

2003

reement made at Mumbai on 2nd day of June

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S. TOLARAM & COMPANY, a partnership firm, registered under the Partnership Act, 1932, nd having their office at Laalasis, Plot No. 219, 11th Road, Chembur, Mumbai 400 001, rereinafter referred to as "the Promoters" (which expression shall, unless it be repugnant to he meaning or context thereof, be deemed to mean and include the partners or partner for the me being of the said firm, the survivors, survivor of them and the heirs, executors, administrators and assigns of the last surviving partner) of the One Part;

And

having Deepak Amruthal Bhimani his/her/their address at Flat No-3, Jay Shankar Blog, Near Navy Colony, Liberty Gradden, molad (w), mumber - 400 odl hereinatter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns; in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; in case of a limited company its successors and permitted assigns) of the Other Part:



Mr. Mahesh G. Garodia and Mr. Gordhandas Shivchand Garodia being the present hustees of Parmeshwan Devi Garodia trust (hereinafter referred to as the **Trust**) were seized and possessed of and / or otherwise well and sufficiently entitled to the land bearing CTS No. 166 (bt.). 167/1. 167/2A. 167/3 to 167/22 admeasuring about 3050-21 sq mtrs or thereabouts situated at Village Valnai in the registration District and Sub-District of Bombay Suburban and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as **"the said property"**).

By an agreement dated July 5, 1999 (hereinafter referred to as the "TDR Agreement") between M/s Neelyog Construction Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office as 25/160, 2nd Floor, Dadabhai Nawroji Road, Fort, Mumbai – 400 001 (hereinafter referred to as the "Holder") and the Trust, the Trust purchased Transferable Development Rights (hereinafter referred to as the "TDR") to the extent of 200 sq mtrs on the terms and conditions as set out in the TDR Agreement;

The Trust has constructed buildings on the said property and has sold various residential flats / units to various purchasers on what is popularly known as ownership basis:

The purchasers of premises in the buildings have formed and registered a Co-operative Housing Society by the name "Samruddhi Cooperative Housing Society Limited" registered under No. Mum/W-P/Hsg/TC/10947 of 2000-2001 (hereinafter the "Society")

The Trust is the owner of and absolutely and seized and possessed of the said property along with the TDR on the terms and conditions as set out in the TDR Agreement;

The Developers wish to construct additional floors on the buildings on the said property.

By a Development Agreement dated March 2, 2000 (hereinafter referred to as the "Development Agreement") the Trust has permitted the Developers to utilize the balance FSI available on the said property, if any, and/or to purchase the transfer TDR to the said property, inter alia, for the purpose of constructing additional floors on the existing buildings, including building no. III known as "Samruddhi", owned and managed by the Society, on the terms and conditions therein contained;

Before the Developers started construction on the said property the Trust and the Developers entered into an Memorandum of Understanding dated March 24, 2001 where certain terms and conditions were agreed upon;



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and the thready Arright A Services. Augenseenseerd Discussionalitae catarrant to an "Architects") who is of Archibects in the preserviced mariner

The Promoters have also appointed Measure Matematura Consultants a Pv1 UI Company/firm with duty qualified Engineers for the purpose of preparing structural designs and drawings of the additional floors to be constructed on the buildings of the vheatoric bies

The Purchaser/s has/have demanded from the Promoters and the Promoters have duly given and the Purchaser/s has duly taken full, free and complete inspection of documents of title relating to the said property as also the plans, designs and specifications prepared by the Promoters / Architects and all other documents specified under the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963 (hereinafter called "the said Act") and the rules made thereunder and amended upto date and is/are fully satisfied with the same.

The Purchaser/s having perused all the necessary documents, deeds and writings and after being fully informed and satisfied about the same as also about the status and the plans in respect of the proposed unit, the Purchaser/s herein is/are desirous of purchasing from the Promoters, Flat / Unit / Office / Shop No. 906 Aadmeasuring <u>X66</u> sq. ft. (**Seper** built-up) (including area of the balconies where applicable) (with adjoining terrace if applicable) on the <u>9th</u> floor in <u>Sam ruddhi</u> building on the said property as also car parking space admeasuring _____ sq.ft or thereabouts (hereinafter collectively referred to as "the premises") at or for the price and on the terms and conditions hereinafter contained.

A copy of (i) approved plan, (ii) commencement certificate (iii) ULC approval, (iv) 7/12 extracts and (v) property register card have been annexed hereto and marked Annexures A, B, C, D and E respectively.

The Promoters have represented to the Purchaser/s that the Purchaser/s is/are entitled to the basic and other amenities as provided in Annexure "F" to the Agreement in respect of the premises.

Pursuant to the provisions of the Maharashtra Cooperatives Societies Act. 1960 and Urban Land Ceiling and Regulation Act, 1976, the Purchaser/s does/do hereby declare that neither he/she nor member of his/her family as defined under the Urban Land Ceiling and Regulation Act 197 whis a tenement/houses/building within the limits of Bombay Municipal ORIVAL

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T IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE ES HERETO AS FOLLOWS

The Dromoters shall construct the additional floors in the buildings on the said property more particularly described in the First Schedule hereunder written in accordance with the plans specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as a Promoters may make from time to time

The Promoters agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Society, the concerned local authorities and/or Government bodies at the time of sanction of the plans of the additional floors in the building in the said property or thereafter.

The Promoters hereby agree, subject to the terms and conditions herein, to sell to the Purchaser, and the Purchaser agrees to purchase Flat No. 906|A admeasuring 866 sq.ft. (For built-up) on the 9th floor in Building No. — being constructed on the said property ("the premises) at or for the price of Rs. 1738800 /- (Rupees Seventeen daw Thirty Two The Fight Hondred _ only) to be paid by the Purchasers to the Promoters which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities are described in the Second Schedule hereunder written. For the purpose of this Agreement, the expression "super built-up" shall mean and include the FSI, TDR/FSI as may be sanctioned by the BMC as also area available on account of payment of premium for lifts, staircase, etc and also includes area of lobbies, walls, passages, balcony and all other amenities etc. A plan in respect of the premises is hereto annexed and marked Annexure "G".

The said sum of Rs. 1732,800 1- (Rupees Seventeen Law The Conternation of the Conterna

Rs. 8, 32, 800 - (Rupees Eight Lace Thirty Two Thousand UB REGISTRAR only) Op persefore 30 6 2003. (Rupees Rs. 900,000

all the access, staircase IR, elevators, etc. leading to the such premises and other said additional areas. The Promoters or their Buyers and/or their successor-in-title shall, in may be assessed and/or livable to them by the BMC and other outgoings in respect of the Building in the proportion to the area of their premises as compared to the total area in the Building.

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act and the rules made thereunder

THE FIRST SCHEDULE ABOVE REFERRED TO:

L THAT Building No. III known as Samruddhi, situated on piece or parcel of land or ground measuring 3050.21 sq. mtrs. Or thereabouts bearing CTS. No. 166(pt.), 167(pt.), 167/1, 7/2A, 167/3 to 167/22 situate at village valani in the registration District and Sub-District mbay Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO :

mmon area and facilities proportionate area of immediate landing are abutting to main door or the landing on the said floor.

rata right alongwith all Purchasers of the Premises in the said property is limited common a i.e. to say :

- 1. Staircase
- 2. staircase Landing
- 3. Entrance Hall

THE THIRD SCHEDLLE ILTET OF AMENITIES)

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iving rooms shall be Ceramic Tiles Flooring ramic. Tiles completely laid and polished will be fixed in all rooms and passages bathrooms will have ceramic flooring and glazed tiles as dado upto Door height of the ante

It lavatory will have ceramic flooring and dado upto Door height of the same The passage of internal staircase shall be of mosaic steps

CHEN :

The Kitchen platform shall be of Granite Top. Granite sink will be provided with platform.

C. AND BATHROOM :

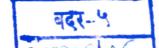
- Indian type water closet/ western will be provided.
- There will be one wash basin for each bathroom.
- Good Quality Concealed Pluming wil be provided.
- Good Quality Sanitary ware of reputed make shall be provided in Toilets.

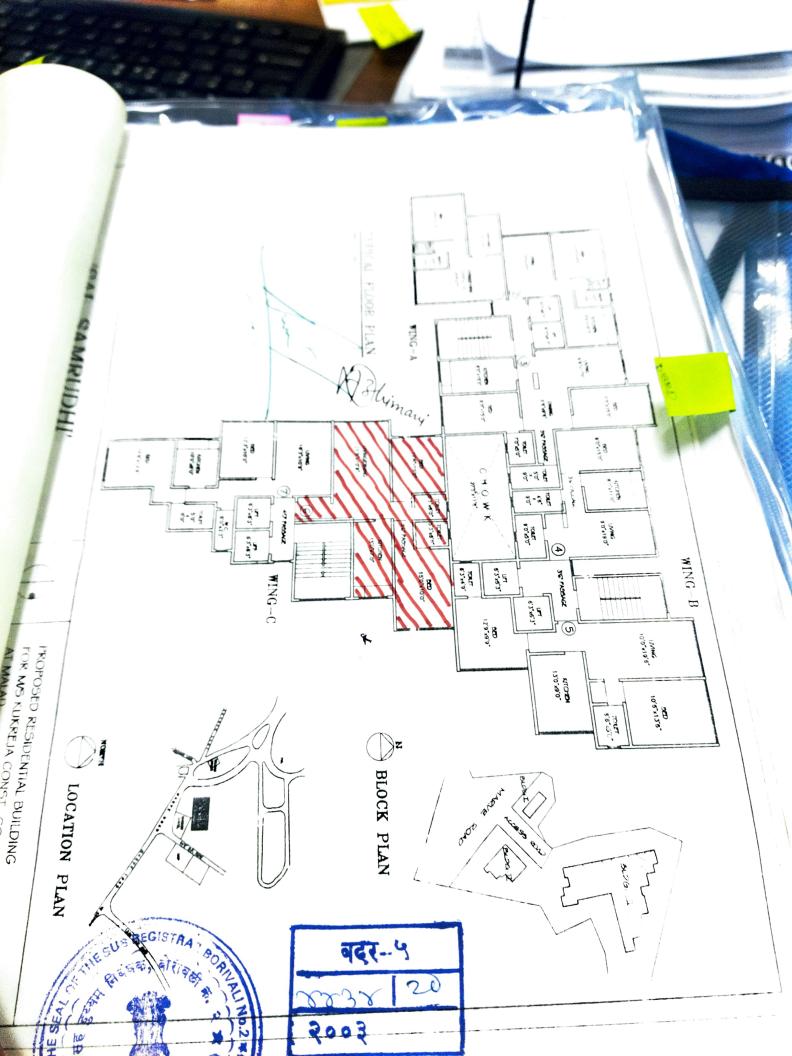
- a) The frames of the Doors will be made of good quality Indian Teakwood. All the doors shall be Flush Doors duly oil / painted on both sides. All windows will be Aluminium Sliding
- b) The main entrance door will be flush door with one glass peep hole, one holder and one handle with Good quality night latch.
- c) All internal doors shall have Flush Door duly painted and having requisite lockin arrangements.

ELECTRICITY :

- a) There will be 3 light points, one plug point, one fan point in each room.
- b) There will be one light point in each passage, bathroom and W.C.
- c) There will be one point with bell d) There will be one light point and plug point in the Kitchen.
- e) All electrical wiring will be concealed type wint

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TNESS WHEREOF the parties have have set and subscribed their respective hands wese presents the day and year first herainabove stated d And Delivered by the hamed "Promoters" Tolaram & Company their partner Kukreja presence of ned And Delivered by the 1 minnamed "Purchaser(s)" imani Mrs. Mrs. Deepax Amrutique Bhimani 1 the presence of: 1 eceived this day and the year first ereinabove written from withinnamed Purchaser(s) the sum of Rs. 8 32 800 + Rupees <u>Eight dats Thirty</u> Two Thorsand nly) towards earnest money, by Eight Hundred my ash/Cheque No. _____ drawn on] Bank , _____ Branch] Rs. _____ & 3.2 & & & We Say Received: itnesses: For Messrs Tolaram & Company lish Shah Partner



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(Only for grievances unresolved by IGRC, reach Consumer Grievance Redressal Forum at: E-7, MIDC, Andheri (E), Mumbai - 400 093 • Tel: 3009 4247 • email: consumer.forum@cgrfrinfra.org.in • website: cgrlrinfra.org.in)

Your nearest Customer Care Centre/Internal Grievance Redressal Cell (IGRC):

Off Western Express Highway, Dindoshi, Malad (E), Mumbai - 400 097

Fax: 3009 4844 • Email: energy.helpdesk@relianceada.com

www.relianceenergy.in

9022 81 3030 (Whatsapp chat 8am-8pm)

For all your queries (24 hours):

Toll-free: 1800 200 3030 or 19122

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Nov-17

Your bill amount payable (round sum) ₹: 4860.00 Due by*: 04-01-2018* "Refers only to current bill amount. Previous balance Is payable immediately. Round sum bill payable (after discount of ₹: 41.23) on or before discount date 21-12-2017 ₹: 4820.00

Round sum bill payable (including DPC of ₹: 60.80) after due date 04-01-2018 ₹ : 4920.00 #

Payable until one month after due date, thereafter interest applicable as per MERC tariff order.

Bar Graph	Units (kWh)	Month/Yr
	560	Oct-17
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