

(Advocate & Notary - Public)



Receipt No. 36

Date: 14 MAR 2023

Received with thanks Rs. ₹ 50/- by Cash from

Shri / Smt. Atay Phanekar

Notarial Fee / Notarial Court Fee / Professional Charges etc. for

attention of Members Agreement

for 15 years.

₹ 50/-

DM
Signature

Signature of Party





महाराष्ट्र MAHARASHTRA

● 2022 ●

BP 694168



2 FEB 2023

THIS AMENITIES DEED ("Amenities Deed") is made and executed at BADDLAPUR, on 15th
this day of March, 2023

Signature

M/s Thanekar Realtors LLP (PAN No. AAST1400) a company/partnership firm incorporated under the provisions of the Companies Act, 1956/2013 / the Partnership Act, 1932 having its registered office at Ground floor, Bhagirathi Garden, Badlapur West through its Director/Partner Shri AJAY THANEKAR hereinafter referred to as the "Lessor" (which expression shall unless it to be repugnant to the context or meaning thereof shall mean and include successors in title, permitted assigns and affiliates) being party of the First Part. (which expression shall unless it to be repugnant to the context or meaning thereof shall mean and include partner or partners for the time being of the said firm, their survivor/s, successor/s, heir/s, executor/s, administrator/s of the last surviving partner and assigns) being party of the **FIRST PART**.



Signature



E 2 FEB 2023

श्री ५५

दस्तावा प्रकार / अनुबंध क्रमांक
दस्तावा नोंदणी करणार अर्देंत का

नोंदणी होणार अन्वयास दुय्यम

विलंबक कार्यालयचे नांव

विलकतीचे वर्णन

गोबदता रचकम

बेणान्याचे नांव

बेणान्याचे नांव

हस्त अस्तन्यास त्याचे नांवपत्ता

मुद्रांक शुल्क रचकम

मुद्रांक विक्री नोंदवही अनुक्रमांक/दिनांक

मुद्रांक विकत बेणान्याची सही

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Notary Sealholders for

Amil P. Shalije - for

E 2 FEB 2023

त्या कारणसाठी ज्यांनी मुद्रांक खरेदी

केला त्यांनी त्याच कारणसाठी मुद्रांक

खरेदी केल्यापासुन ६ महिन्यात वापरणे

आवश्यक आहे.

:- मुद्रांक विकत्याची सही

:- नांव : सुनिता के. आळारामाणी

:- परतला क्र. १२१२०११

:- पत्ता : काभव बदलापुर (पूर्व)



AND

RELIANCE PROJECTS & PROPERTY MANAGEMENT SERVICES LIMITED, (PAN No. AAJCR6636B
), a company incorporated under the provisions of the Companies Act, 2013 having its registered office at its registered office at 101, Saffron, near centre point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat India – 380006, represented by its authorized representative **Mr. KEDAR PAWASKAR**, hereinafter referred to as the "Lessee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title, Affiliates and permitted assigns) of the **SECOND PART**.

"Service Provider" and "the Company" are hereby individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS:



A) The Service Provider herein vide Lease Deed dated 10th / 08/2023 registered vide no. 2968/2023 ("Lease Deed") has granted lease to said Company for operating its business from the said commercial premises ie Shop No. 01, on Ground floor, admeasuring approximately 14,846 Sq. Ft. Carpet area (As per join measurement), in the society/Building known as "Thanekar Palacia" ("the society/ Building"), situated at S.No. 82, Hissa No.2/1, Village / Mauje- Shirgaon, Taluka Ambarnath, Kulgaon Badlapur (East), Dist. Thane 421503, hereinafter referred to as "Demised Premises" more particularly described in " Schedule II" and shown delineated in the red colour hatched boundary line on the Floor Plan annexed hereto being Annexure "A"

B) In pursuance of the said Deed the Service Provider has agreed to provide amenities and the Parties have agreed to execute this Amenities Deed with respect to the said Demised Premises on the terms and conditions hereinafter stated.

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

1. Amenities:

The Service Providers hereby has provided the agreed Amenities as listed out in the schedule of this Amenities Deed to the Company and the Company has agreed for the regular payment of the monthly Amenities rent to the Service Provider under this Amenities Deed, hereinafter referred to as "Amenities Deed".



2. Tenure Of Amenities Deed:

- I. The tenure of the Amenities Deed hereby granted by the Service Provider to the Company with respect to the Demised Premises shall be for a period of **15 years** commencing from the date of 30/01/2023, hereinafter referred to as "Tenure".
- II. This Amenities Deed shall be co-terminus with the said Lease Deed.
- III. All the terms and conditions of the said Lease Deed shall be applicable to the Amenities Deed

3. Monthly Amenities Rent:

- I. The Company shall pay to the Service Providers **Rs.5,16,641/- (Rupees Five Lac Sixteen Thousand Six Hundred Forty One only)** per month on total area admeasuring **14,846 Sq. Ft.** Carpet Area from the date of Commencement of Amenities Rent under the Amenities Deed, hereinafter referred to as the "Amenities Rent".
- II. The Monthly Amenities Rent shall be paid by the Company to the Service Providers, in advance, by EFT (Electronic Fund Transfer) or RTGS or net transfer as the case may be in favor of the Service Providers, on or before **10th day of the** respective English calendar month for which the same is due and payable, only after receipt of invoice in format of Company from the Service Providers.
- III. The Amenities Rent shall be exclusive of GST subject to Tax Deduction at Source (TDS), as applicable from time to time. The Amenities Rent payable herein shall include all charges, taxes and outgoing with respect to the Demised Premises
- IV. Escalation on Monthly Amenities Rent: The Monthly Amenities Rent shall be escalated by 15% (Fifteen percentage) after every 3 (Three) Years commencing from the Date of Commencement of Amenities Rent, on the last paid Monthly Amenities Rent.

4. Taxes

Tax Deduction at Source (TDS):

The Monthly Amenities Rent or any other payment payable under this Amenities Deed shall be subject to deduction of tax at source (TDS) under the Income Tax Act, 1961 as amended.



Pravashkar





(i) **Clause related to AADHAR CARD link with PAN Card and Filing of ITR:**

The Service Provider further agrees that, she/he/they are/ is fully aware of rules for linking the AADHAR CARD with PAN Card and filing the Income Tax Return as per provisions of Income Tax Act, 1961, and is also aware and accept deduction of higher rate of TDS in case they/she/he fails to link the AADHAR CARD with PAN CARD OR file Income Tax Return as relevant provision of Section 206AB and other sections of Income Tax Act 1961, as may be applicable.

In case of deduction of higher TDS as per above clause, the Service Provider agrees to accept such deduction.

(ii) **Clause related to TDS u/s 194Q of Income Tax Act' 1961:**

The Service Provider further agrees that, in case of Electricity Meter installed in Demised premises is in the name of the Service Provider and the Service Provider is directly paying electricity charges to Electricity Board / Electricity Supply Company, she/he/they will deduct TDS u/s 194Q from such payment and complete formalities of relevant provision of Income Tax Act 1961.

(iii) **Clause related to Residential Status of the Service Provider(s):**

"The Service Provider/Service Provide hereby represents and confirms that, Service Provider's present residential status is "Resident", and in future if there is any change in the residential status, the Service Provider shall inform the same in advance, in writing to the Company for the purpose of deduction of TDS as per the provisions of Income Tax Act'1961. In the event, if the Service Provider fails to inform his/her residential status to the Company , then the Service Provider shall be liable for any liability arising due to any interest, penalty and/or fine ("cost") that, may be imposed by the Income Tax Authorities on the Company during the subsistence and even after the completion of lease. The Service Provider shall also keep the Company indemnified against the cost which Company may incur/suffer on account of not disclosure of residential status by Service Provider and consequent default committed by Company by deducting tax (TDS) at lower rate."



GST:

a. Service Provider and The Company agrees that, in the event, the Goods and

Services Tax regime requires it to register in accordance with the applicable

statute, both parties shall promptly complete such registration and shall at all

times remain compliant with and responsible in respect of such statute. Both

the parties agree to promptly share the registration number or other unique id/



number and GST registered address with each other to enable to undertake relevant compliances.

b. For the purposes of this Deed, GST shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') / Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods, Services Tax ('IGST'), and GST Compensation Cess (Cess) as may be applicable.

c. In due compliance of its obligations, Service Provider shall remit the GST so charged (as applicable) from The Company, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information including GST registration as provided to Service Provider by The Company on the GSTN platform, which enables The Company to claim timely credit of GST in the appropriate GST registration. In the event, the credit of GST is not granted or denied to The Company under its appropriate GST registration, which has been provided to Service Provider, under applicable laws for non-payment of taxes charged to The Company, or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then Service Provider shall always be vigilant and rectify the said non-compliances/errors to ensure that The Company gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by Service Provider as above, then The Company shall have the right to withhold such shortfall against any subsequent payments of the Consideration payable to Service Provider or recover the amount of equal to loss of GST input tax credit along with the interest, penalty and/or any other cost from Service Provider, however in case of subsequent granting of credit to The Company upon compliance by Service Provider, The Company shall refund the money so recovered from Service Provider on account of denial of credit, excluding the interest and penalty which may already have been deposited with the government in accordance with GST Law.

d. The tax charged by Service Provider in the invoice would be paid by The Company, only after the credit is reflected on GSTN platform.

e. If The Company has already paid the consideration and there is a decrease in such consideration due to downward revision of price, then Service Provider shall issue to The Company a credit note for the differential amount. The credit note should be issued in accordance with applicable laws. The Company shall, upon receipt of credit note, ensure to reverse the GST credit to the extent of GST shown in the mutually agreed credit notes issued by Service Provider in his valid return.



Chauhan



[Signature]





- f. If there is an increase in the consideration due to provision of additional deliverables and agreed by The Company, then Service Provider will issue to The Company a debit note for the differential amount. The debit note should be issued in accordance with applicable laws.
- g. All invoices credit notes and debit notes issued by Service Provider must set out the various taxes that are charged including but not limited to the GST. All invoices, debit notes and credit notes must be issued in accordance with the applicable laws and should be sent to The Company, within 7 (seven) calendar days of its issue. If any invoice or debit note or does not set out the taxes that are payable with respect to such invoice or debit note or timely uploaded on the GSTN portal, then The Company will not be required to pay any such taxes and such taxes will be borne by Service Provider. All the credit note/ debit notes issued must have references of their mother/ original invoice.
- h. Service Provider shall nominate a person who will be single point of contact for the Company, for all communication regarding any discrepancy on GSTN reporting by Service Provider. Any change in name of person, address, phone number should be communicated to The Company as soon as possible after such change. Responsibility of failure to communicate such change would be entirely on the Service Provider.
- i. If any tax proceedings are initiated against a Party, in relation to the transactions contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense; and
- j. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance. The term "invoice" used in this Clause shall mean accurate and valid signed invoice.



6. Termination:

1. This Amenities Deed shall be **co-existent and co-terminus** with the said Lease Deed entered into between the Service Providers and the Company and shall be deemed to be terminated upon the expiry or earlier terminations of the said Lease Deed.



Prakash



II. If the Monthly Amenities Rent under this Amenities Deeds not remitted to the Service Providers by the **10th of a month in advance** for any **02 consecutive (Two) months** during the Tenure of this Amenities Agreement, then the Service Providers shall terminate this Amenities Agreement, after serving advance notice of 30 (Thirty) days to rectify the default.

7. **Company Covenants:**

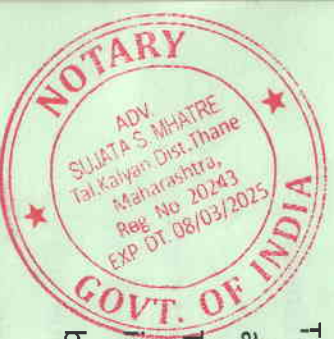
- I. To use the Amenities provided by the Service Providers with due care and diligence in consonance with its business and/ or any other incidental legal and bona-fide business.
- II. On the termination or earlier determination of the said Agreement, the Amenities shall be vested in the Service Providers and no right of any kind is intended to be created by this Amenities Deed in favour of the Company.

8. **Access to Amenities:**

The Service Providers shall allow the Company to use/ access the Amenities during the entire Amenities Tenure and the Service Providers hereby agrees and undertakes not to raise any objection whatsoever with respect to the usage of the Amenities.

9. **Indemnity:**

The Service Provider shall keep indemnified and hold harmless the Company against all direct losses, damages or liability that may be suffered by Company during the Tenure, and under this Agreement (including claims, whether criminal or civil and including legal fees and costs incurred) resulting from the breach of this Agreement by the Service Provider.



10. **Amendment & Modification:**

The Parties hereto agree that, any variation, revision or amendment of any of the terms or provisions hereof shall not be valid or binding upon the Parties, unless the same is recorded by the Parties hereto in writing.

11. **Stamp Duty Charges:**

All expenses relating to stamp-duty and registration shall be borne and paid by the lessee.

12. **Governing Law and Jurisdiction:**

This Amenities Deed shall be governed by and construed and enforced in accordance with the laws of India.



Handwritten signature

IN WITNESS WHEREOF the parties have set their hands to this Amenities Deed through their respective representatives on the date, month and year mentioned herein above.



SIGNED AND DELIVERED by

The within named 'The Service Provider'

M/s Thanekar Realtors LLP Through,

Mr. Ajay Thanekar



(Handwritten signature)

Through Authorized representative

SIGNED AND DELIVERED by

The within-named 'The Company'
Reliance Projects & Property

Management Services Limited.

Through Authorized representative

Shri. KEDAR PAWASKAR



(Handwritten signature)



WITNESSES:

1. *(Handwritten signature)*

2. *(Handwritten signature)*



SCHEDULE

LIST OF AMENITIES PROVIDED BY SERVICE PROVIDERS:

- 1) Tilling as per Lessee Requirement.
- 2) Electrical Power Load as per requirement.
- 3) Shutter & Main Door Repairs & Maintenance for entire tenure.
- 4) Toilet with Fittings & working conditions.
- 5) Water – Permeant water with Separate water tank.



Shankar



Parties are Responsible for
Contents of Documents
& Supporting Documents.



NOTARISED

Susata S. Mhatre
2023

SUSATA S. MHATRE
B.Com., LL.M.
Advocate & Notary
Govt. of India
Registration No. 20243

14 MAR 2023

