

74/18253

पावती

Original/Duplicate

Friday, December 11, 2020

नोंदणी क्र.: 39M

12:08 PM

Regn.: 39M

पावती क्र.: 19951 दिनांक: 11/12/2020

गावाचे नाव: पारसिक

दस्तऐवजाचा अनुक्रमांक: टनन2-18253-2020

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मे. जय श्री कृष्ण इंटरप्रायझेस तर्फे भागीदार मनिषा जगतसिंह गिरासे, नरेंद्र अर्जुन घनानी, नेहाल प्रविणचंद्र तन्ना यांच्याकरीता कबुलीजबाबाकरीता नेहाल प्रविणचंद्र तन्ना -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1840.00

पृष्ठांची संख्या: 92

एकूण:

रु. 31840.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

12:22 PM ह्या वेळेस मिळेल.

सह दुय्यम निदेशक वर्ग, २
Joint Sub Registrar Thane 2

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 1763250/-

1) देयकाचा प्रकार: By Cash रक्कम: रु. 1840/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008044363202021E दिनांक: 11/12/2020

बँकेचे नाव व पत्ता:

नोंदणी फी माफी असल्यास तपशिल :-

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

Ramesh

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CHALLAN
MTR Form Number-6



GRN	MH008044363202021E	BARCODE			Date	08/12/2020-18:34:32	Form ID	25.1
Department				Inspector General Of Registration				
Stamp Duty				Payer Details				
Type of Payment				Registration Fee				
Office Name				THN2_THANE 2 JOINT SUB REGISTRAR				
Location				THANE				
Year				2020-2021 One Time				
Account Head Details				Amount In Rs.				
0030063301 Registration Fee				30000.00				
Flat/Block No.				VILLAGE - PARSIK				
Premises/Building				CITY SURVEY NO.278				
Road/Street				KALWA. TAL/DIST-THANE.				
Area/Locality				TOWN/CITY/DISTRICT				
PIN				4 0 0 6 0 5				
Remarks (If Any)				SecondPartyName=MANJULA SURESH PATIL-				
Amount In				Thirty Thousand Rupees Only				
Words				30,000.00				
Payment Details				IDBI BANK				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
Cheque/DD No.				Bank CIN	Ref. No.	69103332020120819068	2647025940	
Name of Bank				Bank Date	RBI Date	08/12/2020-18:34:47	Not Verified with RBI	
Name of Branch				IDBI BANK				
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 चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.



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CERTIFICATE

U/s 32 (1) (b) of the Maharashtra Stamp Act
Office of the Collector of Stamps, Thane (City)

Case No. Adj. 369/2020 Received Adj. Fee Rs. 100/-
vide Challan Receipt No. Date 6/11/2020

Received from Shri MHO 6836023702021E
M/s. JAY SHREE KRISHNA

Residing at

Stamp Duty of Rs. (17,63,250/-) Seventeen Lakh
Sixty Three Thousand Two Hundred Fifty only

vide Challan No. Dated 02/12/2020

MHO 7752161202021E

Certificate under section 32 (1) (k) of

the Maharashtra Stamp Act that the full duty of

Rs. 17,63,250/- with which this instrument is
chargeable has been paid vide article No. 5(8-9), 85(B)

of schedule I of Maharashtra Stamp Act 1958.

This certificate is subject to the provision of
section 53 A of Maharashtra Stamp Act.

Place: Thane

Date: 1 / 120

(Manoj Wavikar)
Collector of Stamps, Thane (City)

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7.12.2020

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DEVELOPMENT AGREEMENT

These Articles of Agreement is made and entered into at
Thane on this ^{11th} day of ^{December} November in the year Two
Thousand and Twenty (2020) by and between 1. MRS.
MANJULA SURESH PATIL, Age 59 Years, Occ.
Housewife, 2. MR. ROSHAN SURESH PATIL, Age 38
Years, Occ. Business, 3. MR. ROHAN SURESH PATIL,
Age 30 Years, Occ. Business, 4. MRS. MALTHI NARESH
PATIL, Age 55 Years, Occ. Housewife, 5. MR. ASHISH

Annex
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NARESH PATIL, Age 28 Years, Occ. Business and 6.

MISS. PRIYANKA NARESH PATIL, Age 20 Years, Occ.

Student, all residing at Sai Raj Bungalow, Parsik Nagar, Opp. Vastu Anand, Old Mumbai Pune Road, Kharigaon, Kalwa, Thane 400 605, hereinafter collectively referred to as the "OWNERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heir, executors, administrators and assigns) of the ONE PART;

AND

M/S. JAY SHREE KRISHNA ENTERPRISES, (a registered partnership firm) having address at B-105, Shree Suryadarshan Co. Op. Hsg. Society Ltd., Parsik Nagar, Kharigaon, Kalwa (W), Thane 400 605, through its Partners

1. MRS. MANISHA JAGATSING GIRASE, Aged 38 Year's, Occ. Business, 2. MR. NARENDRA ARJAN DHANANI, Aged 52 Year's, Occ. Business, and 3. MR. NEHAL PRAVINCHANDRA TANNA, Aged 42 Year's, Occ. Business hereinafter referred to as the "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the SECOND PART;

WHEREAS the Party of the One Part are the owners and as such are well seized and possessed of, or otherwise well and sufficiently entitled to land admeasuring 2300 Sq. Mtrs., out of land bearing City Survey No. 278, (corresponding to Gut No. 171) of Village Parsik, Tal. & Dist. Thane, duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation (hereinafter referred to as "THE SAID LANDED PROPERTY") which said landed property is more particularly described in the "Schedule" hereunder written and is shown delineated by a



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Red Colour boundary line in the sketch annexed hereto as
"Annexure - A" forming part of these presents;

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AND WHEREAS the Owners have been in actual and physical possession, occupation and enjoyment at the Said Landed Property as the absolute and lawful owners thereof;

AND WHEREAS the Owners due to their personal exigencies were finding it very difficult to carry on the development and construction work on the Said Landed Property;

AND WHEREAS the Owners due to their diverse occupation are unable to conveniently develop the Said Landed Property;

AND WHEREAS the Owners have therefore decided to grant development rights in respect of the Said Landed Property;

AND WHEREAS the Owners being known to the Developers and the Developers having sound financial position and expertise in the field of development of the lands and construction of the buildings, the Owners approached the Developers and offered to grant the development rights of the Said Landed Property in favour of the Developers for valuable consideration, with a view to erect building/s thereon, as per the plans and specifications that may be sanctioned by the Local Authority i.e. Thane Municipal Corporation;

AND WHEREAS in the meeting held for negotiations and finalization, the Owners disclosed to the Developers all the

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दस्त कनांक 96242 relevant documents, papers, transactions, liabilities,
90/12 commitment, etc.;

AND WHEREAS the Developers have inspected all the relevant documents and papers of the Said Landed Property and made all necessary enquiries with the concerned person/s and thereafter proposed to get assigned to themselves all the rights of Development, authorities, privileges, etc. of the Owners in their favour;

AND WHEREAS the meeting of the parties hereto were held and during the negotiation the Owners have assured to perform as below and have represented to the Developers that;

The Owners declare that:

- a. They are well seized and possessed of the Said Landed Property and they are absolutely entitled to deal with the Said Landed Property in the manner they deem fit and proper;
- b. The Owners have not created any adverse right in respect of the Said Landed Property;
- c. The Owners have already paid all the land revenue, cess, payable to Thane Municipal Corporation, Local Authority, Revenue Authorities, etc. and that there are no dues payable to any of the aforesaid authorities in respect of the Said Landed Property;

- d. The Said Landed Property is free from all encumbrances and Owners have absolute right and authority to enter into this Agreement and their title



to Said Landed Property is absolutely clear and marketable.

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- e. The Owners on execution of this agreement shall allow the Developers to carry out the survey of the Said Landed Property and ascertain the exact area and demarcate the boundaries thereto and shall allow the Developers to obtain all the requisite permissions, from the authorities concerned, at their own costs, expenses, risks and responsibilities, with a view to enabling the Developers to smoothly carry out and complete the work of development of and construction on the Said Landed Property as proposed;

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- f. That immediately upon execution hereof, the Developers shall be entitled to publish a Public Notice in the local newspaper thereby inviting objections from public at large for the transaction so contemplated through these presents and they, the Owners, shall at their own costs, expenses, risks and responsibilities, settle the claims and satisfy the objections, if any, received from any person/s, and shall make out their clear and marketable title to the Said Landed Property.

- G. That there are no suits or any other proceedings and/or lispendence or other notices pending in respect of the Said Landed Property or any part thereof.



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That there are no attachments either before or after the judgment levied and/or pending in respect of the Said Landed Property or any part thereof;

I. That no person/s are having any easementary rights or right in the nature of easemenary rights in or upon the Said Landed Property;

J. That the Said Landed Property and every part thereof is free from all encumbrances, charges, equities, claims, disputes and demands and the title of the Owners to the Said Landed Property and every part thereof is clear and marketable.

K. That there are no Income Tax or other Court Proceedings pending or any other attachment levied or any prohibiting order issued by the Income Tax authorities or any other relevant authorities in respect of the Said Landed Property or any part thereof.

L. They are not restrained either under the Income Tax Act, Gift Tax Act, Wealth Tax Act or under any other statute or law for the time being in force or court proceedings from dealing with or dispossessing of the Said Landed Property to any person/s or party;

M. There are no boundary disputes with the occupants of the adjacent plot of lands or any statutory body or authorities in respect of the Said Landed Property or any part thereof.

N. In case of any differences / disputes arising between the Land Owners any time during the subsistence's



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of this agreement or during the development work of the Said Landed Property, they will settle the differences / disputes amongst themselves without disturbing / troubling the development work on the Said Landed Property.

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NOW THEREFORE THESE PRESENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Owners do hereby jointly and each of them doth hereby severally agree and declare that the recitals contained hereinabove shall always form an integral part of these presents. The Owners are aware that the Developers have agreed to get assigned the rights of development in respect of the Said Landed Property only upon the specific assurance of the Owners about the correctness and truthfulness of the contents of the recitals hereinabove. In the event of any of the covenants of the Owners mentioned herein or of the contents of the recitals hereinabove are found to be false and/or incorrect, then in that event the Developers shall be entitled to put to an end to these presents. The Owners further agree and declare that unless and until the entire amount invested in the said project are repaid to the Developers alongwith the interest that may be decided on mutual consent at that time and the liquidated damages, the Developers shall be entitled to hold and retain the de-jure and de-facto possession of the Said Landed Property and every part thereof. The Developers shall also have a charge in or upon the Said Landed Property for the repayment/reimbursement amount of price paid by the Developers to the Owners and or the amount invested in the said project alongwith the interest that may be decided on mutual consent at that time as set out in these presents.

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The Owners hereby appoint the Developers as their Developers and the Developers hereby accept their appointment as the Developers of the Owners in respect of the Said Landed Property, more particularly described in the Schedule hereunder, subject to the provisions of this agreement.

3. The Owners hereby grant License in favour of the Developers to enter upon the Said Landed Property for the purpose of developing the same, and Developers shall develop the Said Landed Property more particularly described hereunder, with a view to enabling the Developers to smoothly carry out and complete the work of development of and construction on the Said Landed Property as per the plans to be sanctioned by the Thane Municipal Corporation, Local Authority at their own costs, risks, expenses and responsibilities, by putting building/s or such other structure / construction on the Said Landed Property. The Developers shall have full liberty to utilize and consume the entire potential F.S.I. (Floor Space Index) that may be available or may become available in respect of the Said Landed Property.

4. The Developers at their own costs and expenses, from the date of execution hereof, obtain and procure, necessary permissions, U.L.C. permission, development permission etc. from the appropriate authorities for smooth development of the Said Landed Property and for giving practical effects to the intents of these present.

5. The Developers are also entitled to take benefit of transfer of development rights and such other benefits that may become available to them for the time being permissible under law, rules and regulation, from the Said Landed Property without becoming liable for



payment of any consideration or to any recourse to the Owners.

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6. The Owners shall make clear and marketable title in respect of the Said Landed Property. In the event of any defect is found in title of the Owners to the Said Landed Property, before the execution of the Conveyance, the Owners shall, at their own costs, expenses, risks establishment and responsibilities, clear all the defects and make out a clear and marketable title to the Said Landed Property.

7. The Developers having agreed and undertaken to get assigned the rights of development and construction on the Said Landed Property, The Owners have agreed to assign their rights of development, authorities, power, privileges, etc. on the consideration by the Developers to provide 30% of the constructed residential premises free of cost as to be mutually decided between the Owners and the Developers at the time of allotment or at the time of making of supplementary agreement in the proposed building as per the area to be derived by the Architect and also 40% of the constructed commercial premises free of cost as per the area to be derived by the Architect as per the plans and specifications approved by the Thane Municipal Corporation, within 3 years from the date of last issuance of the Commencement Certificate by the Thane Municipal Corporation.

8. The Owners shall be entitled for 30% of the generated available parking in the said project from the Developers free of cost.

9. The Developers shall execute a Special Power of Attorney in favour of one of the Owners for admitting the execution of the supplementary agreement, to be executed in favour of Owners in respect of the New Flat

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Premises coming to the share of the Owners,
before the Sub Registrar of Assurances.

10. In addition the Developers shall keep with the Owners a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) as interest free refundable Security Deposit for the performance and observance by the Developers of the term and conditions herein after appearing, which shall without prejudice to the other rights and remedies of the Owners, be liable to be forfeited in the event of the Developers committing breach of any condition or more of the term thereof.

11. In addition to the above the Owners will be entitled for the Floor Space Index to be sanctioned by the Thane Municipal Corporation for the set back area in the form of residential premises free of cost from the Developers. The allotment and or the supplementary agreement for the same in favour of the Owners will be done on sanctioning of the plans.

12. The legal expenses for registering the flat / Shop coming to the share of the Owners shall be borne by them out of their expenses. The Developers shall execute a separate agreement to that effect with the said the Owners or New Flat / Shop purchasers at the cost and request of the Owners.

13. The said new Flat / Shop premises agreed to be allotted to the Owners as aforesaid by the Developers shall be provided with the amenities as to be provided to the proposed Purchasers of Shops / Flats in the Said Building to be constructed. However if the Owners desire to have any additional facilities or extra special amenities the Developers may provide the same to the Owners at extra costs as may be required and stipulated



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by the Developers which will be paid by the Owners prior to taking of possession. Those amenities to be provided to the shop and residential flats and to the entire building have been mentioned in schedule "A" of these present respectively.

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14. After the Said Flat / Premises are ready for occupation the Owners within 15 days from the intimation received from the Developers that the Said Flat / Shop are ready for use, take over the possession of the Said New Flat / Shop as agreed to be allotted to them on payment of all sums, charges, dues etc. to the Developers.

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15. The Owners jointly and each severally declare that the payment of consideration received by any one or more amongst the Owners shall always be deemed to be the payment of consideration received by all the Owners.

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16. The Owners have, on or before execution hereof, handed over vacant and physical possession of the Said Landed Property to the Developers in part performance of the contract. The Developers shall hereafter be entitled to use and enjoy the Said Landed Property in any manner as the Developers may deem fit and shall be entitled to carry out development work thereof or a portion thereof by construction of one or more buildings thereon.

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17. The Owners agree and declare that if any of the covenants and declaration made by them herein are found to be incorrect and/or false or if title of the Owners is found to be defective, the same shall be cleared by the Owners at their costs, charges and expenses without recourse to the Developers. On the failure of the Owners to clear such defects, the same shall be cleared by the Developers entirely at the costs, charges and expenses of the Owners and that the said



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expenses shall be deducted by the Developers from the balance of consideration payable to the Owners without any reference and/or recourse to the Owners and the Owners of hereby jointly and each of them doth hereby severally give their irrevocable consent to the Developers for the same.

18. The Owners shall provide all the papers to the Developers required to be submitted to Thane Municipal Corporation and/or any other competent authority and to assist and co-operate the Developers to obtain various orders, approvals of the Plans, LOI, Annexures, IOD/CC, Occupation Certificate in respect of the proposed building to be constructed.

19. The Developers shall be entitled to submit the necessary application for converting the Said Landed Property or any part thereof for non-agricultural purposes, for sanction of layout/s, sub-division, amalgamation and sanction of the building plans for the developments of the Said Landed Property and for obtaining sanctions or permissions or no objection certificates under the provisions of the Urban Land (Ceiling & Regulations) Act, 1976, if required.

20. All costs, charges and expenses of scrutiny, layout, building plans, sub-division if necessary and to get the same duly sanctioned by all the concerned authorities shall be borne and paid by the Developers and the Developers shall pay the necessary scrutiny fees, Architect's fees, deposits etc. the Developers shall comply with the various terms and conditions of the permission under the Urban Land Ceiling and Regulations Act, 1976 I.O.D. and sub-division if necessary of the Said Landed Property, entirely at their costs, charges and expenses.



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21. The Owners agree and declare that they shall make out and deduce a clear and marketable title in respect of the Said Landed Property and shall further handover all the original documents of title in respect of the Said Landed Property to the Developers or their Advocate within a period of 15 days from the date of execution hereof. The Owners shall obtain a certificate of marketability of their title from reputed Advocates/Solicitors and hand it over the same to the Developers within a period of 60 days from the date of execution hereof. Notwithstanding what is stated hereinabove, the Developers shall be entitled to make due diligence for ascertainment of marketability of title of the Owners in respect of the Said Landed Property.

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22. The Owners have agreed to discharge their obligations, incurs costs, charges and expenses towards their share and co-operate all throughout the completion of the Development on the Said Landed Property. In the event of the direct payment being made by the Developers, the same shall stand adjusted against the payment to be made by the Developers to the Owners.

प्रवृत्ती नरेरा पर्विल

23. The Owners shall be entitled to hold, possess, occupy and use the said new Flat/ Shop Premises for the purpose allotted. The Owners shall also be entitled to sale, transfer and or dispose of the said new Flat / Shop Premises to any third person/s for the consideration that they deem fit and proper. The Owners agrees that the Developers shall be a party to such allotment agreements / agreement for sale to be executed in respect of New Flat/s, Shop/s coming to the share of the Owners.

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24. The Owners agree to pay to the Developers all the charges and outgoings such as taxes, cesses, etc. from the date of possession of the new Flat / Shop Premises till such time as shall be required for formation and registration of society.

25. Simultaneously on execution of these present, the Owners shall execute an irrevocable power of attorney in favour of the Developers for enabling the Developers to eventually commence, carry out and complete construction and development of the Said Landed Property in all respect.

26. The Owners agree to extend all the necessary co-operation to the Developers in the matter of complete acquisition and eventual development and to sign and execute all such supplications, petitions, affidavits, declarations, indemnities, etc. which shall be required for the effective completion of the development project.

27. The Owners, upon execution hereof, hereby grant an irrevocable authority in favour of the Developers to exercise all or any of the following rights and authorities:

- To put and/or to erect his sign boards and to deploy security guards upon the Said Landed Property and also to issue the advertisements in the newspapers and other media as may be deemed fit by the Developers, announcing the construction of the building project on the Said Landed Property and the sale of the flats, shops, garages, tenements etc. on ownership basis or otherwise.
- To survey the Said Landed Property and to construct the compound walls and/or wire fencing and/or boundary walls in or surrounding the Said Landed Property so as to protect the same from any encroachments.



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- c. To prepare or cause to be prepared the building plans and specifications from the Architects and to submit the same to the local authority or to any other Government, Semi-Government Authorities for sanction thereof.

- d. To approach the concerned authorities for obtaining service connections including water and electricity connections, either for carrying out the construction and development activities in or upon the Said Landed Property or otherwise.

- e. To approach the concerned authorities for obtaining quotas of cement, steel and other building materials in the event of the same being put under control.

- f. To approach any financial institutions, banks, etc. for raising funds by mortgaging the Said Landed Property or any part thereof with the said financial institution with the written consent of the Owners.

- g. To use and utilize the entire potential floor space index available in respect of the Said Landed Property for construction of one or more building in or upon the Said Landed Property and also to load TDR as may be permissible under the Development Control Regulations for construction of addition floors or buildings.

- h. To commence, carry on and complete construction of one or more buildings on the Said Landed Property for utilization of entire available FSI and the FSI that may become available at any time in future in respect of the Said Landed Property.

- i. To dispose of on ownership basis all the residential flats, shops, basements, parking spaces, tenements or any

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other rights in the buildings to be constructed on the Said Landed Property to the persons or parties the price and upon the terms and conditions as the Developers may deem fit and proper.

- j. To receive the consideration from the buyers of the respective flats, shops, tenements or any other rights in the building to be constructed on the Said Landed Property and to apply and utilize such considerations as the Developers may deem fit and proper. The Owners make it clear that the Developers alone shall be entitled to the benefits of the consideration received from the sale of flats, shops tenements and other rights in the building/s to be constructed in or upon the Said Landed Property. The Owners jointly and severally undertakes not to claim any right or share in such consideration at any time in future.

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- k. To enter into any agreements for sale of flat, shops, tenements or any other rights in the buildings to be constructed on the Said Landed Property, and to register such agreements and to admit the execution thereof before the concerned registration authorities.

- l. To apply for and obtain in the name of the Owners building completion / occupation certificate/s from the local authority.

- m. To hand over possession of the flats, shops, basements, parking space, tenements, etc. to the buyers of the respective flats, shops or tenements in the proposed buildings.



28. The Developers shall be entitled to load TDR/DRC in or upon the Said Landed Property or any part thereof. The



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/Developers shall further be entitled to amalgamate sand/or sub-divided the Said Landed Property or any part thereof as may be deemed fit and expedient to the Developers. The Developers shall be entitled to surrender and/or handover any portion of the Said Landed Property to any Government, Semi-Government or local authorities for public purpose or otherwise and shall be entitled to derive benefits there from. The Developers, on and after this date, shall be entitled to surrender the areas in the Said Landed Property to the appropriate authority and receive consideration in lieu thereof either in monetary form or in the form of grant of addition FSI, TDR, etc. the consideration by the Developers to the Owners as mentioned in theses present, in inclusive of the consideration payable in respect of the area/s under reservation. In the premises, the Developers shall obviously be entitled to received price or consideration in lieu of the acquired area either in monetary form or in the form of allotment of addition FSI, TDR, etc.

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29. The Owners shall execute a conveyance of the Said Landed Property together with all other rights, titled and interests therein to and in favour of the Developers or their nominee/s on the Owners receiving the peaceful possession of the new flat / shop premises from the Developers. The draft of conveyance shall be prepared by the Advocates/Solicitors of the Developers and shall be approved by the Owners of their Advocates or Solicitors. The Owners undertake to extend all the necessary co-operation to the Developers in that regard.

30. The Owners jointly and each severally to sign and execute all the necessary applications, petitions, affidavits, declarations, agreements and documents as may be required by the Developers from time to time.



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The Owners are aware that the Developers have agreed to carry out the work of Development on the Said Landed Property and finally carrying out development work thereon by construction of one or more buildings. The Owners therefore agree to extend all the necessary cooperation to the Developers in the matter of accomplishment of their objectives of carrying out the development of the Said Landed Property.

31. The Developers agree that it shall be the sole and absolute responsibility of the Developers to form and register and/or to form and register one or more Co-operative Society / societies or such other corporate Body of all Proposed Flat / Shop Purchasers, and in particular for safeguarding and protecting the interest of the Purchaser in respect of unsold Flats / Shops, under reservation for any specific purpose in the Plan and all common areas and facilities in the Said Landed Property that may be as the sanctioned Layout Plan as also the management, maintenance, sale, transfer, development etc. facilities etc. whatsoever as also the irrevocable right to the Developers to grant access to any neighbouring land on any terms and conditions and for such consideration as the Developers may decide from time to time in their sole discretion.

32. All letters, receipts and notices or any other communication whatsoever required to be served and or sent to the Developers shall be deemed to have been duly served and received by the Developers in any eventuality at the address mentioned and will discharge the Owners of their obligations from the same. It is agreed if there is any change in the address of the Developers, they shall inform the same to the Owners in writing.



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33. During the subsistence of this agreement, neither party shall do any act, deed, matter or things which shall constitute and breach of any of the terms and conditions of this agreement.

34. The Developers shall also be entitled on their own account to sell, allot and allow on 'Ownership basis' the Flats / Shops, Open space, Car Parking etc. and or any other structure to be constructed on the Said Landed Property by them and in any part of the Said Landed Property to the prospective purchasers, tenants, lessees, licence, etc. for that purpose to enter into on their own behalf risk and responsibility, agreements or letter of allotment or such under writings or documents in their own name. It is specifically agreed that it shall be the obligation of the Developers to comply with and carry out the agreement for sale, letters of allotment, writings and documents with respective purchasers. It is also specifically agreed that the Developers shall be entitled to receive and retain with them all the moneys from the persons to whom the said proposed development are to be sold or allotted, as the case may be, in the Said Landed Property to be constructed and developed by the Developers on the Said Landed Property and to appropriate the same in such manner as the Developers may deem fit. The Owners shall also not be liable or responsible to any such persons so far as said moneys are concerned either for refund thereof or for any misapplication or non-application thereof or part thereof.

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35. If the Owners sale any of the premises coming to their share area before issuance of Occupation Certificate by TMC then the Owners shall collect the GST from the such Purchaser/s and shall pay to the concerned



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authorities the said amount collected as provided under

36. The Owners shall execute or cause to be executed a proper deed of conveyance and/or Lease Deed and/or Deed of Assignment and all other necessary documents and papers to complete the title agreed to be given in respect of Said Landed Property, particularly to convey their right, title and interest over the Said Landed Property in favour of the Co-operative Housing Society to be formed and registered of the Purchasers, Occupiers of the Shops / Flats, premises on the Said Landed Property proposed to be constructed. The Owners shall join or cause to be joined to such deeds and documents.

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37. The Developers shall register the said Project on the website of the Maharashtra RERA Authority as required by and under the circular dated December 4, 2017, issued by the Maharashtra RERA Authority at its own costs, expenses and from time to time forward all required further information and documents on the website of Maharashtra RERA Authority which the Developer obliged to do.

38. The Developers shall be entitled to a proper conveyance and all other monuments of title relating to the Said Landed Property from the Owners at the cost of the Developers.

39. The Developers shall have absolute authority to frame draft and prepare necessary conveyances, writings documents etc. and incorporate therein all such terms and conditions to safe-guard the interest of the Developers.



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40. **NOT WITHSTANDING** anything contained herein the Developers shall immediately upon the execution of this Agreement will be entitled to negotiate and enter into agreements for sale of Shops, Flats, Car parking in the Said Landed Property and or structures, sheds, galas, etc. to be constructed by them on the Said Landed Property on the 'ownership basis' and to accept the earnest moneys from the intending purchasers, etc.

41. The Stamp Duty and Registration Charges in respect of the Conveyance to be executed in respect of the Said Landed Property shall be borne and incurred by the Developers;

42. The Owners do hereby jointly and each of them doth hereby severally agree and undertake to indemnify and keep harmless the Developers in the event of the Developers being put to any losses or damages on account of the title of the Owners being found to be defective or on account of any obstructions or impediments being created by any of the Owners or by any person/s claiming through or under them at any time in future;

43. That all dispute and differences whatsoever which shall arise during the course of the development and/or after the termination thereof, arise between the parties or on any clause or thing herein contained or any account valuation, debts or liabilities to be hereunder or as to any act, deed or commission of any parties or as to any other matter or the rights, duties or liabilities of any person under these presents shall be referred to arbitration, one to the appointed by each party to the difference in accordance with and subject to provisions of Arbitration and Conciliation Act, 1996 or nay statutory modification or re-enhancement thereof for the time being in force

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and award or awards of such arbitrators or umpires as the case may be, shall be binding on the parties to the said dispute;

44. The parties shall pay their respective Advocate's / Solicitor's fees;

45. It is specifically agreed by and between the parties hereto that they shall be responsible for payment of GST coming to their respective shares and shall not be liable for payment of GST of each others shares;

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46. All the costs, charges of the incidental to these presents including the cost of Stamp Duty and Registration Charges shall be borne and incurred by the Developers.

THE SCHEDULE OF THE LANDED PROPERTY ABOVE REFERRED TO:

A piece and parcel of land admeasuring 2300 Sq. Mtrs., out of land bearing City Survey No. 278, (corresponding to Gut No. 171) of Village Parsik, Tal. & Dist. Thane, duly demarcated and apportioned, within the jurisdiction of the Sub-Registrar of Assurances at Thane and within the territorial limits of Thane Municipal Corporation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND SEAL ON THE DATE AND THE YEAR MENTIONED HEREINABOVE.



SIGNED SEALED AND DELIVERED

By the withinnamed THE OWNERS

1. MRS. MANJULA SURESH PATIL



मंजुला सु. पाटील



2. MR. ROSHAN SURESH PATIL



रुशन सु. पाटील



3. MR. ROHAN SURESH PATIL



रुशन सु. पाटील



4. MRS. MALTHI NARESH PATIL मालती नरेश पर्वेल



5. MR. ASHISH NARESH PATIL



अशिश नरेश पटेल



6. PRIYANKA NARESH PATIL



प्रियंका नरेश पटेल



in the presence of....

1. Raja Varwan
3 Darga SBI Colony
Naryada Thane (W)

2. SHAILENDRA D. BHORNDHE
9/4, SAIDABA NAGAR,
KALWA - THANE (W)

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SIGNED SEALED AND DELIVERED

By the withinnamed DEVELOPERS

M/S. JAY SHREE KRISHNA ENTERPRISES

through its Partners

1. MRS. MANISHA JAGATSING GIRASE



2. MR. NARENDRA ARJAN DHANANI



3. MR. NEHAL PRAVINCHANDRA TANNA



in the presence of...

1. Raju Narwani
3 Daya SBE Colony
Nagpada Thane (W)

Raju

2. SHATLENDRA. D. BHORUNDE
9/4, SAS BABA NAGAR,
KALWA - THANE (W).

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RECEIVED of and from within named DEVELOPERS a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only), being the interest free security deposit, as contemplated in this agreement in following manner:-

Cheque No.	Date	Amount	Drawn On
000007	9-12-20	4,50,000/-	Bank of Baroda
000008	9-12-20	4,00,000/-	Bank of Baroda
000009	9-12-20	4,00,000/-	Thane - W
000010	9-12-20	4,50,000/-	"
000011	9-12-20	4,00,000/-	"
000012	9-12-20	4,00,000/-	"

We Say Received

Rs. 25,00,000/-

संग्रहीत २५ पारित

MANJULA SURESH PATIL

ROSHAN SURESH PATIL

ROHAN SURESH PATIL

मालती नरेश पारित

MALTI NARESH PATIL

ASHISH NARESH PATIL

PRIYANKA NARESH PATIL

Owners

Witness :

1. Raja Vawar
3 Raja SBI colony
Narupada Thane (W)

2. SHAILENDRA D. BHORUNDE
9/4, SAIBABA NAGAR,
KALWA - THANE (W).

