

PARICHAY CO-OP. HOUSING SOCIETY LTD.

(Regn No BOM/(WR)/HSG/(TC)/7168/92-93)
 VIDYA MANDIR ROAD MISQUITA NAGAR DAHISAR (EAST) MUMBAI-68

BILL FOR PERIOD 01/12/2019 TO 31/12/2019

Name **MR. MARUTI R. KADAM (FLAT + GARAGE NO.2)**
 Flat No **C 409**

Bill No **04415**
 Bill Date **01/12/2019**
 Due Date **25/12/2019**

Particulars	Amount (in Rs.)
PROPERTY TAX	939.00
MAINTENANCE CHARGE	1,950.00
SINKING FUND	120.00
REPAIR FUND	712.00
PARKING CHARGE	225.00
SUB-LETTING CHARGE	0.00
GARAGE CHARGE	30.00
N.A TAX	0.00
ARREAR OF PROPERTY TAX	0.00
INSURANCE CHARGE	0.00
CHEQUE RETURN CHARGE	0.00
FUNCTION CHARGE	0.00
PENALTY	0.00
REFUND OF PROPERTY TAX	0.00
OTHER CHARGES	0.00
PENALTY FOR FLOWER POT	0.00
Principal Amount	59,124.00
Accumulated Interest	2,712.00
Total	3,982.00
Arrears	61,836.00
Interest on Principle Arrears	1,035.00
Grand Total	66,853.00

Rs. Sixty Six Thousand Eight Hundred Fifty Three only

NOTE: 1. INTEREST @21% P.A. WILL BE CHARGED ON AFTER DUE DATE. 2. MENTION YOUR FLAT NO. & BILL NO. ON REVERSE OF CHEQUE. 3. PAY BY ACCOUNT PAYEE CHEQUE IN NAME "PARICHAY CO-OP HSG. SOC LTD. 4. ANY OBJECTION/DISCREPANCIES IN BILL BE INTIMATED IMMEDIATELY. 5. PROPERTY TAX IS CHARGED AT REVISED RATE FROM 1/6/2015. 6. PARKING CHARGES 150/- P.M FOR 4 WHEELER, 75/- P.M FOR 2 WHE. 7. AS PER DECISION TAKEN IN AGM, ONLY 1 FLOWER POT (TULSI) CAN BE KEPT IN BALCONY BY MEMBERS IF THIS RULE NOT OBEYED THEN PENALTY OF RS 500/- WILL BE CHARGED IN MAINTENANCE BILL. 8. AS PER DECISION TAKEN IN AGM THOSE WHO L.L AGREEMENT WITH POLICE VERIFICATION ARE NOT SUBMITTED THEN PENALTY RS 5000/- WILL BE CHARGED IN MAINTENANCE BILL. 9. PLEASE REFER MINUTES OF AGM HELD ON 16/09/2018. E & O E

RECEIPT FOR BILL DATED 01/11/2019 NOT APPLICABLE

No
 Received with thanks from

Date
 C 409

Vide Cash/Chq PAYMENT NOT RECEIVED

Rs. **0.00**

Subject to Realisation of Cheque

For PARICHAY CO-OP. HOUSING SOCIETY LTD.

Hon Secretary / Treasurer / Chairman

The power of service

सपनाग्रह

BILL OF SUPPLY

RESIDENTIAL

MARUTI R KADAM
409 PARICHAY C WING CH SHIVAJI
RD
DAHISAR E
NEAR MISQUETA NAGAR
MUMBAI 400068
Mobile No. 98 6999 60
Email id ka*****@gmail.com
Connected Load in kW 4.45

To update your email id and mobile no., call us on 19122



ACCOUNT NO.
101323032



BILL MONTH
Aug-22



DUE DATE*
22-09-2022

Electric Smiles

SMILES EARNED...
10660

DUE AMOUNT
₹11640.00*



THIS
MONSOON,
BE SAFE.

Be it distancing from
electric poles or replacing
damaged electrical
components - kindly do your
bit to make it a safe

DISCOUNTED BILL AMOUNT

Round sum bill payable (after discount
of ₹62.15) on or before discount
date 08-09-2022 ₹11580.00

LATE PAYMENT BILL AMOUNT

Round sum bill payable (including
DPC of ₹5.44) after due
date 22-09-2022 ₹11740.00*

*Refers only to current bill amount.
Previous balance is payable immediately.
*Payable within one month after due date, thereafter
interest applicable as per MERC tariff order.
#1 Electric Smile equals 1 reward point credited to your account

DRYANAND SAMANT
Division Head

Disruption Notice is delivered with this bill

24x7 Powerline
19122 We're listening

For power
interruption,
complaint or
restoration
status

SM & POWER (9 digit account no.) to
70 95 11 10 10 from any mobile no.
Or give a missed call on 1800 512 9999
from your registered mobile no.
Whatsapp POWER (9 digit account no.) to
9594519122 from any mobile number

CUSTOMER CARE CENTRE (MUMBAI) ADDRESS
Jr. of Shankar Lane 83/1 Road, Kandivali (West)
Mumbai 400 057

www.adanielectricity.com
helpdesk.mumbai@electricity@adani.com

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Bill No. 101323407932
Bill Distribution No.
Boriwali/Magathane/12/312/003/003/001

Bill Date 01-09-2022

Type of Supply SINGLE PHASE

Cycle No. 12

Connection date: Prior to Aug-20

Tariff	Meter number	Multiplying Factor (MF)	Present reading	Energy consumption Previous reading	Consumption (Unit kWh)	Energy charge (₹)	Fixed charge (₹)
LT1 (B)	4416495	1	88250.00	87518.00	732.00	4298.50	145
TOTAL					712.00	4298.50	145

TRACK YOUR CONSUMPTION (UNITS)

Billing Month	Last year		This year	
	Units	Amount	Units	Amount
AUG	501	4207	712	7395
Jul	571	4977	673	6909
Jun	515	4594	522	5493
Apr	609	5758	756	7818
Mar	808	7630	822	5586

Refer Important Message Section

IMPORTANT MESSAGE

- Tentative meter reading date for your Sep-2022 bill: 28-09-2022
- As per Mumbai MERC approval dated 1st July 2022, Power Loss Charge (PLC) is being levied in current month. For any query, connect at our Toll Free Number: 19122 or visit <https://www.adanielectricity.com/faqs> for details.
- Please note that all important communications to your account are being sent on 99% of our unincorporated us. In case of any change, do avoid any inconvenience in services.
- Avoid delayed payments: digital modes for payment via <https://www.adanielectricity.com/Payment/Online>. Check to know more.

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KANNADA | MARATHI | BENGALI

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Ramsunder Singh/Sharma, Shri. Laxminarayan Ramsunder Singh/ Sharma, Shri. Devishankar Ramsunder Singh/Sharma, Shri. Rajendraprasad Ramsunder Singh/Sharma, & Shri. Youendraprasad Ramsunder Singh/Sharma, hereinafter refer to as the "OWNERS" were absolutely seized and possessed of or otherwise well and sufficiently entitle to all that piece or parcels of land, bearing Survey No. 57, Hissa No. 2 (part), C.I.S. No. 1155, admeasuring 3815 sq.mts., or thereabout, situated at Chhatrapati Shivaji Road, Dahisar (East), Bombay - 400 068, and more particularly described in the First schedule hereunder written, and hereinafter referred to as the "said property";

(ii) By an Agreement for Sale dt. 17th September 1986, the said Owners, agreed to sell the said property, more particularly described in the First schedule hereunder written, to the Builders, herein, at or for the price and on the terms and conditions mentioned therein, which is duly lodged for Registration with the Sub-Registrar of Assurances Bandra, dt. 27/9/86.

(iii) In pursuance of the said Agreement for Sale the said Owners by a letter of possession dt. 17th September, 1986, handed over the possession of the said property to the Builders herein, and have granted irrevocable Licence to Builders herein to develop the said property in accordance with the said Agreement or as the Builders may deem fit and proper.

(iv) In pursuance of the said Agreement the said Owners further executed irrevocable General Power of Attorneys dt. 17th September, 1986, and thereby nominated, constituted and appointed Shri. Ishwardayal Shyamlat Goel, and Smt. Rashmika Bharat Shah, the partners of the Builders herein, as their constituted Attorneys to enable the Builders to do all such acts, deeds, matters, and things, as mentioned therein to develop the said property and to follow up the matters in respect thereof.

(v) In pursuance of the said Agreement, said owners have attorned the existing Tenants to the Builders herein, by attornment letter dt. 17th September, 1986, and to develop

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Ramsunder Singh/Sharma, Shri. Laxminarayan Ramsunder Singh/
Sharma, Shri. Devshankar Ramsunder Singh/Sharma, Shri
Rajendraprasad Ramsunder Singh/Sharma, & Shri Yogendraprasad
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to develop the said property and to follow up the matters
in respect thereof.

(v) In pursuance of the said Agreement, said owners have
attorned the existing Tenants to the Builders herein, by
attornment letter dt. 17th September, 1986, and to develop

the said property the Builders have made and entered into Agreements/arrangements with the said existing tenants, and have obtained vacant and peaceful possession of their respective Khilas/stable/structure/godown, standing upon the said property, on the terms and conditions mentioned in those Agreements.

(vi) By letter dt. 25th March 1988, bearing Ref. No. C/UJC/D-III/22/3629, the Additional Collector and Competent Authority U.L.C. Gt. Bombay, have agreed and granted the permission for re-development of the said property, under section 22 of Urban Land (Ceiling & Regulation) Act, 1976, on the terms and conditions, more particularly specified therein;

(vii) The said Owners are entitle to retain the said property, and the same is not being an excess vacant land under the provisions of Urban Land (Ceiling and Regulation) Act, 1976.

(viii) Pursuant to the application and Building proposal submitted in respect of the said property more particularly described in the First schedule hereunder written, the Municipal Corporation of Greater Bombay, has approved and sanctioned the building plan and has issued I.O.D. dt. 22nd April, 1989, and Commencement Certificate dt. 19th June, 1989, on the terms and conditions mentioned herein.

(ix) The Builders have commenced the construction work of the said Building, on the said property in pursuance of the said approved, sanctioned plans, designs and specifications, elevation, section, approved by the Municipal Corporation of Gr. Bombay, consisting the Flats/Shops/Garages (the Garages shall mean and include covered as well as uncovered and/or open Car Parking space) etc. with a view to sell the same on ownership basis.

(x) By virtue of the said Agreement for Sale of the said property, the said Power of Attorneys, the Builders have sole and exclusive right to develop the said property, and to construct the Building thereon, and to sell the Flats/Shops/Garages/Units/Open, close Car parking space, in the said Building to be constructed by the Builders, to the prospective purchasers of the same and for that purpose as per section 4 of the

Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer) Act 1963, is entitled to execute a written Agreement for Sell of the same with the purchasers, and to receive sale price in respect thereof.

(xi) The purchasers has agreed to purchase a flat/units/ shop/garage in the said building, to be constructed on the said property, more particularly described in the first schedule hereunder written, at or for the price and on the terms and conditions setout hereinafter.

NOW THESE PRESENTS WITNESTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The builders have commenced the construction work of the building, which shall be known as "PARICHAY", having three wings i.e. 'A','B' and 'C' consisting still 7 upper floors; on the said property, more particularly described in the first schedule hereunder written, in accordance with the sanctioned Plans, Desings, specifications, which have been kept at the Building Site, for the inspection and which have been seen and approved by the Purchaser, and the Purchaser has satisfied himself/herself about the same.

2. The Purchaser hereby agreed to purchase from the Builders and the Builders hereby agreed to sell to the Purchaser a Flat No. 409 on 3rd floor, in '.....' Wing, having Rooms and Kitchen, admeasuring sq.fts., (Carpet) in the said Building known as "PARICHAY", hereinafter referred to as the "said Flat", and shown on the floor plan, surrounded by Red colour boundry line, hereto annexed and marked Annexure 'A', being constructed on the said property, at or for the price of Rs. 573,750/- (Rupees Five Lakh Three Thousand Seven Hundred and Fifty) (inclusive of the proportionate price of the common area and facilities apertinent to the said flat). The Purchaser hereby agreed to pay the said purchaser price to the Builders in the manner setout in the second schedule hereunder written.

Handwritten signature/initials

Handwritten signature/initials

3. The Purchaser hereby declares that before the execution of this Agreement, the Builders have made full and complete disclosure and the Purchaser has taken full inspection of the following documents inter alia -

(a) Nature of Builders and the Owners Title to the said property and all encumbrances, if any, thereto, alongwith all relevant documents.

(b) The permission granted by the Addt. Collector, and competent Authority bearing No. C/ULC/D/III/22/3629 dt. 25-3-1988 u/s. 22 of Urban Land (Ceiling & Regulations) Act 1976, in favour of the said Owners.

(c) All plans, designs & specifications duly approved and sanctioned by the Municipal Corporation of Gr. Bombay, together with the I.O.D. & C.C. dt. 22-4-1989.

(d) The copy of the Agreement for Sale dt. 17th September, 1986, made and executed by between the said Owners and the Builders herein for sale of the said property.

(e) The General Power of Attorneys dt. 17th September, 1986, executed by the said Owners in favour of Shri Ishwardayal Shyamlal Goel, and Smt. Rashmika Bharat Shah, the partners of the Builders herein.

(f) The letter of possession dt, 17th September, 1986, together with the Attornment letter dt. 17th Sept. 1986, executed by the said Owners in favour of the Builders herein, in respect of the said property.

(g) The Title Certificate dt. ~~10.10.89~~... issued by Shri C.H.Mishra, the Builders' Advocate, showing the nature of Builders and Owners title to the said property.

(h) All such other documents as are specified under the provisions of Maharashtra Ownership Flats' Act 1963 and rules framed thereunder, which Builders are required to give inspection to the Purchaser.

4. The Purchaser hereby agree and declare that the Purchaser prior to the execution of this Agreement has satisfied him self/herself about the Title of the Builders to the said property, on which the said Building is constructed. The Purchaser hereby accepts the said Title of the Builders and he/she shall not be entitled to investigate the Builders Title thereto and no further requisition or objection shall be raised in any manner in that respect.

5. The Certificate of marketable Title issued by the Advocate of the Builders is mentioned in the Second Schedule hereunder written, and the Property Card, 7/12 extract, Revenue Extract, are re-produce in annexure 'B' and 'C' respectively.

6. The Purchaser has entered into this Agreement with the notice of the terms and conditions of the above recited, agreement for sale of the said property, said Power of Attorney, and subject to the terms and conditions imposed by the Municipal Corporation of Greater Bombay and other authorities concerned, and the terms and conditions imposed under the provisions of said U.L.C. Act. 1976, and also Builders right to make the necessary amendments modifications in the Building Plans as may be required by the concerned local authority.

7. The Purchaser hereby agrees to comply with all the terms and conditions of the permission granted under Sect. 22 of the Urban Land (Ceiling & Regulation) Act. 1976, by the Competent Authority dt. 25th March, 1988. The Purchaser declares that neither the Purchaser nor the members of the Purchaser's family (family as defined under the Urban Land (ceiling and Regulation) Act 1976) own a tenement, house or building within the limits of Bombay and Greater City, and relying on this declaration and representation the Builders have agreed to sell the said flat to the purchaser.

8. The Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, and restriction, if any, which have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter, and shall obtain completion

Certificate before handing over the possession of the said flat to the purchaser, from the concerned local authority in respect of the said building.

9. The Builders shall give possession of the said flat/shop/garage to the flat purchaser on or before 19 .. subject to the availability of steel, cement, other building materials, water, electricity supply and subject to any act of God, such as earthquake, flood, any other natural calamity and war, civil commotion, or completion/occupation Certificate not being received from the Municipal Corporation of Gt. Bombay. If the builders fails or neglects to give possession of the said flat to the purchaser on account of reasons beyond their control and or their Agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act, 1963, by aforesaid date or the date or dates prescribed therein the said section of the said act, than the Builders shall be liable on demand to refund to the flat purchaser, the amounts already received by them in respect of the said flat with simple interest @ 18% per annum, from the date they received the same till the date entire amount and interest thereon is refunded by the Builders to the flat purchaser. Till the said amount and interest thereon unpaid by the Builders to the purchaser, it shall be a charge on the said land as well as the constructed building consisting the said flat, but subject to prior encumbrances, if any.

10. The Purchaser hereby grants his/her Irrevocable Consent under section 7 of the Maharashtra Ownership Flats Act, 1963, and with a view to remove any doubts the purchaser hereby confers upon the builders the right and authority for the purpose set out herein below :

(a) Without modifying and changing the plan of the said flat hereby agreed to be sold to the purchaser herein the builders shall be entitle to amend, modify and vary the Building plans, the layout, sub-division plan, together with the specification as may be required by them or the concerned authority.

(b) The Builders shall be entitled to carry out any additional alterations, in construction, change the building material and the users.

(c) The Builders shall be entitled to utilise the present available F.S.I. as well as the additional F.S.I. available in future in respect of the said property or any part thereof on the said property, as the Builders may think fit and proper.

(d) The Builders shall be entitled for any additional F.S.I. permitted and sanctioned by the Concerned Authority and to utilise the same to put any number of additional floors over the said property, such additional floor and structure shall be the sole property of the Builders and they shall be entitled to deal with and dispose of the same in such manner as they may think fit and proper.

(e) The rights reserved hereinbefore shall continue and remain in force and shall be operative irrespective of the possession of the flat/shop/unit/garage given to the purchaser and/or management being managed by the ad-hoc committee of the proposed co-operative society or corporate Body. The Builders further entitled to reserve the aforesaid right by specifying and mentioning the same in the Deed of Conveyance, by way of Covenants, at the time of execution of the said Conveyance Deed, when the builders shall have not utilise any such additional and/or balance F.S.I.

(f) The Purchaser and the society or the Association of the purchaser of all flats/units/shops/garage, shall not raise any objection or any ground as to the Builders right reserved hereinbefore.

(g) The Builders shall have to obtain prior consent in writing from the Flat purchaser, if the Builders shall intends to modify, vary or amend the plan, which may adversely effects the flat of the purchaser.

11. The flat purchaser shall take possession of the said flat within 15 days of the Builder's giving written notice to the flat purchaser, intimating that the said flat is ready for use and occupation.

12. As soon as the Builders notify to the Purchaser that the said flat is ready for use and occupation the purchaser shall pay to the Builders the entire balance purchase price payable by the purchaser to the Builders in respect of the said flat, within fifteen days from the date of receipt of the said notice. If the purchaser fails to make the said payment, the Builders shall be entitle to terminate this Agreement and forfeit all such money paid till than by the purchaser to the Builders. On such termination the Purchaser's right under this Agreement in respect of the said flat shall stand forfeited and the Builders shall be entitle to sell the said flat to such person, on such terms and conditions as they may deem fit and proper. However the Builders shall have an option at their sole and absolute descretion to treat this Agreement as binding and subsisting if payment as aforesaid shall be paid at once together with the interest thereon @ 15% per annum from the date of default till the entire amount is paid, and for that purpose the purchaser has shown his/her ready and willingness.

13. The Builders shall not be liable under any circumstances to handover the possession of the said flat to the purchaser unless and untill the purchaser has made payments of all the amounts due and payable by him/her to the Builders under this Agreement.

14. The Builders shall have first lien and charge on the said flat in respect of all the amounts due and payable by the purchaser to the Builders under this Agreement.

15. It is agreed that if within a period of three years from the date of handing over the possession of the said flat to the purchaser, if the flat purchaser brings to the notice of the Builders any defect in the said flat, or the Building in which the said flat is situated or the materials used therein or any unauthorise change in the construction of the said Building than wherever possible such defects, or unauthorise change shall be ractified by the Builders at their own cost, and in case it is not possible to ractify such defects or unauthorise change than the flat purchaser shall be entitle to receive reasonable compensation for such defects or change, from the Builders.

16. Nothing contained in this present shall be construed to confer upon the purchaser any right, title, interest of kind whatsoever in or towards said building or the said property or any part thereof such conferment shall take place upon the execution of Deed of Conveyance, in favour of co-operative society or limited company by the Builders in respect of the said property.

17. The Flat purchaser shall on or before delivery of possession of the said flat keep deposited with the Builders the following amount :

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- (i) Rs. 700 for legal charges.
- (ii) Rs. 261 for share money, application, entrance fees of the society or limited company.
- (iii) Rs. 500 for formation and registration of the society or limited company.
- (iv) Rs. 900 for proportionate share of taxes and other charges.

18. The Purchaser shall pay all the Deposits, payable to the Municipal Corporation of Gt. Bombay or B.S.E.S. Com. Ltd., Water connection and electricity charges, or permanent Deposit in respect of the said flat.

19. The Purchaser shall also pay his/her proportionate share in respect of the payment made or required to be made by way of Development Charge, Taxes, betterment charges, Municipal Taxes, property Taxes, rates, cesses, or other amount in respect of the said property.

20. The Purchaser agree and undertake to pay regularly to the Builders his/her proportionate share of maintenance, and outgoing charges, that may be decided by the Builder including Govt. Municipal rates, taxes, assessments, land Revenue, electricity water charges, insurance, common lights, watchman and sweepers wages, and all other outgoings and expenses, incidental to the maintenance of the said building together with the said property, as specified in

schedule hereunder written. Untill the said outgoings, such as Municipal Taxes, assessment, are not fixed and determined or worked out by the concerned authority in respect of each flat of the said building, the purchaser shall pay a sum of Rs..... every month, as advance on account of such outgoings and expenses to the Builders, till the conveyance of the said property executed in favour of the said society by the builders, and after the execution of the said Deed of Conveyance to the said co-operative society. If the Purchaser herein or any other flat purchaser fails and neglects to pay his/her respective such share of outgoings and if any action for recovery of the same is taken by the concerned authority than in that event the Builders shall not be liable or responsible for any loss or damage suffered by the said defaulting purchaser or purchasers.

21. The Builders shall be entitle at their own option to terminate this Agreement, if the flat purchaser shall committs any default in payment of any instalment of purchase price, or any amount due and payable by the flat purchaser to the Builders including his/her proportionate share of outgoings, or any other amounts, mentioned under this Agreement, or in the event of the Builders insisting to observe and perform any of the terms and conditions of this Agreement on the part of the purchaser, and the purchaser fails to comply with such requisitions or the obligations and upon his/her unwillingness to comply with such requisition or non observance and non performance.

Provided that the Builders shall not exercise the said power unless and untill they have given 15 days prior notice in writing to the flat purchaser of their such intention to terminate this Agreement, specifying the terms and conditions, in respect of which breach or breached has been comitted by the purchaser or which terms and conditions was not performed, or the particular default comitted by the purchaser, and after giving sufficient appportunity and reasonable time to the purchaser to remedying such breach or breaches or defaults comitted by him/her within the said reasonable time after the service of such notice. Provided further that upon termination of this Agreement in

Builders shall refund to the purchaser all the instalments sale price of the said flat which may till then have been paid by the purchaser to the Builders. However the Builders shall not be liable to pay to the flat purchaser any interest on the amount so refunded. After the refund of the aforesaid amount the builders shall be at liberty to sale the said flat to such person or persons and at such price and terms and conditions as they may think fit and proper.

22. The Purchaser herein alongwith the other flats/shops/garage purchasers shall form a Co-operative Society or Limited Company as may be decided by the Builders. The Purchaser hereby agree and undertakes to be a member of said Co-operative Society or Limited Company and shall sign and execute all the necessary papers, application, Bye-Laws, of the society, the Memorandum and Articals of Association, and other documents, necessary for formation of and Registration of the Society or Limited Company and shall within seven days from the Builders' calling upon to sign and execute all such application, documents, papers, the purchaser shall sign and execute and return the same to the Builders, together with any changes or modification therein. The Purchaser hereby irrevocably accord his/her consent to the Builders for making any addition, or alteration or changes in the Draft Bye-laws or in any other documents as may be required by the Registrar or concerned Authority or as may be desired by the Builders to protect their right and interest in the said property. The Purchaser agree that he/she shall be bound by the said additions and alterations and hereby agrees that he/she shall not take any objection, or to do any thing, whereby the rights and interest of the Builders may be affected and endangered in any manner.

23. The Builders shall be entitle at his option to entrust the management and maintenance of the said Building to the Ad-hoc committee of the said society to look after, manage and maintain, collect, the contribution or proportionate share of the outgoings from the purchasers of all the flats/units/shops of the said building and in its turn reimburse, disburse make the payment of such outgoings and other expenses to

the concerned authority or departments. In that event it shall be responsibility and liabilities of the Ad-hoc committee to collect and pay the said outgoings to the concerned authority, and if any default shall be committed by the said ad-hoc committee, the Builders shall not be responsible for the same.

24. In the event of the co-operative society being formed, and registered before the sale and disposal of all the flats/shops/garage of the said building by the Builders, the power and authority of the said society shall be subject to the overall control of the Builders in respect of the said unsold flats/shops/garage, or in respect of any other matter concerning the said building and the said property and the Builders shall have absolute to sale the said unsold flats/shops/garage and utilise the balance F.S.I., if any, in respect of the said property. It is specifically agreed that the said co-operative society or its Ad-hoc committee shall not affect the transfer of any flat/shop/garage, without the written consent of the Builders, and if it effects any such transfer without such consent it shall be void. The said written consent from the builders for the aforesaid purpose will be required till the said property together with the said Building is conveyed in favour of the said society by the Builders.

25. The Builders agree and confirms that after the completion of the said Building and after the said co-operative society is formed and Registered and only after all the flats/shops/garage to the said building has been sold and disposed of by the Builders, and after receiving all the dues payable to the Builders under this Agreement, by the various purchasers of the flats/shops/garage of the said Building, the Builders shall execute, or cause to be executed the Deed of Conveyance in favour of the said co-operative society in respect of the said property, more particularly described in the first schedule hereunder written, together with the said building.

26. The Purchaser shall have no claim, save and except in respect of his/her said flat hereby agreed to be acquired by him/her and all the open space, unallotted parking spaces, lobbies, staircases, shall remain the property of the builders, until the said property is transferred to the said co-operative society, as mentioned herebefore.

27. The Purchaser shall not use or permit to be used said flat/shop for any purpose whatsoever than what is prescribed by the Municipal Corporation of C.T. Bombay and the purchaser shall not use the said flat for any purpose which may or is likely to cause nuisance or annoyance to the occupants of the other flats in the said building or to the owners and occupiers of the neighbouring properties and shall not use the said flat for any illegal or immoral purpose.

28. The purchaser shall not let, sub-let, transfer, convey, mortgage, charge, or in any way encumber or dispose of his/her said flat, nor assign, under let, or part with possession, his/her interest in the said flat, or the benefit of this Agreement till his/her all dues of whatsoever nature owing to the Builders are fully paid, and provided the purchaser has complied with all the terms and conditions of this Agreement, and until he/she has obtain previous Consent in writing of the Builders.

29. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or cause any increased premium to be payable in respect thereof.

30. The purchaser shall not decorate the exterior of his/her said flat otherwise than in the manner agreed to with the Builders.

31. The Purchaser shall not throw, dirt, rubbish, and rages and other refuse or permit the same to be thrown in the compound or in any portion of the said building.

32. The Builders shall be entitle to refund of the Municipal Taxes, paid, by reason of vacancy of flats, shop/garage in the said building.

33. The Purchaser shall permit the Builders, their survivors, and Agents, with or without workmen and others, at all reasonable time, to enter into and upon the said flat, for the purpose of examining, or repairing any part of the Building, and keep in order, maintain, repair, lights, drainage service, pipes, cables, water covers, wires, belonging to or use for

the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, water pipes, and electric wires.

4. After the possession of the said flat is handed over to the purchaser, if any addition, or alteration relating to the said building are required to be carried out by the Government, Municipality, or any other Authority Concern the same shall be carried out by the purchaser in cooperation, with the purchasers of the flats/shops/garage, of the said building at their own cost, and the builders shall not be liable or responsible for the same.

5. The said building always be known as "PARICHAY", and this name shall not be changed without the written permission of the Builders.

6. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the purchaser shall not be construed as a waiver on the part of the Builder, of any breach or non compliance of any of the terms and conditions of this Agreement by the purchaser, nor shall the same in any manner prejudice the right of the Builders.

7. All the letters, receipts, and/all notices issued by the Builders, dispatched under U.P.C. to the address known to them of the purchaser shall be the sufficient proof of receipt of the same by the purchaser, and shall effectually discharge the Builders. For this purpose the Purchaser has given the following address :

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8. In case of any Sales Tax payable by the Builders on works contracts proposed by the Govt. of Maharashtra the same shall be borne by the purchaser proportionately and the price of the said flat shall be declared to be enhanced to that extent. The Stamp duty and Registration charges and other incidental charges to this Agreement and further

39. This Agreement shall be always subject to the provisions contained in the Maharashtra Ownership Flats Act (No. 1971) and rules framed thereunder from time to time and provisions of Law applicable thereto.

40. The Flat purchaser shall immediately after the execution of this Agreement lodge the same for Registration with the Registrar of Assurances at Bombay and shall within two days send a xerox copy of the receipt of the said lodging of the Agreement to the Builders regarding the same. If the purchaser fails to lodge this Agreement for Registration the Builders shall not be responsible for non-registration of this Agreement and the consequences arising therefrom.

41. It is agreed by the purchaser that all the payments to be made under this Agreement to the Builders shall be deemed to have been made if the same are paid in cash against a receipt from the Builders and/or if the same are paid by the purchaser by Bank Draft than on the same being realised and not otherwise.

42. The Builders have handed over the Original of this Agreement together with a duplicate having adhesive stamp of the Builders each and duly executed by the Builders and the purchaser to the purchaser. The Builders have also handed over two copies of this Agreement to the purchaser. The purchaser is required to lodge the original of this Agreement for Registration as mentioned hereinabove. The Duplicate is for the records of the purchaser, while one extra copy is furnished to enable the purchaser to lodge the same with the Registrar as required under the provisions of the Income Tax Act, brought in force with effect from 1st July 1982. The Purchaser confirms that the purchaser has received the necessary Forms in triplicate as prescribed under Rule 37 EE of the Income Tax Rules duly signed and executed by the Builders. The Purchaser agree and undertakes to lodge the said Forms together with the necessary copies of this Agreement with authorities of the Income Tax and to intimate the Builders having done so.

IN WITNESS WHERE OF the parties hereto have hereunto and to a duplicate hereof set and subscribe their respective hands and seals on the date...

FIRST SCHEDULE ABOVE REFERRED TO:-

ALL that piece or parcel of land, together with the structure/building standing thereon, bearing Survey No.57, Hissa No.2(part), C.T.S. No.1155, admeasuringsq.yds., equivalent to 3815 sq. mtrs., or thereabout, lying, being and situated at Chhatrapati Shivaji Road, Village Dahisar, Taluka-Borivli, in the Registration District and Sub-District of Bombay City and Bombay Suburban, and bounded by as follows:

- On or Towards the North : By the property bearing C.T.S. Nos. 1156 & 1157, and Chhatrapati Shivaji Road,
- On or Towards the South : By the property bearing C.T.S. No.1148 and D.P. Road.
- On or Towards the East : By the property bearing C.T.S. No. 1154.
- On or Towards the West : By the property bearing C.T.S. Nos. 1146, 1158 and 1159.

327
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THE SECOND SCHEDULE ABOVE REFERRED TO

(The mode of payments of the purchase price to be made by the Buyer of the flat/unit to the sellers)

- (a) Rs..... earnest amount on execution of Agreement.
- (b) Rs..... on the commencement of the construction work of the Building, in which the Buyer agrees to purchase the said flat.
- (c) Rs..... on or before the completion of Plinth Work.
- (d) Rs..... on completion of the First Slab.
- (e) Rs..... on completion of the Second Slab.
- (f) Rs..... on completion of the Third Slab.
- (g) Rs..... on completion of the Fourth Slab.
- (h) Rs..... on completion of the Fifth Slab.
- (i) Rs..... on completion of the Sixth Slab.
- (j) Rs..... on completion of the Seventh Slab.
- (k) Rs..... on completion of the Eighth Slab.
- (l) Rs..... at the time of plastering work of the said Building.
- (m) Rs..... at the time of Plumbing Work of the said building.
- (n) Rs..... the balance purchase price at the time of possession.

PROVIDED further that the Certificate issued by the Sellers Architect, certifying that the work has commenced and respective work of Plinth, Slabs have been completed shall be binding upon the Buyer and the payment of the instalment shall forthwith become due and payable by the Buyer to the Sellers.

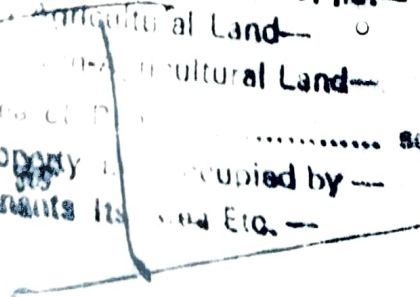
PROVIDED further that the Buyer under this Agreement shall pay the Deposits in respect of Meters, maintenance etc., as provided hereinbefore in this Agreement.

PROPERTY DESCRIPTIONS

FLAT & BLDG.

Handwritten notes: 21/11/90, ROAD

- (1) Name of the Property - Dahisar Dahisar
- (2) Location of the Property - f. Post No 20 Chhat
- (3) Area of the Property - 5.50 sq. ft.
- (4) Date of Construction - 87-90
- (5) No. of floors & floor of flat - 4th floor
- (6) Nature of Land - Agricultural Land
- (7) Area of Agricultural Land - sq. ft.
- (8) Property occupied by -
- (9) Tenants Its name Etc. -



LIST OF AMENITIES

1. TILES :

- a) White Marble Mosaic Tiles with half tiles in all Rooms & Passage.
- b) Bath Rooms Polished Kota stone flooring Ceramic tiles or white glazed tiles dado upto 3'-0" ht.
- c) W.C. Flooring white glazed tiles & Ceramic flooring 2'-0" ht. dado.

2. KITCHEN :

- a) Marble cooking platform will be provided.
- b) White glazed tiles or Ceramic tiles dado upto 2'-0" ht.

3. W.C. & BATH ROOM :

- a) Indian type water closet will be provided.
- b) Loft over Bath Room & Kitchen shall be provided.
- c) There will be one water tap in bathroom.
- d) There will be one wash basin in each flat.
- e) Bath-room will have one c.p. shower along with fancy stop cock.
- f) Each flat will be provided with normal size Geyser.

4. DOORS AND WINDOWS :

- a) The Door frames and windows will be made of hardwood.
- b) The main entrance door will be 1½ inch solid Sunmica faced flush door with one glass peep hole, one drop and fancy handle, one tower bolt & safety chain & letter box plate.

- c) Main door will have one Godrej make night latch.
- d) All internal doors will be flush doors & all Bath Rooms & W.C. shutters will be teak wood panelled doors.
- e) Balcony of each flat will be enclosed (subject to B.M.C. approval) with good quality anodised aluminium feather touch sliding shutters, made out of heavy section clear glass and necessary good quality fitting and fixtures.

ELECTRICITY :

- a) There will be separate Meter for each flat.
- b) There will be one fan point, two light point, one 3 pin plug point, one T.V. point and one Buzzer cut off point in living room.
- c) There will be one light point in the passage, Balconies and W.C.
- d) There will be one light point, one fan point, one 3 pin plug point and one domestic point in kitchen.
- e) There will be one point and one domestic point in Bathroom.
- f) There will be one point with bell in each flat.
- g) All electric wiring will be concealed pipe Copper wiring as per B.S.E.S.
- h) All electric board also will be sunmica finished.
- i) Fan Hook will be provided in all room.
- j) T.V. plug point Antena.

6. GENERAL :

- a) R.C.C. Storage Tank will be provided underground and above the Terrace with Electric pumps as per B.M.C. Rules.
- b) One good quality collapsible gate will be provided in the entrance in the ground floor.
- c) Entrance of each building will be well decorated as per drawing and design of the Architects.
- d) Zoolas, sea saw etc. will be provided for children in the compound.
- e) Telephone cable line in each Flat.
- f) Telephone Intercom line in each Flat.

BRIHANMUMBAI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No. CE/2000/1966

BRIHANMUMBAI MUNICIPAL CORPORATION
COMMENCEMENT CERTIFICATE

permission is hereby granted under section 43 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to Shri. S. T. JHAVERI APPLICANT; to the development work of still slab

at premises at street No. 100 of village ... Survey No. ... of village ... on the following conditions viz. :-

1. This certificate is liable to be revoked by the Commissioner for Greater Bombay if (a) the development work not carried out or the use thereof is not in accordance with sanctioned plans (b) any of the conditions subject to which permission is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and his person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, under section 46 of Maharashtra Regional and Town Planning Act 1966, the Municipal Commissioner has appointed Shri S. T. JHAVERI Executive Engineer to exercise his powers and functions as Planning Authority under section 45 of the said Act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This Commencement Certificate is renewable every year and such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.
5. This C.C. is valid upto still slab FIFTH LEVEL ONLY

For and on behalf of Local Authority

The Municipal Corporation of Greater Bombay
Executive Engineer (Building Proposals)

TRUE COPY
Vijay Kamdar
Architect

Office : 4-A, Mangal Bhavan,
Nagaras Cross Road,
Andheri (East),
BOMBAY 400 069.

Resl : 41, AA, R, No. 2,
Old Nagaras Road,
Andheri (East),
BOMBAY-400 069,
Tel :

Date 10th Oct. 1989.

TO WHOMSOEVER IT MAY CONCERN

1. Shri. Bholanath Nanku Sharma/Singh & Ors. are absolutely seized and possessed of or otherwise well and sufficiently entitled to the property, more particularly described in the schedule hereunder written, as of Owners.
2. By an Agreement for Sale dt. 17th September 1986, the said Owners agreed to sell the said property to M/S. AAKAR BUILDERS, at or for the price and on the terms and conditions specified therein.
3. The Additional Collector & Competent Authority U.L.C., gt. Bombay, vide his letter of intent dt. 25th March 1988, permitted the Owners to redevelop the said property under section 22 of the Urban Land (Ceiling & Regulation) Act, 1976, subject to the terms and conditions mentioned therein.
4. I have caused advertisement published in the newspapers. I have perused Search Report. I have investigated the title of the said Owners to the said property, and subject to what is stated hereinabove in my opinion their title to the said property is clear, marketable and free from all encumbrances and reasonable doubts.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL that piece or parcel of land, together -

P.T.O.

/2/

with the structure/building standing thereon, bearing Survey No.57, Hissa No.2(part), C.T.S. No.1155, measuring 3815 sq.mts., or thereabout lying, being and situated at Chhatrapati Shivaji Road, Village Dahisar, Taluka Borivli, in the Registration District and Sub-District of Bombay City and Bombay Suburban, and bounded by as follows:

- On or Towards the North : By the property bearing C.T.S.Nos.1156 & 1157 and Chhatrapati Shivaji Road.
- On or Towards the South : By the property bearing C.T.S., No.1148 and D.P.
- On or Towards the East : By the property bearing C.T.S. No.1154.
- On or Towards the West : By the property bearing C.T.S.Nos.1146, 1158 and 1159.

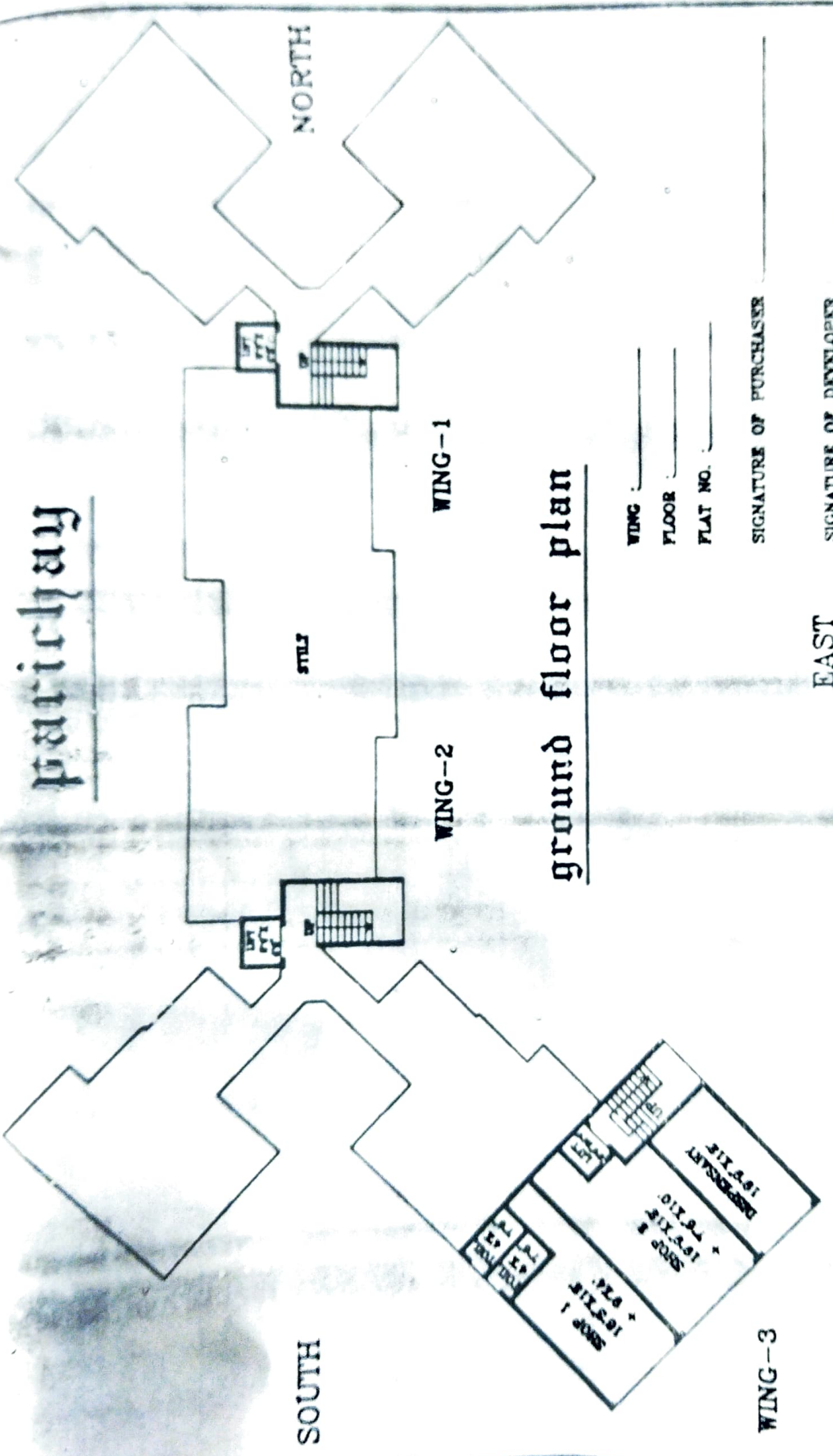
DATED THIS 10TH DAY OF OCTOBER 1989, BOMBAY.

Yours truly,

H. P. Mishra

High Court

parichay



ground floor plan

WING : _____
 FLOOR : _____
 FLAT NO. : _____
 SIGNATURE OF PURCHASER : _____
 SIGNATURE OF DEVELOPER : _____

EAST

oakar builders
 1/2, 1st floor, 1st road,
 Dehisar, Dist. Thane-42
 phone 255581

REG No : 170248
 CAP No : 170248
 REG Dt : 08



proposed building on plot bearing c.i.s.no.1155 of dehisar village, at dehisar (east).

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintenance, repairs, redecorating, etc., of the said building together with the maintenance repairs, of the roof, gutters and drain water pipes, water pipes, electric wires, of the said building enjoyed or used by the Buyer, of the said building, of all the floors in common including passage, staircase, main entrance, boundary walls, and compound etc.,
2. The cost of cleaning, sweeping, and lighting the passage, staircase, landing, and other parts of the building enjoyed or used by the Buyer in common.
3. Taxes, cesses, levies, land Revenue, water charges, electricity charges etc.,
4. The salary, wages of clerk, Bill Collectors, Chowkidar, watchman, sweepers etc.,
5. The maintenance of the Lifts.
6. Insurance of the Building.
7. Such other expenses as are necessary or incidental to maintain the said building.

5/7/7
RMC

SIGNED SEALED AND DELIVERED)
by the withinnamed "BUILDERS")
M/S. AAKAR BUILDERS.)
In the presence of Mr R M Bhat)

FOR M/S. AAKAR BUI)
[Signature])
PART)

SIGNED SEALED AND DELIVERED)
by the withinnamed "PURCHASER")
Shri/Smt. Manish Ramkanta)
_____)
in the presence of _____)

RECEIVED of and from the withinnamed)
Purchaser, sum of Rs. 563,150/- (Rupees)
Five Sixty Three Thousand Seven Hundred Fifty) by Cheque)
No..... dt..... of)
(Bank) (Branch) being)
the earnest money/part payment, towards the)
purchase price of the said flat.)

) Rs.....

Witness:

WE SAY RECEIVED.

For - M/S. AAKAR BUILDERS.

[Signature]

PARTNER