

335/14722

पावती

Original/Duplicate

Monday, October 11, 2021

नोंदणी क्र.: 39म

7:01 PM

Regn.: 39M

पावती क्र.: 17026

दिनांक: 11/10/2021

गावाचे नाव: ठाणे

दस्तऐवजाचा अनुक्रमांक: टनन5-14722-2021

दस्तऐवजाचा प्रकार: पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: लता रमेश नाईक - -

नोंदणी फी

रु. 400.00

दस्त हाताळणी फी

रु. 1300.00

पृथांची संख्या: 65

एकूण:

रु. 1700.00

आपणास मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे  
7:21 PM ह्या वेळेस मिळेल.

Joint Sub Registrar, Thane 5

बाजार मुल्य: रु. 21100/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क : रु. 1800/-

सह क्युअर निशानक, ठाणे क १९

1) देयकाचा प्रकार: By Cash रक्कम: रु 1300/-

2) देयकाचा प्रकार: eChallan रक्कम: रु. 400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007356525202122E दिनांक: 11/10/2021

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

*J. N. K.*

मुळ दस्त दिला



CHALLAN  
MTR Form Number-6



GRN	MH007356525202122E	BARCODE	[Barcode]				Date	11/10/2021-15:08:51	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details								
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)								
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AAQPN7916C							
Location	THANE			Full Name	LATA RAMESH NAIK							
Year	2021-2022 One Time			Flat/Block No.	FLAT NO.703, 7 TH FLOOR, SATISHDHAM CHS.							
				Premises/Building	LTD,							
Account Head Details				Amount In Rs.								
0030046401 Stamp Duty				1800.00		Road/Street	CHARAI, THANE (WEST)					
0030063301 Registration Fee				400.00		Area/Locality	THANE					
						Town/City/District						
						PIN	4	0	0	6	0	1
						Remarks (If Any)	PAN2=AEBFS2494D-SecondPartyName=MS SHRUSTI NX-CA=1-Marketval=21100					
						Amount In	Two Thousand Two Hundred Rupees Only					
Total				2,200.00		Words						
Payment Details				PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK						
Cheque-DD Details						Bank CIN	Ref. No.	03006172021101100859		338272289		
Cheque/DD No.						Bank Date	RBI Date	11/10/2021-15:11:21		Not Verified with RBI		
Name of Bank						Bank-Branch		PUNJAB NATIONAL BANK				
Name of Branch						Scroll No. , Date		Not Verified with Scroll				

Department ID :

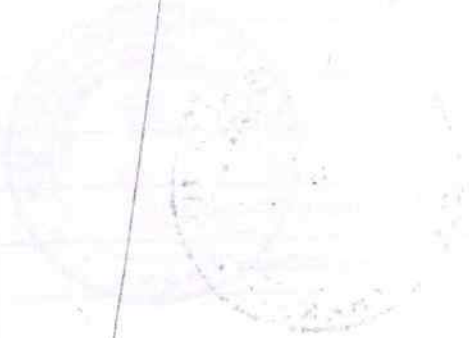
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9819532001

सदर चलन केवल दुस्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

*JR/MS*

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### AGREEMENT FOR ALLOTMENT

THIS AGREEMENT FOR ALLOTMENT is made at Thane on 11<sup>th</sup> Day of October, 2021, BY BETWEEN M/s. **SHRUSTI NX** (PAN AEBFS2494D), a partnership firm, having address Basement of Deepanjali CHS Ltd, Charai, Thane (West) - 400 601 through its partners 1) Mr. Jatin I. Shah, 2) Mr. Umang G. Savla, 3) Mr. Rishit C. Shah hereinafter referred to as the "PROMOTER"(Which expression shall unless it be repugnant to the context or meaning thereof shall be deemed mean and include the said firm, its partners for the time being, their respective heirs executive, administrator, assigns, legal representatives etc.) of the ONE PART;

AND

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Mrs. **Lata Ramesh Naik** (PAN – AAQPN7916C ) Age 65, presently residing at Flat No. 21 Satishdham CHS. Ltd Tika No. 13, C.T.S. No: 315,316,317,318 Near Brahman Vidyalaya, Govind Bacchaji Road Charai, Thane (W) - 400 601 hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, assigns, etc.) of the OTHER PART



WHEREAS the original owner, 1) Mr. Dattatray Ramchandra Gadgil, 2) Mr. Narayan Ramchandra Gadgil, 3) Mrs Indirabai Marutirao Godbole, 4) Mrs Vijaya Vishnu Khare 5) Mr Vishwanath Ramchandra Gadgil and 6) Mrs Shamim Ishaq Narvel (hereinafter referred to as the 'said original owner') somewhere in the year \_\_\_\_\_ or thereabouts, had desired to develop the land bearing C.T.S. No. 315 to 318 ,Tika No. 13 admeasuring about 620.3 sq. mtrs situate at Charai,village Thane city , Taluka and District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the 'said Corporation') in registration district and sub district Thane (hereinafter referred to as the 'said property' more particularly described in the schedule hereunder written) by constructing, multi-storey building thereon as per the plans and specifications to be sanctioned by the then local authorities viz. Thane

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*Lata Naik*

Municipal Council and accordingly had appointed as the Architect to prepare and submit with the Thane Municipal Council, the plans of proposed construction on the said land property, were prepared and submitted the said construction plans with the local authority Thane Municipal Council ( for the sake of brevity referred to the T.M.C.) for approval there to;

AND WHEREAS the T.M.C accordingly sanctioned the plans for construction ground+ 4 upper floors vide V. P. no. 1492 dated 09/04/1985 and also issued the commencement Certificate of the even date in the name of the said original owners; The Occupancy Certificate was obtained much later i.e. on 07/03/1991 under the amnesty Scheme;

AND WHEREAS the premises purchasers in the said Satishdham Building have themselves registered a co-operative Housing Society under the name Satishdham Co operative Housing Society LTD as per the provisions of the Maharashtra Co-operative Societies Act, 1960, vide registration no. TNA (TNA)/ HSG/ (TC)/ 8952/97-98 dated 20.04.1997 (hereinafter referred to as the 'said Society');

AND WHEREAS the said original owner of the land whereupon the structure of the said building of the society has been erected, did not convey the said land in favour of the society. Therefore the said Society made efforts for getting the conveyance of the said land in favour of the said Society under the provision of MOFA act 1963. The said society made an application before the competent authority for Unilateral Deemed conveyance bearing Application No. 336/2019 of and by Order cum Certificate dated bearing No. जा. क्र. जि उ नि / ठाणे / ममाहस/ क्र. ११ (३)/ १३९६ / सन २०२० dated 10.06.2020 passed by the said authority i.e. District Deputy Registrar Shri. S. M. Patil, the said land /property has been conveyed in favour of the said society and the said unilateral Deed of Conveyance is duly registered before the Sub-Registrar of Assurances under Sr. No. TNN2/9323/2020. Accordingly the conveyance of the said land has been executed in favour of the society vide जा. क्र. जि उ नि / ठाणे / ममाहस/ क्र. ११ (३)/ १३९६ / सन २०२० of year 2020 and since then the property card extract of the said land stands in the name of the said Society. The society is absolute owner of the land and the structure of the said building, and having all legal rights to redevelop the said land and the structure of the building of the said society.

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AND WHEREAS the said Satishdham Building was constructed far back and the same is in dilapidated condition being structurally weak. Accordingly, the said Society/owner decided to carry out the redevelopment of the said Building by demolishing it's existing structure by utilizing the plot-FSI as well as by bringing TDR/FSI/fungible FSI from outside. The entire scheme of redevelopment is based on total FSI/ fungible FSI with TDR being utilized to its full potential.

AND WHEREAS the said Society, however, lacked the requisite technical know-how and skills and hence, approached the Promoters herein and proposed and offered to grant Development Rights of the said property by construction of a new building on the Said Property, for valuable consideration;

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AND WHEREAS in the meeting held between the parties hereto for finalization of the transaction contemplated herein, the Promoter herein offered to allot to each member of the said Society, including the Allottee herein, duly constructed Premises in the new building to be constructed on the said Property having area equivalent to the area presently held by them in the existing building of the said Society, free of costs and on what is known as ownership basis and also to pay the monthly compensation for acquiring transit temporary alternate accommodation by the Allottee pending redevelopment/ construction of the proposed building on the Said Property;

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AND WHEREAS the said Society accordingly called for Special General Body Meeting on 23-02-2020 with the Agenda to discuss at length the issue of redevelopment of the Said Property and also for authorizing and empowering its Committee Members to enter into, sign and execute the necessary Agreements, Deeds, documents etc. that may be required for the proposed development and construction of the proposed building on the Said Property, including the Said Entire Property;

AND WHEREAS in the Special General Body Meeting of the Society held on 23-02-2020 in the office of the Society, all the members of the Said Society discussed in detail the issue as regards the proposed redevelopment of the Said Property and the offer put forth by the Promoters herein and unanimously agreed and resolved to extend their utmost co-operation for the proposed redevelopment of the Said Property; subject however, the Promoters agreeing to allot to each of the members of the Society, a Residential Premises in the proposed new building to be constructed

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on the Said Property, having carpet area equivalent to carpet area presently occupied by them in the existing building of the Society free of cost; on what is known as on Ownership Basis and further paying to allottee monthly compensation for acquiring transit temporary alternate accommodation/premises to be acquired by allottee pending redevelopment of the Said Property till delivery of possession of his/her flat premises in the new building to be developed and constructed on the Said Property;

AND WHEREAS in the aforesaid Meeting, the Said Society and its members also unanimously resolved and authorized its 1) Chairman Shri Tukaram S Chorge, 2 Secretary Shri Prakash P kulkarni to enter into, execute, sign all the necessary agreements, deeds, documents, power of attorney, correspondence, letters, undertakings, etc. that may be required for the effectual development of the Said Property;

AND WHEREAS By and under Development Agreement dated 05<sup>th</sup> August 2020 registered before the Sub-Registrar, Thane under Sr. No. 5925 (hereinafter referred to as the 'said Agreement') the Society granted development rights of the said property in favour of the Promoter herein for the consideration and on the terms and conditions contained therein; a copy of Index-II of the said Agreement is annexed hereto and marked as ANNEXURE \_\_\_; alongwith the said Agreement the Society also granted various powers in respect of the said property in favour of the nominated person of the Promoter vide Power of Attorney dated 05<sup>th</sup> August 2020 registered before the Sub-Registrar, Thane under Sr. No. 5926 (hereinafter referred to as the 'said POA');

AND WHEREAS each member of the Said Society including the Allottee herein also executed Consent Letter for the proposed redevelopment of the Said Property by the Promoters herein; the Allottee has agreed to extend his/her fullest co-operation in the matter of the development and construction of the proposed building/s on the said property;

AND WHEREAS considering the peculiar circumstances and believing upon the representations made and assurances given by the Allottee herein to extend his/her co-operation to the scheme of redevelopment and construction of a proposed building on the Said Property, the Promoter herein has agreed to allot to the Allottee herein the permanent accommodation, on ownership basis, in the form of Residential Flat Premises admeasuring about 475 sq. ft. (carpet area) of the Building proposed to

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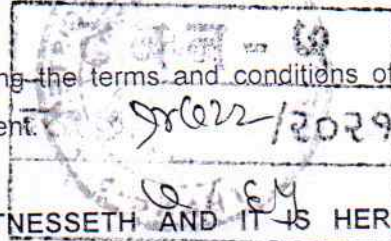
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be constructed by the Promoter on the Seventh Floor of the proposed new building to be constructed by the Promoter on the Said Property, (which premises hereinafter in this agreement, for brevity's sake, is referred to as the "SAID PREMISES" which is more particularly described in the Second Schedule hereunder written;

The parties hereto are now desirous of recording the terms and conditions of the contract into writing hence this Allotment Agreement.



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



1. PROMOTER TO CONSTRUCT RESIDENTIAL COMPLEX

The Promoter shall construct a Residential complex to be known as "Satishdham Co-Op Hsg. Soc. Ltd." or by such other name as the Promoter in its sole discretion may decide, on the said property, in accordance with the said Sanctioned Plans approved by the said local authority and which have been inspected and accepted by the Allottee, and/or its further amendments and/or modifications and/or variations as may be considered necessary by Promoter and approved by the Local Authority.

2. The parties do hereby agree, record and confirm that the Recital Clauses written hereinabove are integral part of this Agreement and wherever the context so requires, the same shall constitute, be construed and be deemed to be the part and parcel of the terms and conditions of these presents.

3. Subject to the rights and privileges of the Promoter and subject to the disclosure made by the Promoter as stated hereinabove and elsewhere in this agreement and subject to the terms and conditions to be observed and complied by the Allottee, the promoter hereby to allot and the Allottee by irrevocably and unconditionally accepting the rights and privileges of the Promoter and disclosure made by the Promoter as stated hereinabove and elsewhere in this Agreement, agrees to allot, the said premises being Residential Flat adm. 475 sq. ft. Carpet area ( 44.12 Sq. mtrs.

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approximately bearing Flat No. 703, on Seventh Floor of the said Building named as "Satishdham CHS Ltd" and presently under construction on the said property and shown with Red Colour boundary on the Floor plan thereof annexed hereto and marked as ANNEXURE B, more particularly described in the Second Schedule written hereunder free of cost.

4. TIME IN RESPECT OF PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT IS AN ESSENCE OF THE CONTRACT. It is further agreed that on the Allottee committing default in payment on the due dates the amount payable under this Agreement then and in that case, without prejudice to its other rights under the law, rules and regulations and under this Agreement, the Allottee shall be liable to pay the amount with interest @24% p.a.

The Allottee is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ 1 % of the consideration including the amount of taxes, if any, while making payment to/ crediting the account of the Promoter under this Agreement. The amounts so deducted by the Allottee are required to be paid to the Income Tax Authorities on or before the 7<sup>th</sup> of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the Allottee electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the date available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No.26AS of the Promoter. The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an assessee-in-default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS.

TDS Certificate A  
payment was made  
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5. DISCLOSURES MADE BY THE PROMOTER AND ACCEPTED AS BINDING BY THE ALLOTTEE, THE ACCEPTANCE OF THE SAME BY THE ALLOTTEE/S ARE CONDITIONS PRECEDENT TO ENTER INTO THIS AGREEMENT:

NOT WITH STANDING anything to the contrary contained elsewhere in this Agreement, during the course of negotiations and deliberations, the Promoter has explained to the Allottee and the Allottee has irrevocably accepted as binding on him/her/them and/or anybody claiming through or under him/her/them as follows :-

**ABOUT SCOPE AND NATURE OF DEVELOPMENT:**

The Promoter has disclosed and made available to the Allottee all the documents and plans as referred to hereinabove and after going through the relevant documents and plans, the Allottee has ascertained to his/her/their satisfaction and has accepted as binding upon him/her/them that :

- i) The Promoter has disclosed and the Allottee is aware that area admeasuring 117.01 sq. mtrs or thereabout out of said property is as per Development Plan of the Thane Municipal Corporation.
- ii) As per the prevailing rules, the Promoter is entitled to receive the FSI/TDR (Transferable Development Rights) and/or compensation out of said portion under reservation handed over to The Thane Municipal Corporation.
- iii) Likewise, if any change is required to be made in the scheme of Development of said property, then and in that case, the Promoter shall be entitled at its sole discretion, to make such changes and variations in the scheme of development of said property without requiring to obtaining any consent and/or concurrence from the Allottee.

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**AMENITIES**

The amenities to be provided by the Promoter in the Residential Complex shall be as set out in ANNEXURE "C" hereto annexed.

7.

**INSPECTION OF DOCUMENTS:**

The Allottee confirms that the Promoter has given to him/her/their free and complete inspection of documents of title and approvals from various authorities in respect of the said property and other documents referred to hereinabove and the Allottee confirms that only after inspecting the aforesaid documents and all other "Approvals" and being satisfied in respect thereof, the Allottee has entered into this Agreement.

8.

**TITLE:**

The Promoter has obtained the Certificates of Title of the said property from Shri. Anoop H. Wagh, Advocate, Thane, a copy whereof is annexed hereto as ANNEXURE "D". The Allottee hereby accepts the said Title Certificate and the Allottee agrees not to raise any further or other requisitions on or objections to the title and authority of the Promoter to develop the said property.

9.

**ALLOTTEE'S AGREEMENT TO PAY FURTHER AMOUNTS**

The Allottee agrees to pay to the Promoter the following amounts:

- a) The Allottee shall on or before claiming the delivery of the possession of the said premises, pay sum of Rs. NIL /- (Rupees NIL only) or such amount as may be decided by the Promoter in its sole discretion as and when the same is demanded by the Promoter towards **legal charges**.
- b) The Allottee shall on or before claiming the delivery of the possession of the said premises, pay sum of Rs. NIL /- (Rupees NIL only) or such amount as may be decided by the Promoter in its sole discretion as and when the same is demanded by the Promoter towards **society formation expenses and membership fees of the society** to be formed by the Allottee of flats in building to be constructed on the said property under the provisions of **Maharashtra Co-operative Societies Act, 1960** (hereinafter referred to as "The Society").

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c) Commencing a week after notice in writing is given by the Promoter to the Allottee that the said premises is ready for use and occupation and thereafter on 5th of every month, the Allottee shall pay to the Promoter the Allottee's proportionate share of outgoing as @ of Rs. NIL /- (Rupees NIL Only ) Per Sq. ft. on carpet area of the said premises or may be estimated by the Promoter at its sole discretion towards local taxes, cess, duty or such other levies by the TMC and/or the Government, water charges, insurance premium, contribution towards common repairs in the building in its common area, access, Road, salaries of clerks, bill collector chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property, the building and the amenities therein. The Allottee shall not withhold the said payment for any reason whatsoever. In order to avoid possibility of non-payment of said expenses and resultant inconvenience to all premises Allottees, the Allottee shall pay such estimated monthly installment for 12 months in advance at the time of taking possession of the said premises to handover to society.

d) The Allottee shall further pay an amount of Rs. NIL /-(Rupees NIL Only) for the said premises in aggregate as and when the same is demanded by the Promoter but essentially before demanding possession of the said premises as his/her/their contribution towards expenses to be incurred by the Promoter to meet various expenses including but not limited to **Electricity, Meter Deposit, Electrical Cable, Generator Charges, Generator Installation Charges, Water Deposit and Supply lines**, out of pocket expenses of whatsoever nature.

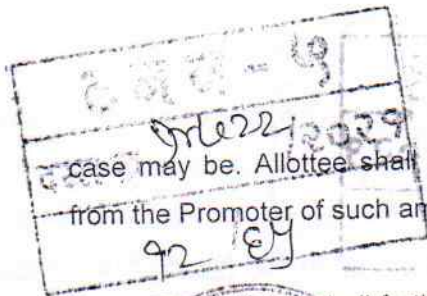
e) It is specifically agreed and understood that the aforesaid amounts under clause (a), (b) and (e) shall be collected as "**ASCERTAINED EXPENSES**" to be incurred by the Promoter and therefore the Promoter shall neither be entitled to demand additional amount on account of deficit in actual expenses nor be under obligation to maintain separate account thereof and/or render account thereof to the Allottee or to the Society as the

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Case may be. Allottee shall also be not entitled to demand such account from the Promoter of such amount.

f) The Allottee shall further pay Municipal and revenue taxes and other statutory outgoing of his/her/their share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.

g) The Allottee further shall pay to the Promoter interest @ 24 % p.a. on all the amounts which may remained overdue and payable by the Allottee to the Promoter under the terms of this Agreement.

9A. It is specifically agreed between the parties hereto in unequivocal terms that irrespective of the receipt of Commencement Certificate by the Promoter within a period of 45 days; the Promoter agree to start the payment of monthly rent payable by the Promoter to the Allottee in respect of temporary alternate accommodation payable by the Promoter to the Allottee as per the terms of this Agreement. For the payment of such monthly rent payable by the Promoter to the Allottee (as per the terms of this Agreement), the Promoter has handed over to the Allottee 12 post dated cheques bearing numbers from \_\_\_\_\_ to \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, Branch \_\_\_\_\_ towards the payment of monthly rent for 12 months, as agreed in these presents (the receipt of which the Allottee doth hereby admits & acknowledges but subject to realization thereof) and deposit will of six months.

9B. That pending the redevelopment and construction of the proposed building on the Said Property, the Allottee shall at his own costs and expenses arrange for temporary alternate accommodation for himself and his family members, however, the Promoter shall pay, in respect of such temporary alternate accommodation, an amount of Rs. \_\_\_\_\_/- towards monthly rent. It is expressly & mutually agreed between the parties

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that there shall be 10% increase in the monthly rent payable by the Promoter to the Allottee after the expiry of every 12 months. Likewise, in respect of the penalty (if any) payable by the Promoter to the Allottee in the event of delay, if any, in handing over possession of the said premises by the Promoter to the Allottee; then in that case, there shall also be an increase / escalation of 10% in the penalty amount as well upon expiry of every 12 months from the date on which the payment of penalty becomes applicable.

**10. ALLOTTEE'S OBLIGATION TO PAY SERVICE TAX AND OTHER TAXES ETC.**

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The Allottee agrees to pay to the Promoter the following amounts:

a) It is agreed between the Promoter and Allottee/s that the Allottee/s is /are liable to bear and pay the Service Tax, interest and penalty (if any) payable in respect of the transaction of sale of the said premises between the Promoter and the Allottee/s under this Agreement. The Allottee/s do hereby agree/s and confirm/s with the Promoter that along with other installments payable under this Agreement, the Allottee/s will also pay pro rata amount towards Service Tax as and when demand hereof is made by the Promoter by Cheque/Pay Order drawn in favour of the Promoter or as may be directed by the Promoter without any delay or default. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

b) The Allottee/s hereby further agree/s and confirm/s with the Promoter that if there is any additional liability over and above the amount/s deposited and to be deposited by the Allottee/s with Promoter towards payment of Service Tax payable in respect of the transaction of sale of the said premises in pursuance of this agreement and interest and penalty (if any) accrued thereon (if any), then all such liabilities will be borne, paid and discharged by the Allottee/s upon being called upon to do so by the Promoter without any delay or default. The Allottee/s further agree/s and confirm/s that the aforesaid obligation to pay any further or other amounts towards the Service Tax, interest and penalty by the Allottee/s will be charge on the right, title, interest, claim and demand by the Allottee/s in respect of the said premises agreed to be purchased by the Allottee/s. The Allottee/s agree/s to indemnify and keep harmless the

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Promoter and their estates and effects against all claims, demands and dispute in respect of any liability of Service Tax, interest of penalty payable to the Service Tax Authorities and all other costs, charges, expenses and losses suffered or incurred by the Promoter and to reimburse to the Promoter all such Service Tax, interest, penalty and all costs, charges, expenses and losses forthwith on demand without any delay default or demure.

c) In addition to the agreed purchase price and other amounts specified in this agreement, the Allottees shall be liable to pay any Other Taxes, Rates, Cesses, Charges etc., as and when may become payable on account of any Statutory Provisions, Orders, Notification etc. of the State or Central Government, Local Body, Local Authority etc.

#### 11. SCOPE AND LIMITATION OF THE RIGHTS OF THE ALLOTTEE:

a) Save and except the premises hereby agreed to be purchased by the Allottee, Allottee shall have no claim, on any other premises and areas including stilt, terrace and open spaces around the said property, which shall always remain the property of the Promoter until the whole of the said property is transferred to the society subject to the rights of the Promoter as contained in this Agreement.

b) It is expressly agreed between the parties that Promoter is fully entitled to utilize the F.S.I. that is presently available in respect of the said property and that the Promoter shall be entitled to an additional F.S.I., if the same becomes available, in respect of the said property on account of the change in the statute, rules and regulations, including Development Control Rules in respect of the vicinity where the said property is situated. For removal of doubts, it is made clear that in respect of the said property, it shall be the Promoter, who will be entitled to utilize the same for its benefit and that the Allottee or the co-operative Housing Society Ltd. of the flat Allottees from the said building shall not claim right over such F.S.I.

#### 12. PROMOTER'S RIGHT OF ASSIGNMENT :

In so far as it does not in way prejudicially affect the right of the Allottee in respect of the said Premises, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with its rights and interest in the said property or in the said complex being constructed thereon. Provided that in such event

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the Allottee herein and/or Assignee of the Promoter shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

**13. POSSESSION OF THE PREMISES:**

a) The possession of the said premises will be endeavored to be handed over by the Promoter to the Allottee on or before 24 Months PROVIDED the Promoter has received the full purchase price of the said premises and other amounts payable by the Allottee to the Promoter under these presents, AND FURTHER PROVIDED the Promoter has received all such amounts from other Allottees strictly as per time schedule Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date if the completion of building in which the said premises is to be situated is delayed on account of: -

- i) Non- availability of steel, cement, other building materials, water or electric supply; or
- ii) War, civil commotion or act of god; or
- iii) Any notice, order rule, notification of the Government and/ or other public competent authority; or
- iv) Changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
- v) Delay in grant of any NOC/permission/license/connections for installation of any services, such as lifts, electricity and water connections and meters to the Project/ premises/road or completion certificate from appropriate authority or

**FURTHER PROVIDED** if there is delay in issue of Occupation Certificate by the Thane Municipal Corporation and/or planning Authority, the period of possession shall automatically stand extended. Nonpayment of consideration and of dues by the Allottee and other Allottees of premises in the complex strictly as per time Schedule stipulated in their respective Agreements shall be construed as one of the circumstances beyond the control of Promoter.

If the Promoter fails or neglects to give possession of the said premises to the Allottee on account of reasons beyond its control and of its agents as referred hereinabove, by the aforesaid date or the date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by

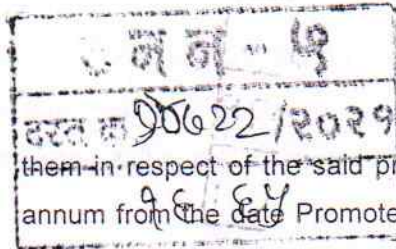
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them in respect of the said premises with simple interest at six percent per annum from the date Promoter received the sum till the entire amounts and interest thereon is repaid.

IT is agreed that upon refund of the said amount as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said premises to any person or party as the Promoter may desire at their absolute discretion.

b) While accepting the possession of the said premises from the Promoter, the Allottee shall get himself/herself/themselves satisfied about the quality of work and amenities provided to the said premises etc. and after the Allottee taking possession of the said premises, he/she/they shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the said premises or otherwise howsoever.

c) Commencing a week after notice in writing is given by the Promoter to the Allottee that the said premises is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of flat) of outgoings in respect of the said premises and building viz. local taxes, betterment charges or such other levies by the concerned local authority and/ or Government water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management & maintenance of the said property and building.

d) The Allottee shall cease to have any ownership and/or occupancy right over the said occupied premises from the date of delivery of possession of the same to the Promoter and shall not be liable to pay the monthly maintenance and other outgoings in respect thereof to the Said Society and/or the Promoter herein. From the date of receiving the vacant and peaceful possession of the said premises, agreed to be provided or allotted/ sold under the present Agreement, the Allottee shall be entitled to hold, use,

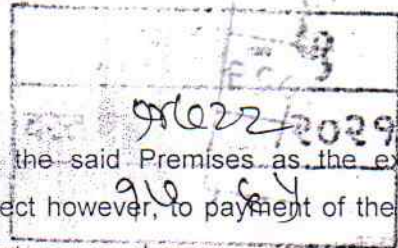
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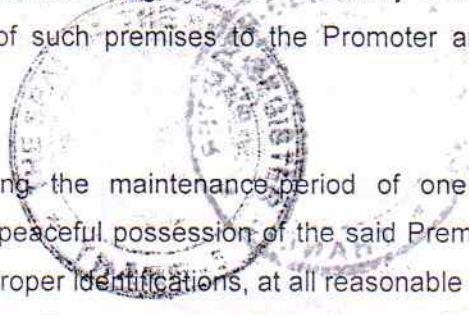
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occupy, possess and enjoy the said Premises as the exclusive and absolute owner thereof, subject however, to payment of the proportionate municipal taxes, monthly maintenance charges, cess, electricity charges, and other outgoings in respect of such premises to the Promoter and/or authorities concerned.



e) The Allottee shall permit during the maintenance period of one year after obtaining the vacant and peaceful possession of the said Premises, Promoter and his surveyors with proper identifications, at all reasonable time, to enter into and upon the said Premises or any part thereof to examine the condition thereof, or for the purpose of rectifying the defects, if any, in the Said Premises.

**14. INCORPORATION OF NEW MEMBER IN THE SAID SOCIETY:**

a) The Society shall incorporate all the flat/shop/office purchasers in the said Building to be constructed on the said property as its member. No objection shall be given by the Allottee if any changes or modifications are made in the draft of bye-laws of the said Society as may be required by the **Registrar of Co-operative Societies** or any other Competent Authority. The Allottee shall have no right to object to formation of society or to insist for any particular type of Organization other than the co-operative housing society.

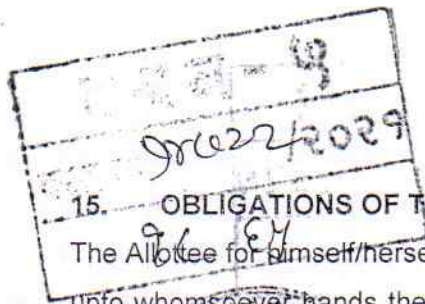
b) The said Society shall have overall authority and control of the Promoter in respect of all matters concerning the said building and said property. The Promoter shall have absolute authority and control as regards the unsold premises and shall have right to sell the same to any third party and to receive and appropriate the consideration thereof for itself. In such eventuality, on receipt of application by such Allottees, it shall be binding on the society to accept such Allottee of sold premises as member of the society without demanding any premium, donation or like amount, thereof.

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**15. OBLIGATIONS OF THE ALLOTTEE:**

The Allottee for himself/herself/themselves with intention to bring all persons upto whomsoever hands the said premises may come, doth hereby further covenant with the Promoter as follows:-

- a) From the date of possession of the said premises, shall maintain at Allottee/s own cost the said premises in good and tenantable repairs and condition, and shall not make any changes alterations or additions to the said premises or any portion thereof and shall not do or suffer to be done anything in or to the staircase, lift and any passage of the building in which the said premises is situated or which may be against rules, regulations and bye-laws of the local authority or any other Competent Authorities; And in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the said society and/or concerned authority.
- b) Shall not change the user of the said premises for which it is being sold.
- c) Shall not store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned authority or other authority and shall not carry or cause to be carried heavy package whose upper floors which may damage or likely to damage the staircases, common passages, or any other structures of the building in which the said premises is situated, including entrance of the building in which the said premises is situated and in case any damage is caused to the Building in which the said premises is situated or the said premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- d) Shall carry out at his own costs all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said premises is situated or the said premises which may be contravene the rules and regulations and bye-laws of the concerned local authority or the other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible

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and liable for the consequences thereof to the concerned local authority and/ or other public authority.

e) Shall not change the exterior dispensation, exterior colour scheme, elevation, general outlook of the buildings constructed on the Said Land under any circumstances. The Allottee shall also not check out any projections outside the Said Premises in any manner whatsoever. The Allottee shall at his/her/their cost and expense have the safety grills fixed to the windows and other openings provided in the Said Premises of the size, specifications and standard finalized by the Promoters. The Promoters shall not pierce or chisel any structural member of the Said Premises and/or the buildings in which the same is situated under any circumstances while carrying out any interior decoration in the Said Premises.

f) Shall not enclose the flower bed and not to keep flower pots on flower beds and windows or include the same inside the premises for any use and shall not make any change in the elevation and outside colour scheme of the building without prior written permission from the Promoter, and/or the society and/or concerned authority and shall keep the portion, sewers, drains, pipes in the premises and appurtenances thereto in good tenantable repairs and condition and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC part or other structural members without prior written permission from the Promoter and/or the said society and/or the Concerned Authority.

g) The Allottee shall not put any loft nor carry out any alterations and/or additions in the said premises of a permanent and/or additions in the said premises of a permanent and/or structural nature without the prior permission in writing of the Promoter at any and all times hereafter, failing which, the promoter shall have a right to enter upon the said premises and to remove and/or demolish such additions or otherwise entirely at the costs of the Allottee which shall be without prejudice to rights of the Promoter, to terminate this Agreement.

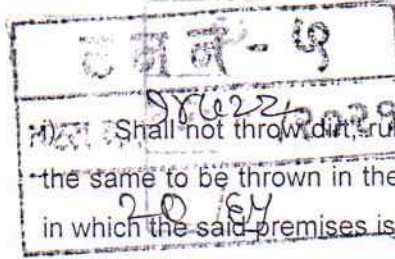
h) Shall not do or permit to be done any act or thing which may render void or voidable any insurance of the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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Shall not throw dirt, rubbish, raggs, garbage or other refuse or permit the same to be thrown in the compounds or any portion of the said building in which the said premises is situated.

j) To pay to the Promoter within 7 days of demand by the Promoter his/her/their share of dues as mentioned in forgoing paragraphs and to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee.

k) The Allottee shall not transfer, assign or part with the said premises or the interest or benefit of this Agreement or part with the possession of the said premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained prior permission in writing of the Promoter in that behalf which permission shall not be unreasonably withheld.

l) The Allottee shall not let, sub-let, transfer, assign or part with the Allottee's interest or benefit of this Agreement or part with possession of the said premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter.

m) The Allottee shall observe and perform the rules and regulation which the society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with terms of this Agreement.

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n) The Allottee shall not demand partition of his/her/their interest in the said building and/or property, his/her/their interest in the said properties and/or said property being impartible.

o) Till the Conveyance of the said property is executed, the Allottee shall permit the Promoter and their Surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said properties and buildings and the said premises or any part thereof to view and examine the state and condition thereof.

Stamp box containing the date 29/06/2022 and the number 64.

16. STAMP DUTY:

a) The Allottee shall alone pay all stamp duty, registration charges, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Agreement and any document act and requisition performed pursuant hereto. The Allottee shall immediately after the execution of this Agreement, lodge this Agreement for registration and inform within reasonable time the serial number and the date of lodgment to the Promoter to enable the Promoter to attend the office of the Sub-Registrar and to admit execution hereof.

b) The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of Conveyance of the said property in favour of the said society shall be borne and paid by the Allottee along with other Allottees, in proportion of their respective holdings as and when demanded by the Promoter or the said society as the case may be.

17. MISCELLANEOUS :

a) The Promoter shall in respect of any amounts remaining unpaid by the Allottee under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Allottee.

b) All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if posted to the Allottee under registered A.D. / speed post or by Courier Service at the address given by the Allottee and as recorded in the title of this Agreement.

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c) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

18. In this Agreement

- a) Unless the context otherwise implies, the expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

19. It is specifically agreed by and between the parties hereto that in the event of any clause or clauses or provision or provisions of this Agreement becoming void on account of any laws, rules and regulations, then and in that event the entire Agreement shall not be treated void-ab-initio and, in such case, the such defective clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from the rest of the clauses of this Agreement.

20. This Agreement sets forth the entire understanding of the Parties to this Agreement with respect to the subject matter here of and supersedes all prior letters of intent, allotments letters, agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, or representative of either Party relating thereto.

21. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 (RERA) or the Rules and Regulations made there under as well as the relevant provisions of the Maharashtra Ownership Flats (Regulations of the Promotion, Sale, Management and Transfer) Act 1963 and the rules made there under as may be applicable.

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22. Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Allottee whether expressly or impliedly shall be deemed to be covenant running with the said flat and shall be binding upon the Allottee and his legal will at all times thereafter.

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**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**(SAID PROPERTY)**

All that piece and parcel of land bearing C.T.S. No. 315 to 318 Tika No. 13 admeasuring 620.3 Sq. mts. situate at Thane registration district and sub district Thane, and also within limits of Thane Municipal Corporation, together with the old load bearing structure comprised of Ground floor standing thereon bounded as under:



**THE SECOND SCHEDULE HEREINABOVE REFERRED TO :**

**(SAID SECOND PROPERTY)**

Residential Flat adm. 475 Sq. ft. Carpet area ( 44.12 Sq. mtrs. approximately) bearing Flat No. 703, on Seventh Floor of Building named as "Satishdham SOCIETY" constructed on the said property described in the First schedule hereinabove.

**THIRD SCHEDULE ABOVE REFERRED TO:**

**(Description nature & extent of the Common Areas & Facilities)**

1. Common terraces on the top of the building.
2. Common staircase, landings, common passages.
3. The electrical installations, common lightings.
4. Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks.
5. Drainage lines, Sewage Lines, Plumbing
6. Compound Wall, Common Gates.

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*Sank*

*[Signature]*

*J. P. Meis*



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दिनांक १४/०२/२०२१

IN THE WITNESS WHEREOF THE PARTIES HERE TO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON  
THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED by the  
withinnamed the "PROMOTER"  
M/s. Shruti NX  
Through his partner

1) Mr. Jatin I. Shah



2) Mr. Umang G. Savla



3) Mr. Rishit C. Shah



In the presence of .....

1. Mr. Niraj S. Padke

2. Mr. Jitendra D. Patil

SIGNED AND DELIVERED by the  
withinnamed the "ALLOTTEES"

1) Mrs. Lata Ramesh Naik



In the presence of .....

1. Mr. Akhil Naik

2. Mr. Niraj S. Padke