGER LAND- PLOT BOUNDARY	18,667.06
2		BLUE	AMENITY PLOT	933.35
3		PINK	THE LAND- PLOT BOUNDARY	17,733.73

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ANNEXURE 2

THE LAND



LEGEND - THE LAND						
SLNO	LEGEND	COLOR	DESCRIPTION	SANCTIONED FLOORS	AREA/FT ²	IN SQ. MET.
1		RED	THE LAND		PILOT AREA	27,273.73
2		GREEN	WING A - DOSE MARINA	STRT AT PODIUM LEVEL + 44 FLOORS	SANCTIONED FSI:	72,025.45
3		ORANGE	WING B - DOSE OCEANIA	STRT AT PODIUM LEVEL + 44 FLOORS	SANCTIONED FSI:	26,315.83
4		PARK	CLUB HOUSE & SWIMMING POOL	STRT AT PODIUM LEVEL + 1 FLOOR	SANCTIONED FSI:	872.00

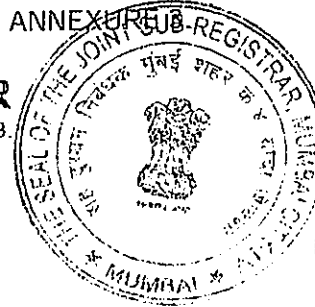
Handwritten signatures and initials:
 [Signature] M [Signature]



KIRAN BADGUJAR

B.A., LL. B.

Advocate High Court



4/576, Suryodaya C.H.S. Ltd.,
Ambarnathi, Thane - 421 501.
Mobile 98228 24181
Email : advocate_kiran2008@yahoo.com

Ref. No.: KSL-FC/2020

Date 06 MAR 2020

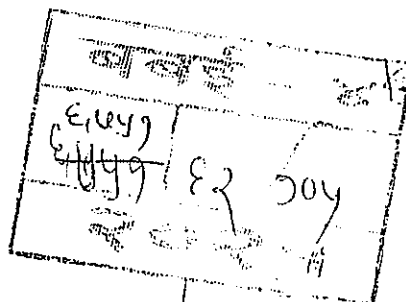
TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Ref : All that piece and parcel of freehold vacant land situated at Antop Hill ,
Mumbai – 400 037, bearing Cadastral Survey Nos. 2A/116 and 4/116,
admeasuring 12775.17 Sq. Mtrs of Salt Pan Division and Cadastral Survey
No. 4/356, admeasuring 5891.91 Sq. Mtrs. of Matunga Division, in the
Registration District and Sub-District of Mumbai City, (hereinafter referred to
as "said property") and more particularly described in the Schedule hereunder
written.

.....
This is to certify that, I have investigated the title of said property, owned by and
belonging to Dosti Realty Ltd, a Company duly incorporated under the provisions of
the Companies Act, 1956, having its registered office at Lawrence & Mayo House, 1st
floor, 276, D.N. Road, Fort Mumbai-400 001, and on perusal of documents, revenue
record and search reports in respect thereof. I observed as under:-

1. On perusal of revenue record and documents submitted, one Golden Falcon Pacific Ltd. was an absolute owner of said property.
2. By and under a Deed of Conveyance dated 18th June, 2010, registered at Sr. No. BOM-1/4601 of 2010 on 18th June, 2010, entered into by and between said Golden Falcon Pacific Ltd, as "the Vendors" of one part and said Dosti Realty Ltd. as "the Purchasers" of the other part, said Golden Falcon Pacific Ltd. have sold, conveyed and transferred said property for consideration and on the terms more particularly contained therein to and in favour of said Dosti Realty Ltd. and put them in vacant and peaceful possession of said property. By virtue of said Deed of Conveyance, the name of said Dosti Realty Ltd. has been recorded on the property cards of said property.



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Handwritten signature

3. By way of Deeds of Mortgage, registered at Sr. No. 3832 of 2015 on 29th October, 2015, and Sr. No. 2894 of 2017 on 8th May, 2017, the said property has been mortgaged with Housing Development Finance Corporation Ltd. on the terms and conditions as more particularly contained therein.
4. One Suit bearing No. 757 of 2019 in Hon'ble Bombay High Court, filed by Wadala Heights C.H.S. Ltd. against said Dosti Realty Ltd. and two others for damages and other reliefs in respect of Plaintiff's boundary wall adjacent to said property is pending. In the said suit no order prohibiting said Dosti Realty Ltd. from developing the said property and/or affecting the title of said Dosti Realty to said property has been passed by Hon'ble Court.
5. In view of above, I am of the opinion that the title of said Dosti Realty Ltd. in respect of said property is clear, marketable and free from all encumbrances and said Dosti Realty Ltd. are fully entitled to develop the same as per the plans sanctioned/to be sanctioned and deal with and dispose of the flats, shops and such other premises constructed or to be constructed thereon on ownership basis or otherwise and fully appropriate the proceeds thereof.

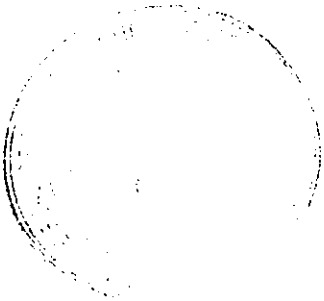
THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of freehold vacant land situated at Antop Hill, abutting on Vidyalankar College Road, Wadala (E), Mumbai – 400 037, bearing Cadastral Survey Nos. 2A/116, admeasuring 10,845.40 Sq. Mtrs., Cadastral Survey No. 4/116 admeasuring 1,929.77 Sq. Mtrs. of Salt Pan Division and another freehold vacant land bearing Cadastral Survey No. 4/356, admeasuring 5891.91 Sq. Mtrs. of Matunga Division, (total area admeasuring 18,667.08 Sq. Mtrs.), in the Registration District and Sub-District of Mumbai City.

Date : 06 MAR 2020



Kiran
KIRAN BADGUJAR
Advocate High Court



S. Badgujar

m

S. Badgujar

ANNEXURE 5



MUNICIPAL CORPORATION OF GREATER MUMBAI

Amended Plan Approval Letter

File No. CHE/CTY/0953/F/N/337(NEW)/337/5/AMEND dated 17.11.2020

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
Mumbai.

CC (Owner),
Dosti Reality Ltd.
Lawrence & mayo house, 1st Floor,
276 Dr. D.N.Road Fort, Mumbai-
400001

Subject : Proposed building on plot bearing C. S. No. 2A/116 & 4/116 of Salt Pan division and 4/356 of Matunga Division in F/North Ward, at Wadala, Mumbai..

Reference : Online submission of plans dated 09.06.2020

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. and last amended plan shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
- 3) That payment towards following shall be made before asking for C.C.a) Additional Development Charges.b) Extra Water / Sewerage charges at A.E.W.W. F/North Ward, Office.c) Labour welfare Cess.d) Fungible Premium e) Staircase, lift, lift lobby premium f) Open space deficiencyg) Additional development cess
- 4) That the final N.O.C. from C.F.O. shall be submitted
- 5) That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
- 6) That the RUT cum Indemnity bond indemnifying MCGM against any claims, litigation, disputes arising out of change in the area of tenements, surrendering of areas of Non-Cess tenants shall be submitted before endorsement of CC.
- 7) That the C.C. shall be got endorsed as per the amended plan.
- 8) That the work shall be carried out strictly as per approved plan.
- 9) That the Registered Under taking for not misusing 1) the pocket terrace at 5th podium level with 1:5 slopes 2) fitness center shall be submitted before endorsement of CC.
- 10) That the work shall be carried out between 6.00 am to 10.00 pm only In accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by ministry of Environment & Forest Deptt. from time to time shall be duly observed.
- 11) That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- 12) That the specific NOC as per Hon'ble Supreme Court of India (S.L.P. Civil No. D23708/2017) Order in Dumping Ground Court Case dated 15/03/2018 shall be obtained from concerned department/ S.W.M. Department & in accordance with as per circular u/no. che/dp/2373/gen. dt. 25.04.2018 & Bank Guarantee shall be submitted.
- 13) That the NOC from High Rise Committee shall be submitted
- 14) That the RUT from Owner/Developer stating that the proposed parking spaces are provided with full potential as of now, in future, if full potential of the plot is not claimed, then the excess parking spaces will be handed over to MCGM free of encumbrances and free of cost

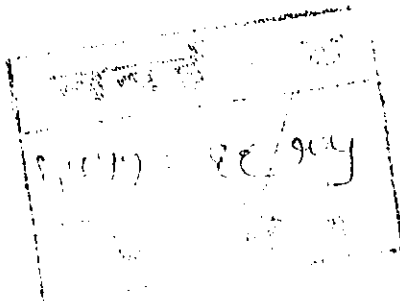
✓
Name : Dhanash Shivram Nalk
Designation : Executive
Engineer
Organization : Municipal
Corporation Greater Mumbai
Date : 17-Nov-2020 20:54:01

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/Nonn
- 3) D.O. F/North

- Forwarded for information please.



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Rota: 5000 (Gen-983:21.4.99)DyChE(BP)-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966,

No. EEBPC/7305/FNIA of dt 13/4/16

COMMENCEMENT CERTIFICATE

To,

The Owner
Smt Deepak Goradia
M/s. Doshi Realty Ltd.
Lawrence & Mayo House
D.N. Road, Fort, MUM. - 01
 Sir,

Ex. Eng. Bldg. Proposal (City) - II
 New Municipal Building, C. S. No. 355 B,
 Bhagwan Walmiki Chowk, Vidyalkar Marg
 Opp. Hanuman Mandir,
 Salt Pan Road, Antehill, Wadala (East)
 Mumbai - 400 037.

With reference to your application No. 3337 dated 17/11/2011 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town Planning Act., 1966, to carry out development for proposed bldg. on plot bearing C.S. No. 2A/11C & 4/11C of Salt Pan divn. and 4/355 of Matunga divn. and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to erect a building in Building No. --- on Plot No./C.S. No./T.S. No. 2A/11C, 4/11C, 4/3 Division/Village/Town Planning Scheme No. --- Situated at Road/Street at Wadala Ward --- the Commencement Certificate/Building permit is granted on the following conditions :-

- 1) The land vacated in 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 laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act., 1966.

7

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. D. B. Chhatlani Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

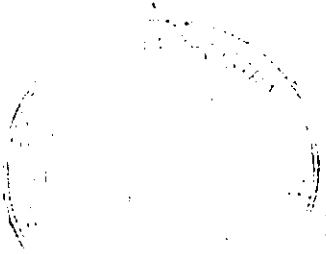
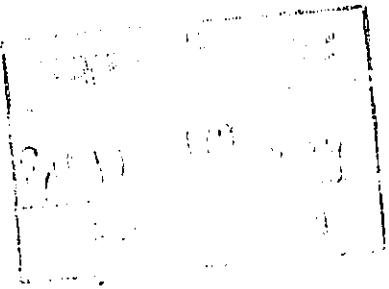
This Commencement Certificate is valid upto 12/4/2017

9) This C.C. is upto top of basement i.e. plinth C.C. as per I.O.D. dated 24/9/2015.

For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.

[Signature]
13/04/16
Assistant Engineer
Building Proposals (City)/(R&R) V

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.



[Handwritten signatures and initials]

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/CTY/0953/FN/337(NEW)

Office of Ex. Eng.
Building Proposal (City) III,
M.C.G.M. New building,
C.S.No.355B, Bhagwan Valmiki Chowk,
Vidhyalankar Marg, Antop Hill,
Wadala, Mumbai- 400 037.

To,
Shri. R. D. Shenoy, Architect,
M/s Ramnani & Associates,
Dosti Venus,
Dosti Acres, Wadala (E),
Mumbai-400037.

Sub: Redevelopment of Proposed building on plot bearing C. S. No. 2A/116
& 4/116 of Salt Pan division and 4/356 of Matunga Division in F/North
Ward, at Wadala, Mumbai.

Ref: 1) Your application for Revalidation of C.C.
2) Demand Note vide no. CHE/BP/27300/19.

Sir,

With reference to the above, the C.C. issued under No. CHE/CTY/0953/
FN/337(NEW) is revalidated for the further period upto 12/04/2020. A copy of
revalidation digitally signed herewith and same may be downloaded from your console
or from <http://www.autodcr.mcgm.gov.in/> Citizen Serch.aspx.

Yours faithfully,

S.E.(B.P) City- IX

A.E.(B.P) City- V

CHE/CTY/1585/FN/337(NEW)

Copy to,
Developer:
Shri Deepak Goradia,
M/s Dosti Reality Ltd.,
Lawrence & Meyo House,

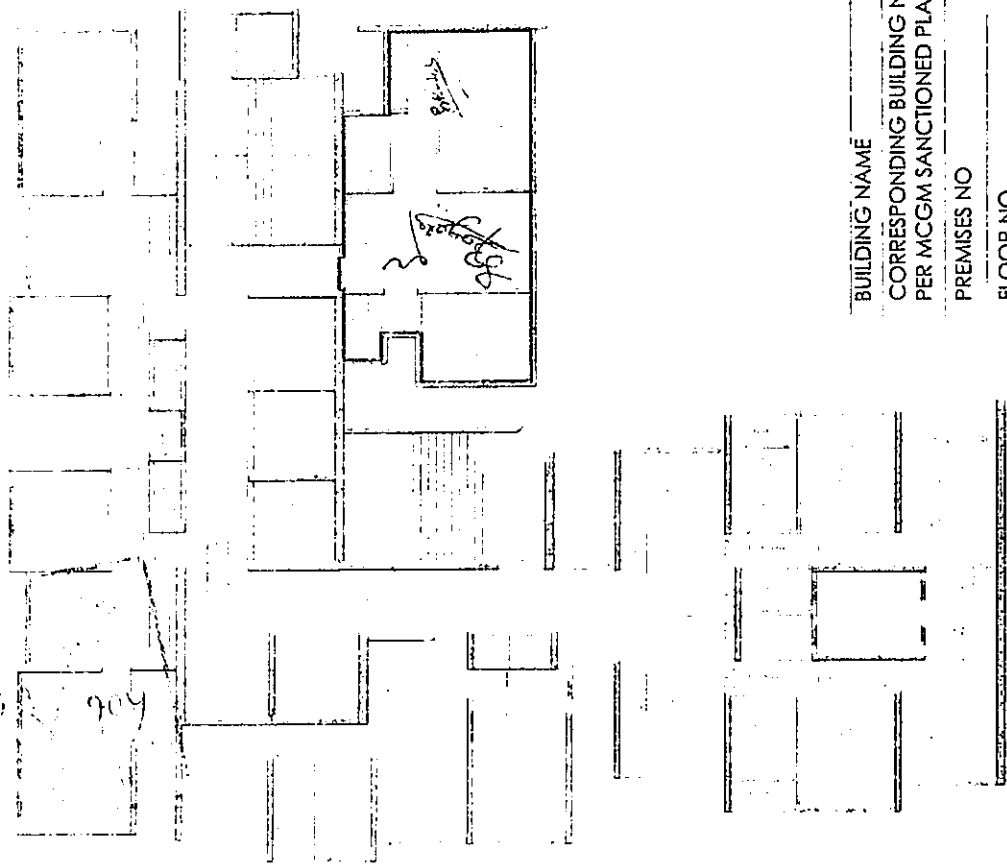
S.E.(B.P) City- IX

A.E.(B.P) City- V

ANNEXURE 6

TYPICAL FLOOR PLAN

DOSTI OCEANIA



FLOORS:

2ND TO 7TH

9TH TO 14TH

16TH TO 21ST

23RD TO 28TH

30TH TO 35TH

37TH TO 42ND

44TH

BUILDING NAME DOSTI OCEANIA

CORRESPONDING BUILDING NAME AS PER MCGM SANCTIONED PLAN WING B

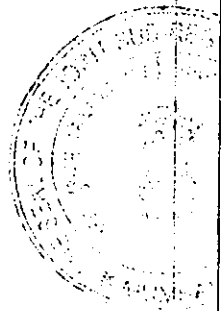
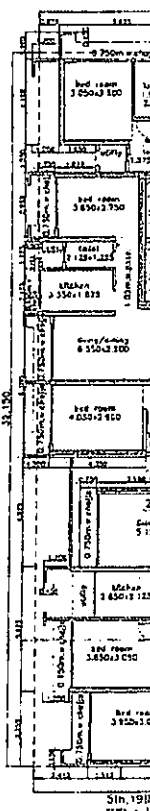
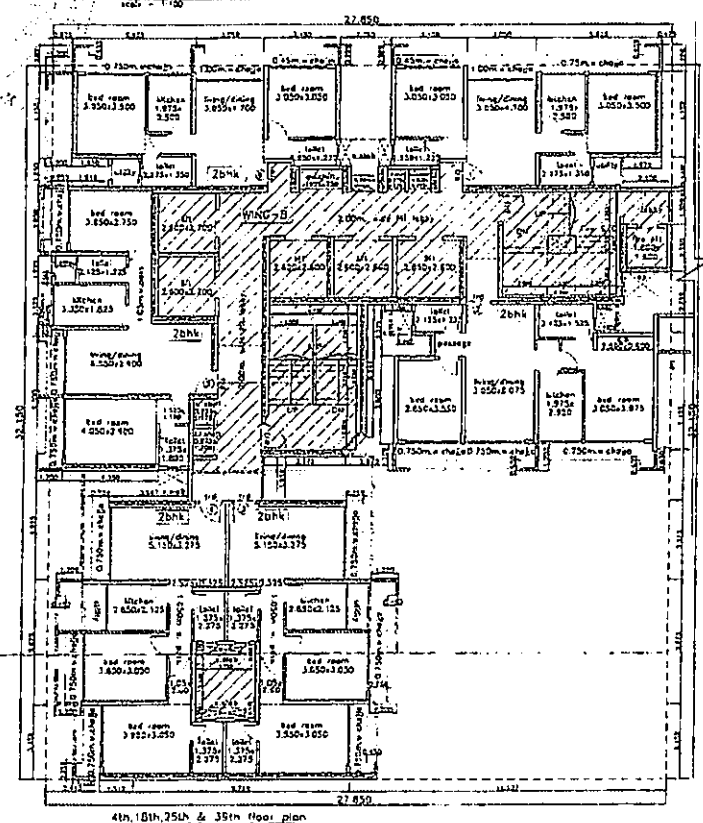
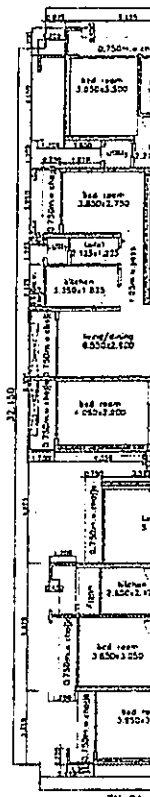
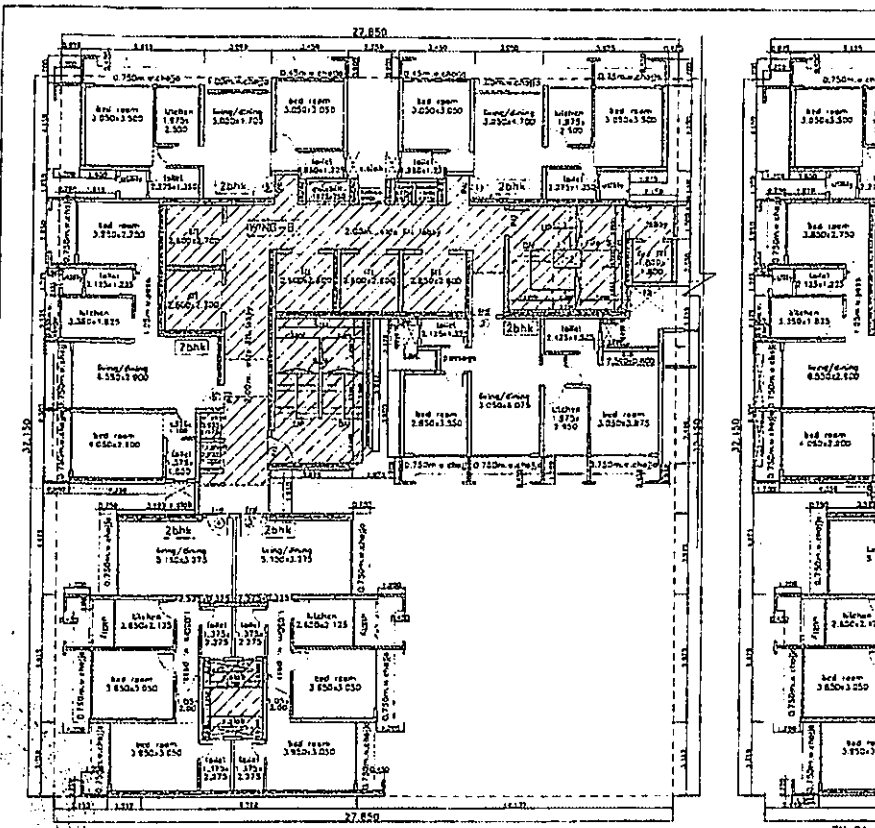
PREMISES NO

FLOOR NO

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Handwritten number 3

Handwritten signature



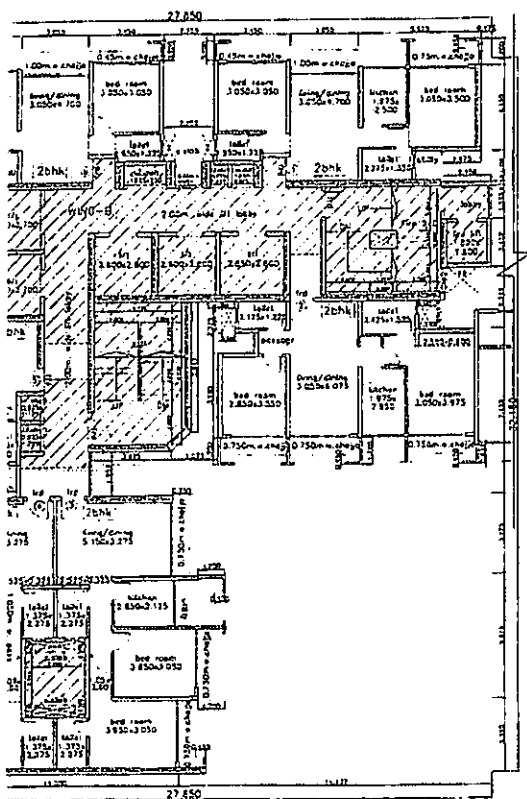
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9/10/99 Cor 100

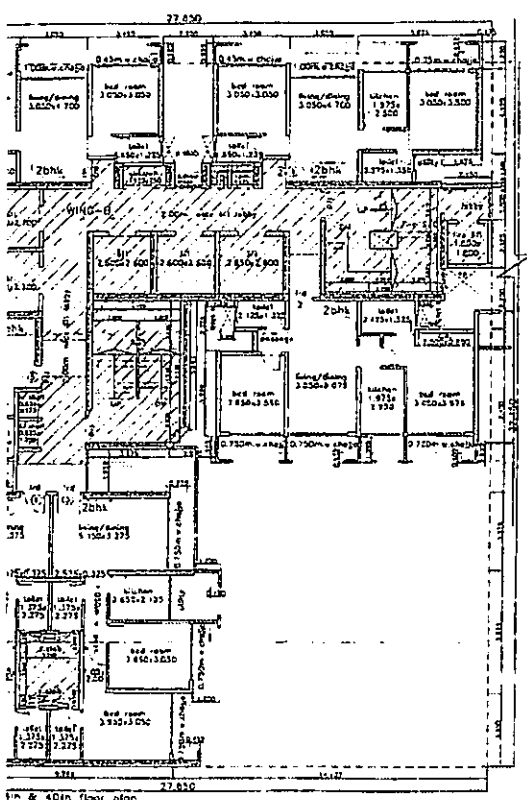
2/1/00

wing-15

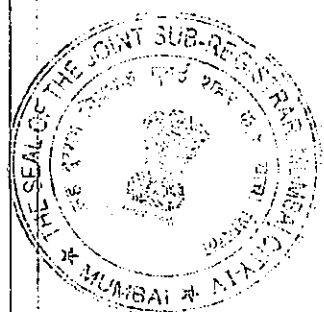
17/24



42nd floor plan

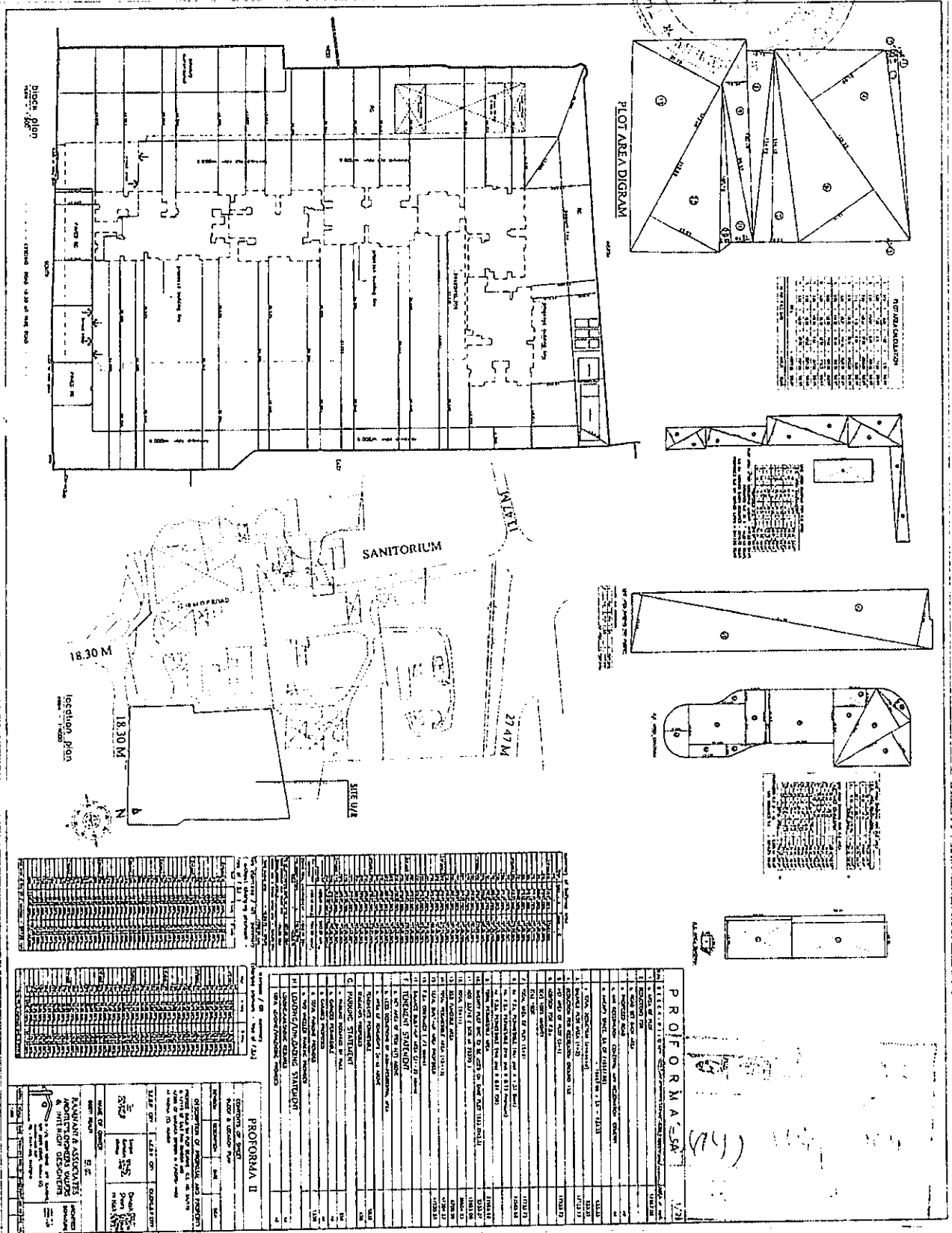
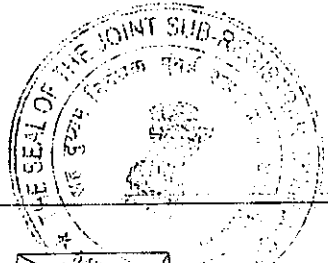


40th floor plan



PROFORMA II			
CONTENT'S OF SHEET			
Floor plans			
REVISION	DESCRIPTION	DATE	SIGN
DESCRIPTION OF PROPOSAL AND PROPERTY			
PROPOSE BUILD ON PLOT BEARING C.S NO 24/118 & 4/118 OF SALT PAN DIVISION AND 4/358 OF SANJUNGA DIVISION IN F/WORTHWARD AT MADALA (C) WARD			
S.E.B.P. CITY	A.E.B.P. CITY	EX.ENG.S.P. CITY	
NAME OF OWNER			
DOSTY REALTY			
RAMNANI & ASSOCIATES ARCHITECTS ENGINEERS VALUERS & INTERIOR DESIGNERS			ARCHITECT SIGNATURE
G-1/2, DOSTY VENUS, OFF. BARRACK, OPP. DOSTY ESTATE, MADALA (C) MUMBAI-400 031 TEL. 24771400, 24772310			
NOTED	SEAL	DATE	REMARKS OR BY (PRINT/STAMP NAME AND NO.)

Handwritten signature and date: 4/19/04



ANNEXURE I

Table with multiple columns and rows, likely a schedule of materials or specifications.

Table with multiple columns and rows, likely a schedule of materials or specifications.

PROFORMA II form with fields for name, address, and other details.

PROFORMA I form with multiple columns and rows, likely a schedule of materials or specifications.

PROFORMA I form with multiple columns and rows, likely a schedule of materials or specifications.

PROFORMA I form with multiple columns and rows, likely a schedule of materials or specifications.

Handwritten signature or initials.

Handwritten number '1'.



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

09-APR-21

DOSTI REALTY LIMITED
LAWRENCE & MAYO HOUSE
1ST FLOOR, 276
MUMBAI
maharashtra 400001

Sub : Release / No Objection to the sale of Unit 2602 in Building Dosti Eastern Bay Wing B in favour of SHRADDHA SITARAM NANDOSKAR & SITARAM RADHAKRISHNA NANDOSKAR in Project Dosti Eastern Bay located at Antop Hill, Wadala (East), Mumbai, Maharashtra.

Dear Sir,
This is with reference to your letter dated 03-APR-21 informing HDFC regarding the sale of the above mentioned unit to SHRADDHA SITARAM NANDOSKAR & SITARAM RADHAKRISHNA NANDOSKAR (the Purchaser) and your request for the NOC for sale and release of HDFC's charge on the unit.

Please note HDFC has perused your request and is agreeable to you selling the above mentioned unit and hereby releases its rights claims, interest and charge over the said Unit 2602 in Building Dosti Eastern Bay Wing B admeasuring about 673 sq.ft. carpet area in Project Dosti Eastern Bay, a Project financed by HDFC.

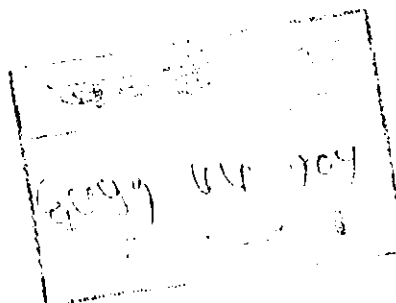
This NOC is subject to balance sales consideration (excluding TDS as applicable) being transferred/deposited into to Escrow Bank Account No. 57500000467372 held with HDFC Bank Limited.

Please also note that the sale of the above mentioned unit would/will not affect the charge of all other flats/shops/units including the land and construction thereon created in favour of HDFC Limited.

Yours faithfully ,

Housing Development Finance Corporation Limited

Authorised Signatory



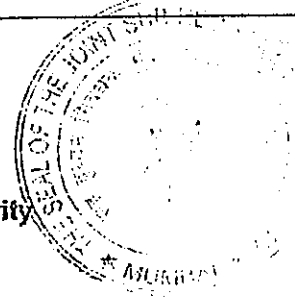
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

ANNEXURE 9



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 :
P51900025142

Project: *Dosti Eastern Bay - Phase 1 Plot Bearing / CTS / Survey / Final Plot No. 2A/116 OF SALT PAN DIVISION AND 4/356 OF MATUNGA DIVISION at FNorth-400037, Ward FNorth, Mumbai City, 400037;*

1. *Dosti Realty Ltd* having its registered office / principal place of business at *Tehsil: Ward ABCD, District: Mumbai City, Pin: 400001.*
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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;
 - o 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;
OR
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.
 - o The Registration shall be valid for a period commencing from 19/03/2020 and ending with 30/09/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - o 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.

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary MahaRERA)
Date: 01-12-2020 14:47:05

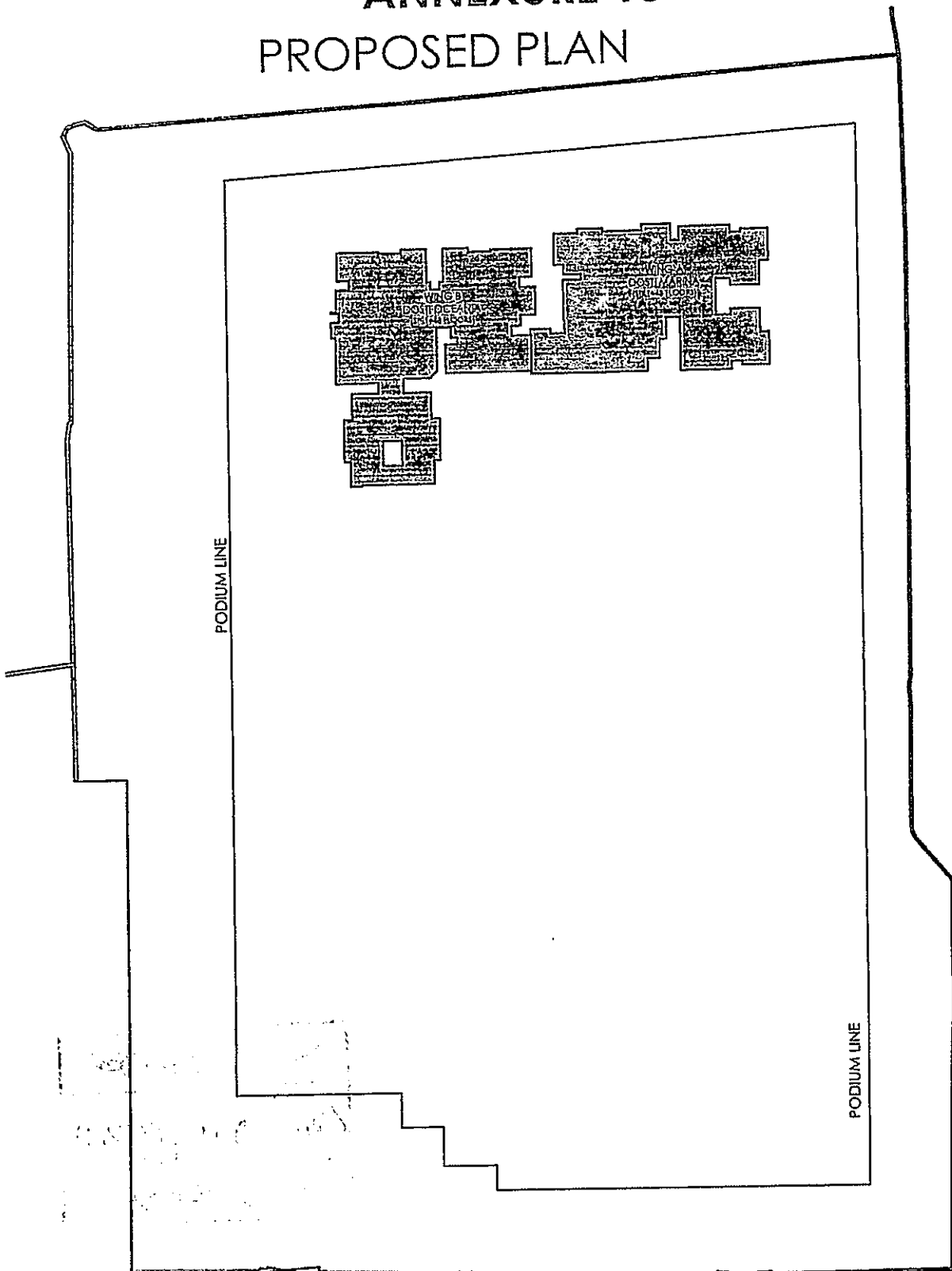
Dated: 19/03/2020
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

CA [Signature]

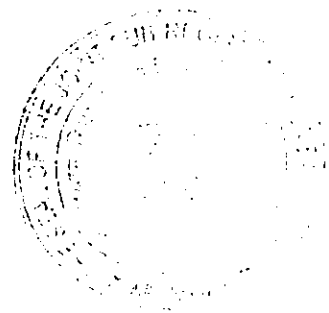
[Signature]

ANNEXURE 10 PROPOSED PLAN

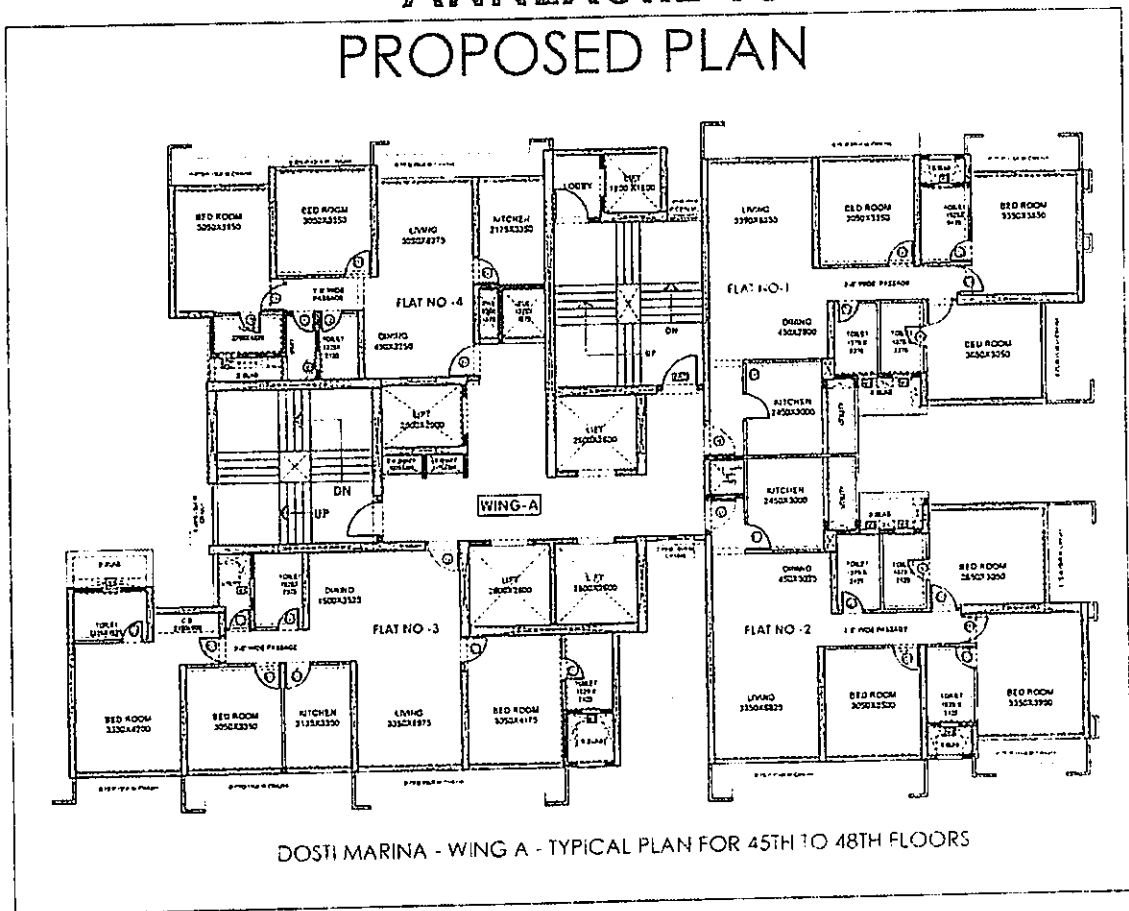


LEGEND - PROPOSED PLAN						
S.NO.	LEGEND	COLOUR	DESCRIPTION	PROPOSED FLOORS	AREA/31 PLOT AREA	IN SQ.MT.
1		RED	THE LAND			17,733.73
2		GREEN	WING A - DOSTI MARINA	STILT AT PODIUM LEVEL + 48 7 FLOORS	FSI	23,616.45
3		ORANGE	WING B - DOSTI OCEANA	STILT AT PODIUM LEVEL + 48 7 FLOORS	FSI	25,560.73

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 [Signature] 2 [Signature]



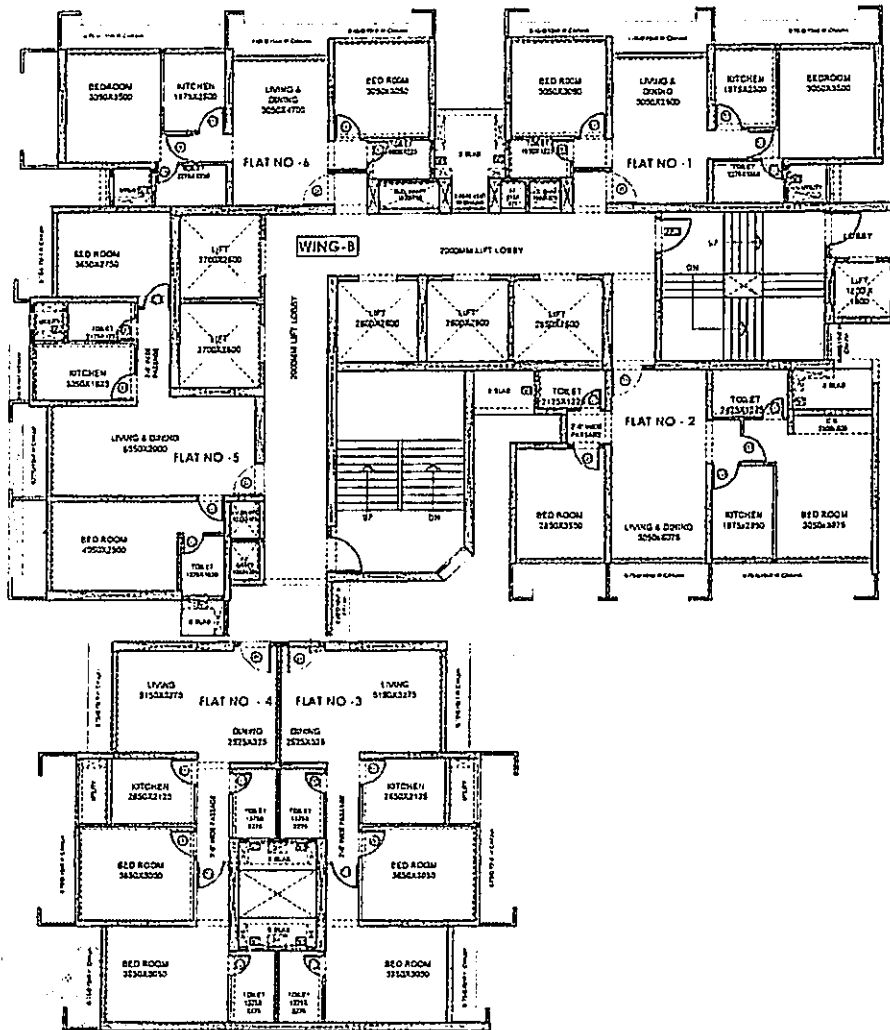
ANNEXURE 10 PROPOSED PLAN



Handwritten notes and signatures in a rectangular box, possibly indicating approval or specific details related to the plan.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left and a checkmark in the center.

ANNEXURE 10 PROPOSED PLAN



POSTLOGEANIA - WING B - TYPICAL PLAN FOR 45TH TO 48TH FLOORS

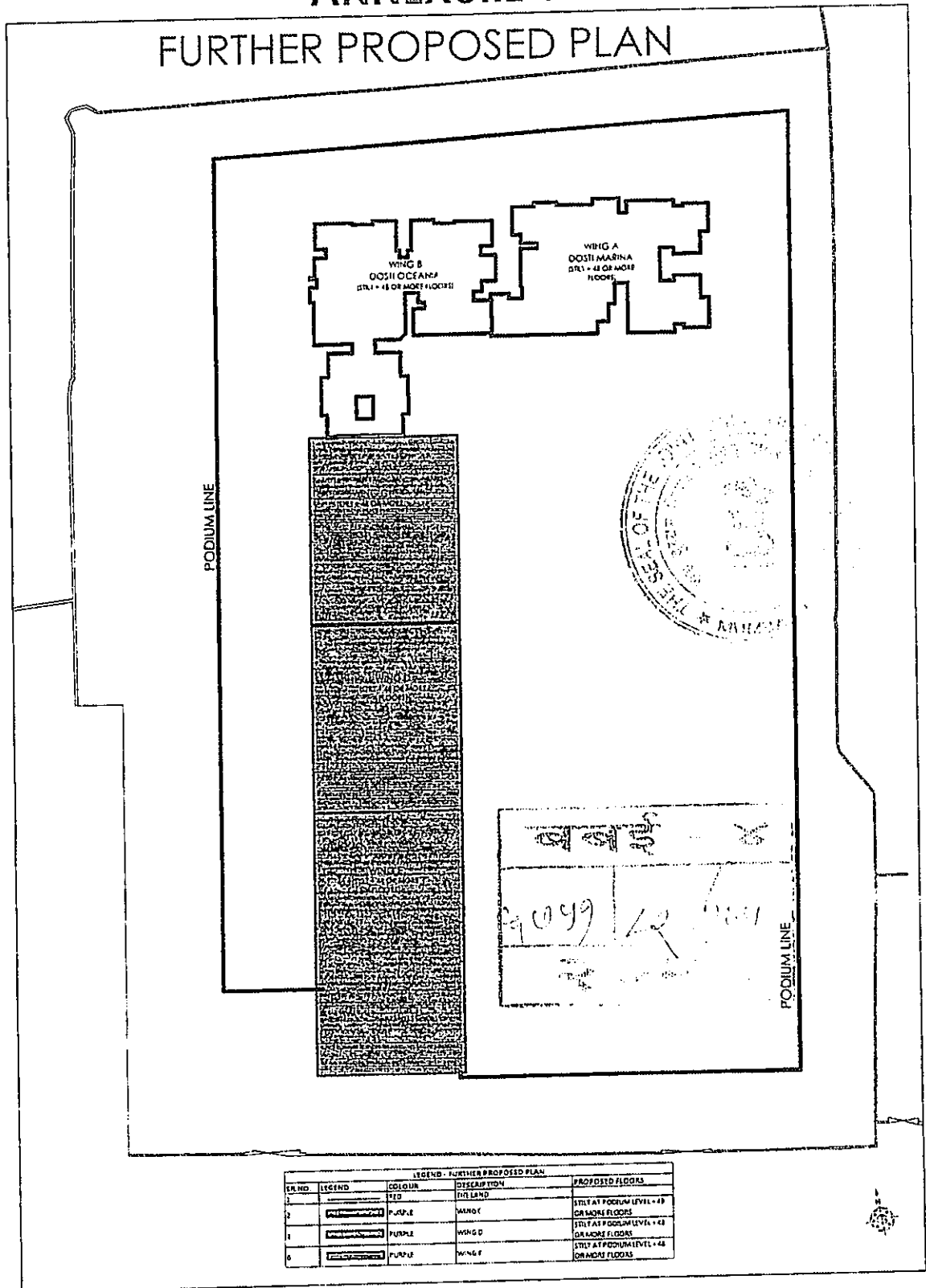
S. J. ...

[Handwritten mark]

S. M. ...

ANNEXURE 11

FURTHER PROPOSED PLAN



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ANNEXURE-12

FIXTURES, FITTINGS & AMENITIES OF THE PREMISES

FLOORING

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

KITCHEN

- Quartz agglomerated platform with marble support
- Stainless steel kitchen sink of reputed make
- Vitrified tiles dado upto beam bottom
- Geysers connection for kitchen sink

TOILETS

- Premium tiles for flooring
- Toilet dado upto beam bottom
- State of the art water efficient CP fitting & sanitary fixtures
- 15 ltr electric boiler with hot & cold mixer in all toilets
- Glass partition in the shower area of all toilets

ELECTRICAL

- Electrical wiring & 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, telephone & AC in living room/dining & all the bedrooms
- Provision for intercom in kitchen
- Provision for Ceiling fan with regulator in living, dining, kitchen & all bedrooms
- Provision for microwave, refrigerator & 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
- Mosquito net shutter for living room & bedroom

PAINTING

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

SECURITY

- Central intercom system with CCTV & video door phone
- 24 hours gated security
- Security access control at podium & main entrance lobby
- Provision of access control cards for residents
- Fire fighting & fire alarm system for entire building
- Fire sprinkler in each apartment, lobbies & podiums
- High speed fireman's evacuation elevator of reputed make
- High speed passenger elevators of reputed make

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 Stations for Electrical Car Charging
 - Solar Panels for Hot Water
 - BMS (Building Maintenance System) Room
 - Society office
 - Rain Water Harvesting
 - Sewerage Treatment Plant
 - Organic Waste Composter
- Handwritten signatures and marks are present at the bottom of the page.*

2



दुय्यम निबंधक: मुंबई शहर 1 (फोर्ट)

दस्तावेज क्र. नं. 4601/2010

Friday, June 18, 2010

4:52:03 PM

सूची क्र. दोन INDEX NO. II

नोदणी 63 म.

Page 63 of 6

गावाचे नाव : माटुंगा

(1) विलेखात्रा प्रकार, मोवदल्याचे खंडास अतिहस्तांतरणपत्र व बाजारभावा (भाडेपट्ट्याच्या बाबतीत) मदटाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोवदला रु. 621,000,000.00 यां.गं. रु. 621,000,000.00

(2) भूसापन, पोटहिस्ता व धरक्रमांक (असल्यास) (1) वर्णन ए डी जे/एम/2386/10 सर्टी 1802/10 दि 15/8/10 पार्ट ए निस एस नं 2ए/116 आणि 4/1/16 सॉल्ट पॅन डिक्लीजन क्षेत्र 12775.17 चौ मि. व पार्ट 2- सि एस नं 4/356 माटुंगा डिक्लीजन क्षेत्र 5891.01 चौ मि. एकूण क्षेत्र 18667.08 चौ मि. विद्यालंकार कॉलेज रोड अर्न्टॉप हिल वडाळा मुंबई 37

(3) क्षेत्रफळ (1)
(4) आकारणी किंवा जुडी देण्यात असलेले क्षेत्र (1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, अतिवादी नाव व संपूर्ण पत्ता (1) मेलस गोल्डन पॉल्स (कॅम्प) लि वे बोर्ड ऑफ डायरेक्टर जेसम जेटा गामी - - घर/प्रलंत - - गल्ली/रस्ता - - इमारतीचा नाव - - इमारत नं: 101 रिअलटेक पार्क 1 पहिला मजला कोर्ट नं 39/2 सेक्टर 30 वारील प्रमाणे - - पेट/यसाहत - - शहर/गाव - - तालुका - - पिन - - पत्ता नंबर - - फोर्मी 60. (2) मेलस गोल्डन पॉल्स (कॅम्प) लि वे बोर्ड ऑफ डायरेक्टर आंबालाल गनजी गामी - - घर/प्रलंत - - गल्ली/रस्ता - - इमारतीचा नाव - - इमारत नं: वरीलप्रमाणे; पेट/यसाहत - - शहर/गाव - - तालुका - - पिन - - पत्ता नंबर - - फोर्मी 60.

(6) दस्तऐवज करून देण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, अतिवादी नाव व संपूर्ण पत्ता (1) मोसली रोडी रिअल्टी लि वे बोर्ड ऑफ डायरेक्टर दिपक किरान गोरखीया - - घर/प्रलंत - - गल्ली/रस्ता - - इमारतीचा नाव - - इमारत नं: हाऊस पहिला मजला 2/16 डॉ डी एन रोड फोर्ट मुंबई 1; इमारत नं: - - पेट/यसाहत - - शहर/गाव - - तालुका - - पिन - - पत्ता नंबर - - फोर्मी 60. AAC097714K.

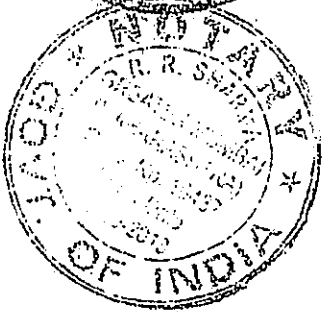
- (7) दिनांक करून दिल्याचा 18/05/2010
- (8) नोदणीचा 18/08/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 4601/2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 31080000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेष

श्री. राजेश रघुवंत
शाना त्याचे सांगून त्या बाबीसुसार
कडेना कळविली तारीख 18/08/2010

महदुय्यम निबंधक मुंबई शहर 1

खरी प्रत.

सह दुय्यम निबंधक
मुंबई शहर 1



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DOSTI

FRIENDS FOR LIFE

DOSTI REALTY LIMITED

CIN: U70102MH2008PLC178101

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF DOSTI REALTY LIMITED AT THEIR MEETING HELD AT THE REGISTERED OFFICE AT LAWRENCE & MAYO HOUSE, 276, 1ST FLOOR, DR, D.N.ROAD, FORT, MUMBAI-400001 ON , 3rd December,2020 AT 10:30 AM AND CONCLUDED AT 11:00 AM.

"RESOLVED THAT (1) Pankaj Narottamdas. Shah, (2) Kartik Himatlal Goradia, (3) Preeti Atul Ashar, (4) Kishore Jagannath Kambli and (5) Prashant Eknath Sawant be and are hereby authorized and empowered for and on behalf of the Company to do jointly and/or severally the following acts, deeds and things with regard to all or any the residential premises and/or commercial premises, parking spaces etc. being constructed and developed by the company in It's Real Estate project called "Dosti Eastern Bay", situated at C. S. Nos. 2A/116 and 4/116 of Salt Pan Division and and C.S. No. 4/356 of Matunga Division , lying and being at Antop Hill, Wadala (East), Mumbai - 400 037 (said Project).

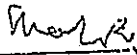
- I. To sign, seal, execute, register and deliver Agreement for Sale, Lease Deed, Leave and License Agreement, Deed of Rectification, Deed of Cancellation, Affidavits, undertakings, declarations, receipts, Possession Letters, Demand Letters, Notices and all or any types of deeds, documents and writings of whatsoever nature (said Documents) for, on behalf of and in the name of company 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, on what is known as ownership 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 registering authorities.
- II. 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.
- III. For any purpose mentioned hereinabove, to sign all applications, forms, petition, papers, undertaking, indemnities, declarations, affidavits, terms and conditions etc. as may from time to time be required by 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 with registration of the said Documents.
- IV. To 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, 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 substitute/s or delegates at pleasure and to appoint another or others in their place as they may deem fit.

[Handwritten Signature]

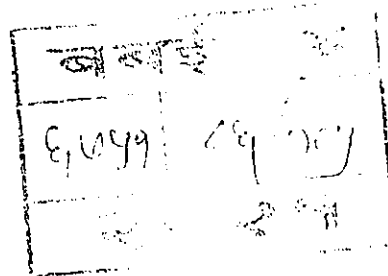
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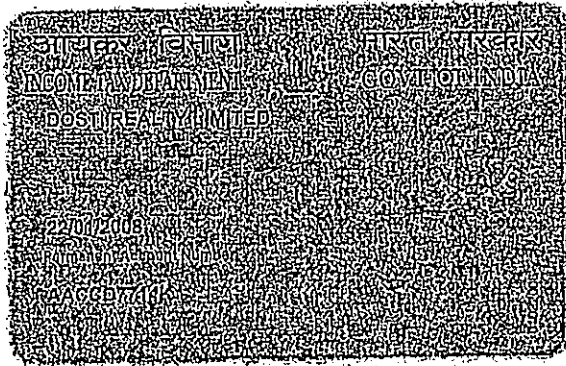
- V. To do all other acts, deeds, matters and things necessary for execution and registration of the said Documents before the Registrar/Sub-Registrar of Assurances at Mumbai City, Mumbai Sub-urban or elsewhere and to receive it back when it has been duly registered and to give proper receipt and discharge for the same.

For Dosti Realty Limited,

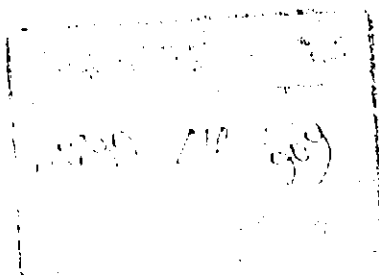

Rajesh P. Shah
(Director)
(DIN - 01240057)

Date : 03rd December, 2020
Place : Mumbai





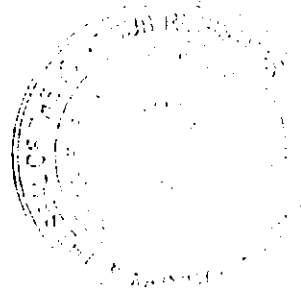
K. H. Goshwami



2

ON 2/10/54

Sd/-



RECEIVED
 INCOME TAX DEPARTMENT
 GOVERNMENT OF INDIA
 KARNATAKA FINANCIAL CORPORATION
 MUMBAI
 22/02/1953
 HON. MEMBER, FINANCIAL CORPORATION
 ADORABLE
 K. H. ...
 Director



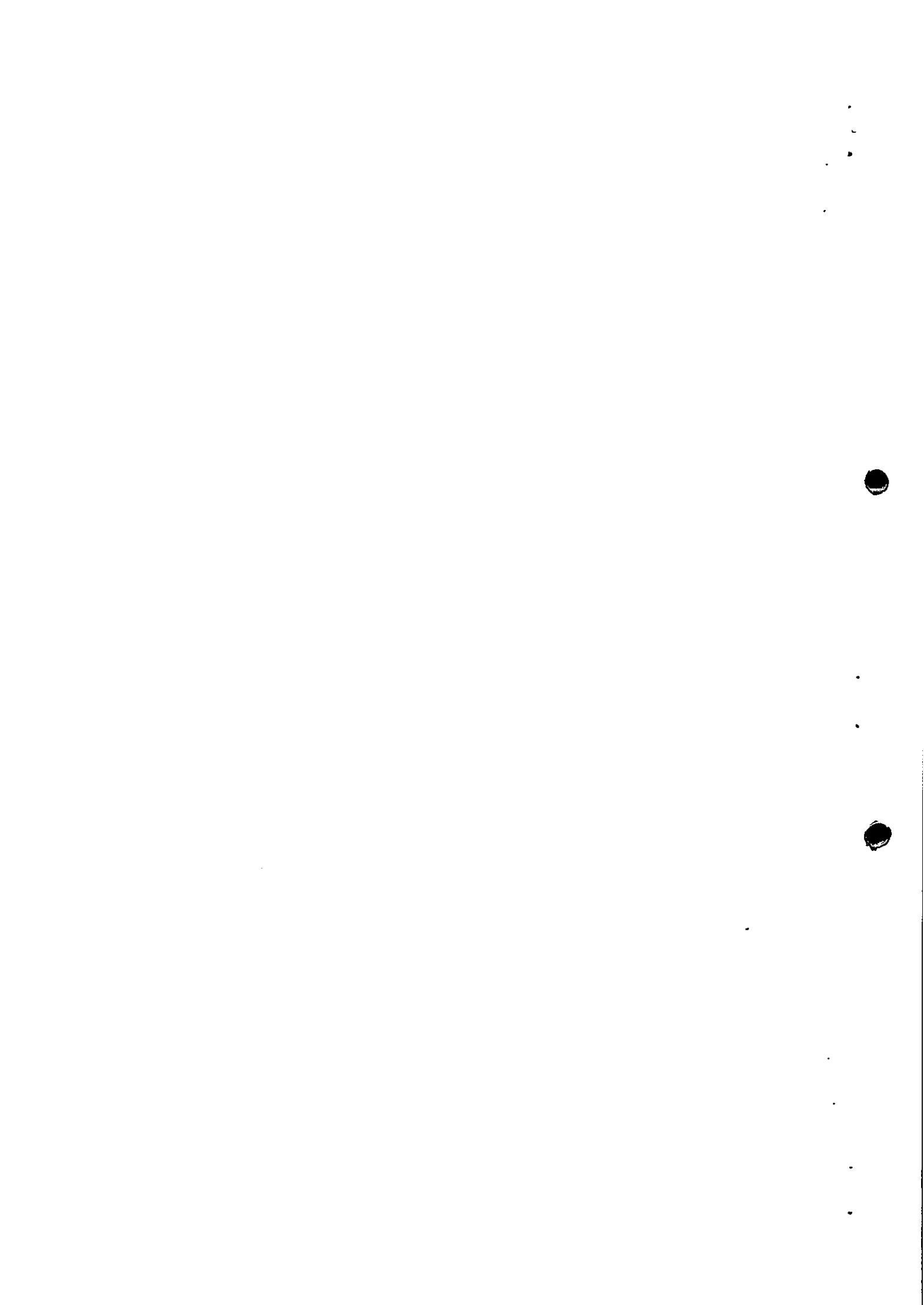
K.H. Corcoran

6099 10-10-53
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DECLARATION CUM UNDERTAKING

I/We,

- 1) MS. SHRADDHA SITARAM NANDOSKAR
- 2) MR. SITARAM RADHAKRISHNA NANDOSKAR

an/both/all Indian Inhabitant/s adult/s having my/our common address/s at BLDG NO 2/403. VASTU ANAND COMPLEX PARSIK NAGAR, KALWA, THANE MUMBAI 400605., do hereby solemnly declare and affirm that;

1. DOSTI REALTY LIMITED, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Lawrence and Mayo House, 1st floor, 276, Dr. D. N. Road, Fort, Mumbai - 400 001, (hereinafter referred to as "the Promoter") are the Promoters/Developers of an Real Estate Project called "Dosti Eastern Bay – Phase 1" which is duly registered with MahaRERA under Project Registration No. P51900025142, and is being developed on land bearing Cadastral Survey Nos. 2A/116 and 4/116 of Salt Pan Division and bearing Cadastral Survey No. 4/356 of Matunga Division, situate, lying and being at Antop Hill, abutting Vidyalkar College Road, Wadala (East), Mumbai – 400 037 (hereinafter referred to as "the Project").
2. I/We have entered into an Agreement for Sale of even date with the Promoter for the purchase of residential premises in their Project being Flat No. 2602 on the 26 floor, admeasuring 62.51 square meters (equivalent to 673 square feet) of carpet area in Dosti B Building, with the entitlement to use and enjoy on an exclusive basis 0 square meters (equivalent to 0 square feet) as utility area (which is appurtenant and attached to the Premises and accessible only from the Premises) and approved in the presently approved plans as Utility Area (hereinafter referred to as "the Premises") alongwith all that 1 (ONE) number of Podium Car Parking space for parking of 1 (ONE) number of cars on the Podium in the Dosti Eastern Bay Building (hereinafter referred to as "Car Parking Space") for such consideration and on terms and conditions as more particularly setout in the said Agreement for Sale.
3. As per the terms of the said Agreement for Sale, I/We are liable and responsible to bear and pay the Stamp Duty as may be applicable on the said Agreement for Sale in respect of the said Premises.
4. I/We hereby categorically agree, acknowledge, confirm and declare that, even though as per the terms of the Agreement for Sale, the liability for payment of Stamp

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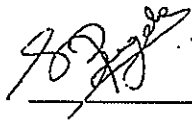
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Duty on the said Agreement for Sale is that of mine/us, it is fully paid by the Promoter pursuant to and in compliance of the Govt. Notification issued U/No. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14.01.2021, whereunder the Promoter has availed the benefit 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/have been passed on to me/us by the Promoter in form of payment of entire applicable Stamp Duty on the said Agreement for Sale in respect of the said Premises.

5. I/We further agree and undertake to sign, seal, execute, register and deliver all kinds of deeds, documents and writings including Affidavits, Applications, Declarations, Indemnities, Certificates, Forms, NOCs. Consents, etc. and 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.
6. I/We hereby further agree, accept, confirm and declare that in case if there is any difference in the amount of Stamp Duty paid by the Promoter and the Stamp Duty amount mentioned in cost sheet/booking form or part of composite consideration / all inclusive pricing, as the case may be, at the time of booking of the said Premises, it was only a tentative amount for the purpose of understanding and arriving at an approximate value and I/We shall not, nor shall be entitled to raise any objection and/or dispute or claim any refund/difference of amount whatsoever, now or at any time in future.
7. I/We hereby state and confirm that what is stated hereinabove is true and correct.


Solemnly declared at Mumbai
this 28 day of March 2021

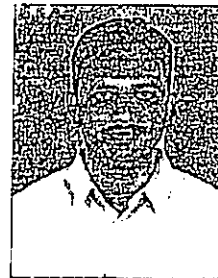
MS. SHRADDHA SITARAM NANDOSKAR



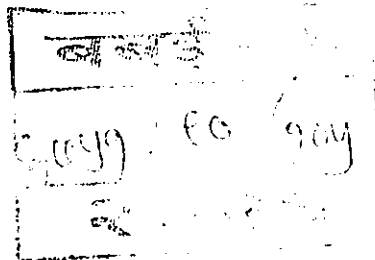



MR. SITARAM RADHAKRISHNA NANDOSKAR





(Deponent/s)







आयकर विभाग
INCOME TAX DEPARTMENT
HARSHI HANOTTAM DAS SHAH
HARSHI HANOTTAM DAS SHAH
01/03/1986
Permanent Account Number
AVLPS4023P
P-
Signature

20/03/30
2028

आयकर विभाग
INCOME TAX DEPARTMENT
KARTIK HIMATLAL GORADA
HIMMATLAL GORADA
22/09/1982
Permanent Account Number
ADDP6007A
K. H. Gorada
Signature

K. H. Gorada

5732 1361 7252
आधार - सामान्य मापसाचा अधिकार



भारतीय विभिन्न अंकन प्राधिकरण
Unique Identification Authority of India

5732 1361 7252

आयकर विभाग
INCOME TAX DEPARTMENT
KARTIK HIMATLAL GORADA
HIMMATLAL GORADA
22/09/1982
Permanent Account Number
ADDP6007A
K. H. Gorada
Signature

20/03/30
2028

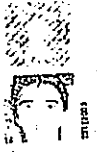
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भारतीय विभिन्न अंकन प्राधिकरण
Unique Identification Authority of India



आयकर विभाग
INCOME TAX DEPARTMENT
PREETI A ASHAR
PREETI HIRANJI ASHAR
26/06/1968
Permanent Account Number
A1WPA569L
P-
Signature



भारत सरकार
Government of India
आधार कार्ड
Preeti Ashar
जनम दि. Year of Birth: 1968
7244 2952 6242

20/03/30
2028

आधार - सामान्य मापसाचा अधिकार



भारतीय विभिन्न अंकन प्राधिकरण
Unique Identification Authority of India
पत्ता: गीत मंड, 3व फ्लोर, 401 म
64, 4 फ्लोर टॉवर, 401 डी, सावित्री
मार्ग, मुंबई, दख्खिणी, 400022
Address: Gita Mand, 3rd Floor, Room 10
64, 4 Floor Tower, 401 D, Savitri
Mand, Kulkarni Market, Mumbai, 400022

7244 2952 6242

आयकर विभाग
INCOME TAX DEPARTMENT
KARTIK HIMATLAL GORADA
HIMMATLAL GORADA
22/09/1982
Permanent Account Number
ADDP6007A
K. H. Gorada
Signature

20/03/30
2028

4605 2602 3162

आधार - सामान्य मापसाचा अधिकार

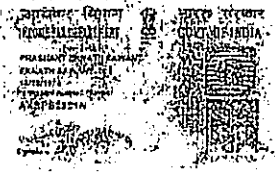


आयकर विभाग
INCOME TAX DEPARTMENT
KARTIK HIMATLAL GORADA
HIMMATLAL GORADA
22/09/1982
Permanent Account Number
ADDP6007A
K. H. Gorada
Signature

4605 2602 3162



Handwritten signature or mark.



भारत पोस्टर
भारत पोस्टर

भारत पोस्टर
भारत पोस्टर

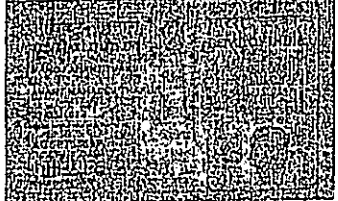
कलकत्ता २०
१८/१८/३०
२०२२

भारत पोस्टर / Your Address No
8140 9771 6659
भारत पोस्टर - सामान्य बाजारपेठा अधिकारी



१८/२० ३०
२०२२

१८/१९ २०
२०२२



भारत पोस्टर
भारत पोस्टर
३६६९-६७६१-६८७२
भारत पोस्टर - सामान्य बाजारपेठा अधिकारी



कलकत्ता २०
१८/२९/२०
२०२२

Mudhar
Mudhar



कलकत्ता २०
१८/२२/३०
२०२२

Page 1 of 1
Date: 08/08/2021 12:27

Page No. 10130

Page No. 10130

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan



संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

आदेश सं. 907/20/30
20/22

907/20/30
20/22

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
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संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

Summary of the document

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

Table with 4 columns: Serial No., Particulars, Amount, and Remarks. The table contains multiple rows of data, some of which are partially obscured by stamps and handwritten notes.



Summary of the document

Table with 4 columns: Serial No., Particulars, Amount, and Remarks. The table contains multiple rows of data, some of which are partially obscured by stamps and handwritten notes.

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

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907/20/30
20/22

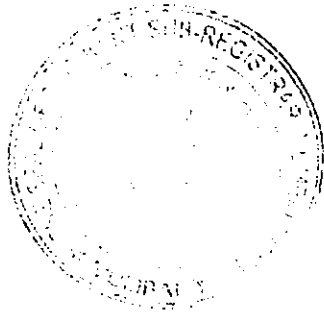


संयुक्त विद्यार्थी सेवा समिति
Joint Students Service Committee
राजस्थान सरकार
Government of Rajasthan

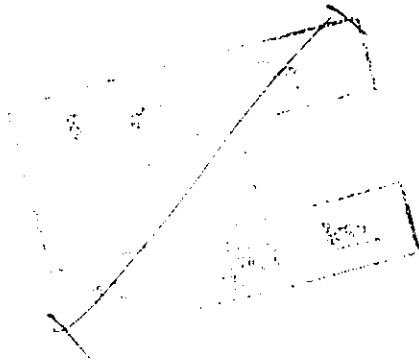
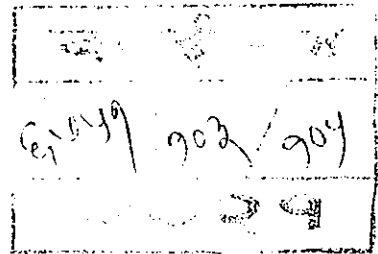
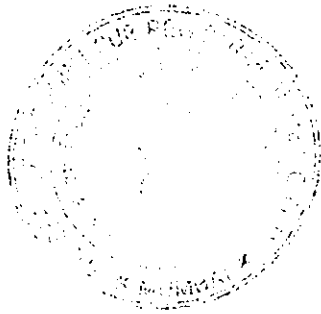


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