

RATILAL P SHAH

PITALE BUNGALOW I FLOOR RAJARAM TAWDE ROAD DAHISAR M
umbai 400066
Mobile: 99*****51
Email :
PAN : GST :

BILL DATE
19-12-2023
TARIFF
LT I (B)
BILL DISTRIBUTION NO.
**Boriwali/Shimpoli/01/205/0
31/031/020**

METER STATUS
Active
CYCLE NUMBER
01
CONNECTION DATE
Prior to Aug-2011
SANCTIONED LOAD (kW)
0.47
BILLING STATUS
Regular
PRESENT READING DATE
16-12-2023

TYPE OF SUPPLY
SINGLE PHASE
BILL NUMBER
101355782324
PREVIOUS READING DATE
16-11-2023



CA NO: 100130793

₹690.00

Due Date : 09-01-2024

The due date refers to only current bill amount,
previous balance is payable immediately

| | | | |
|--------------------------------------|-----------------------------|--------------------------------------|--------------------------------------|
| Bill Month December 2023 | Units Consumed 87 | Current Month Bill ₹692.46 | Previous Outstanding ₹3.60 |
| Bill Period: 17-11-2023 - 16-12-2023 | Previous Units: 93 | | |

- Round sum payable by discount date : 26-12-2023 Amt ₹680.00 Discount ₹5.77
- Round sum payable after due date : 09-01-2024 Amt ₹700.00 DPC ₹8.66

Scan code to pay your bill via (Use any UPI app)

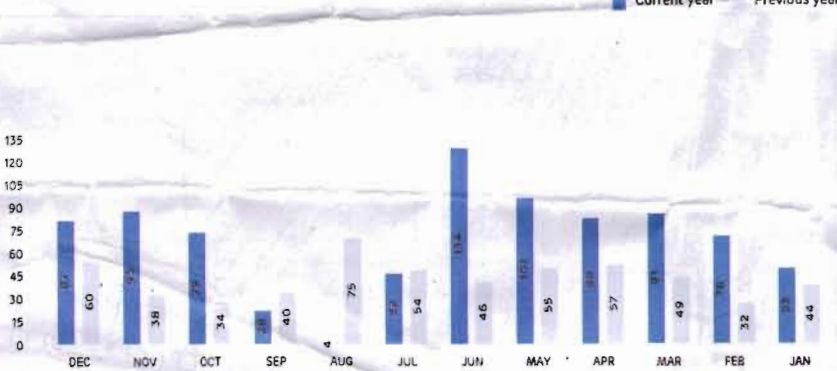


Nearest Collection Centre (Cash/Cheque)

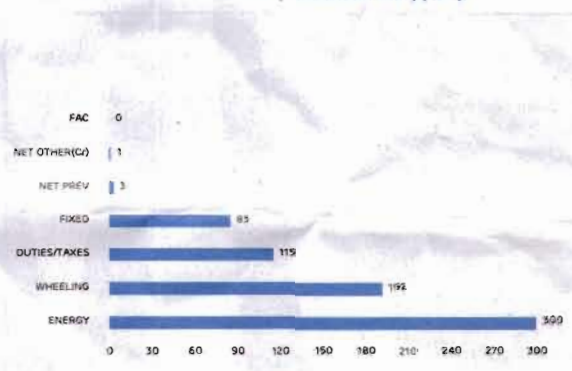
Adani Electricity, Receiving Station, S.V.Road,Shimpoli, Borivali (West) Mumbai-400092

Manoj Chouhan
Divisional Head - (Borivali)

CONSUMPTION TREND



MAJOR BILL COMPONENTS (Rounded off) (₹)



METER DETAILS

| Meter Number | Present Reading | Previous Reading | Multiplying Factor | Consumption Units(kWh) |
|--------------|-----------------|------------------|--------------------|------------------------|
| 8588497 | 19586.00 | 19499.00 | 1 | 87 |

Total Consumption **87**

HELP CENTER

19122 Toll Free No. (24x7) www.adanielectricity.com
 helpdesk.mumbaielectricity@adani.com
 Adani Electricity ,Swami Vivekananda road, Kandivali west ,
 Mumbai-400067
 For power interruption complaint or restoration status
 SMS POWER <9 digit account no.> to 7065313030 from mobile no.
 Whatsapp POWER <9 digit account no> to 9594519122 from any mobile
 number
 Give us missed call on 1800 532 9998 from your registered mobile no.
 For Portal Related Complaint call us: 19122
 For Internal complaint redressal system(ICRS), visit our website:
www.adanielectricity.com

Join us on:

IMPORTANT MESSAGE

- Please note that all important communication related to your account are being sent on 99*****51 registered with us. In case of any change, do inform us immediately to avoid any inconvenience and enjoy our uninterrupted services
- Tentative meter reading date for your JAN-24 bill is 16/01/2024

This electricity bill neither reflects a title nor is to be used as a proof of any property or premises.

This bill is printed on recycled paper.

Leave paper for interesting stuff!
Switch to paperless bill, switch to sustainability.

Save ₹10 on your monthly bill!

Scan now

369215993194080

HOW YOUR BILL WAS CALCULATED

| Heads | Rate | Amount (₹) |
|--|------------------------------|---------------|
| Electrical Energy (HSN code 27160000) | | |
| 1. Fixed Charge | | 85.00 |
| 2. Wheeling Charges | | 192.27 |
| 3. Green power Tariff | 0.00/kWh | 0.00 |
| 4. Energy charge | | 300.15 |
| 5. Fuel Adjustment Charge (FAC) # | Refer Tariff Structure below | 0.00 |
| 6. Government electricity duty | 16.00% | 92.39 |
| 7. Maharashtra Govt tax on sale of electricity | 26.04p/unit | 22.65 |
| (A) Current month's bill amount (Sum of 1 to 7) | | 692.46 |
| a. Others | | 0.00 |
| b. Delayed payment charge on previous month's bill | | 0.00 |
| c. Digital Payment discount | | 1.53Cr |
| d. Paperless E-Bill discount | | 0.00 |
| e. Interest on arrears | | 0.00 |
| f. Adjustments | | 0.00 |
| (B) Net other charges in current bill (Sum of a to f) | | 1.53Cr |
| Current Month charges(A+B) | | 690.93 |
| Previous month's bill amount | | 739.71 |
| Payment received upto 14-12-2023 | | 730.00 |
| Prompt payment discount | | 6.11 |
| (C) Net previous balance | | 3.60 |
| Total Bill Amount (A+B+C) | | 694.53 |
| Amount deferred | | 0.00 |
| Round Sum Payable with this bill | | 690.00 |

| | |
|--------------------------------------|--------|
| Your security deposit (SD) with Us ₹ | 784.10 |
| Your unpaid security deposit ₹ | 160.00 |

As per Electricity Supply Code, you can also opt for your own meter(adhering to BIS standards)

YOUR TARIFF STRUCTURE (EFFECTIVE FROM 01.04.2023) (₹)

| LT I (B) RESIDENTIAL Units/Month | Fixed Charge Per month | Energy Charge Per Unit | Wheeling Charge Per Unit | FAC Rate Paisa/Unit Dec-23 |
|--|---------------------------|---------------------------|-----------------------------|----------------------------------|
| 0 - 100 | 85.00 | 3.45 | 2.21 | 0.00 |
| 101 - 300 | 125.00 | 5.55 | 2.21 | 0.00 |
| 301 - 500 | 125.00 | 7.45 | 2.21 | 0.00 |
| > 500 | 150.00 | 8.55 | 2.21 | 0.00 |

Above fixed charges are for single phase connections. Fixed charge of Rs.150 per month will be levied on residential consumers availing 3 phase supply. Additional Fixed Charge of Rs. 150 per 10 kW load or part thereof above 10kW load shall be payable. Temporary supply consumers shall pay 1.5 times the Fixed Charges applicable for this category.

| Bill Days | Base Days | Total Units | 1st Slab | 2nd Slab | 3rd Slab | 4th slab |
|-----------|-----------|-------------|----------|----------|----------|----------|
| 30 | 31 | 87 | 87 | 0 | 0 | 0 |

ADVANCE PAYMENT DETAILS (₹)

| Opening Balance | Adjustment | Interest | Closing Balance |
|-----------------|------------|----------|-----------------|
| | | | |

ADJUSTMENT / TCS DETAILS (₹)

| |
|--|
| |
|--|

LAST PAYMENT DETAILS

| Payment Date | Payment Amount(₹) | Payment Mode |
|------------------|-------------------|--------------|
| 14 December 2023 | 730.00 | Online |



- For Cheque payments: Date of realization of cheque or 3 days from submission of cheque (whichever is earlier) shall be deemed to be the date of receipt of payment (subject to realization)
- Cheque should be Account payee of local clearing and not post-dated
- Mention A/c No. and respective amount on back of the cheque when making multiple bill payments by single cheque
- Make cheque payable to Adani Electricity Mumbai Ltd. A/C No.:100130793

Go Paperless to Pay Less

Paperless billing subscribers can

- Avail bill on email/SMS/WhatsApp. Visit <https://www.adanielectricity.com/Billing>
- Earn a discount of Rs.10 every month
- In case needed, hard copy available on request
- To opt-in for paperless billing visit: www.adanielectricity.com



To view supply code SOP, including power quality regulation 2021, Scan the QR code below or visit: <https://www.adanielectricity.com/regulatory>

PRINCIPAL PLACE OF BUSINESS / CONSUMER GRIEVANCE REDRESSAL FORUM (CGRF)

Address :Adani Electricity, Devidas Lane, Off SVP Road, Near Devidas Lane Telephone Exchange, Borivali West, Mumbai 400 103

Phone: 022-50745004

Email: consumerforum.mumbai@adani.com

Website: cgrf.adanielectricity.com

ELECTRICITY OMBUDSMAN

Address: 107,108 Arcadia, NCPA Bldg, Nariman Point, Mumbai 400021 Maharashtra

Email: electricityombudsmanmumbai@gmail.com

REGISTERED OFFICE AEML

Address: Adani Corporate House, Shantigram, Near Vaishno Devi Circle, S. G. Highway, Khodiyar Ahmedabad, Gujarat, India - 382427

CIN : U74999GJ2008PLC107256

PAN : AADC0086F

GSTIN : 27AADCD0086F12W

NOTE

- To pay online - visit: www.adanielectricity.com
- Get 7% interest on VDS (reducing balance)
- Rs 10 discount per month if you pay for paperless E-bill. No hard copy will be generated. Log on to our website www.Adanielectricity.com for more details
- As per MERC, Interest on Security Deposit is at the bank rate declared by RBI as on 1st April of the financial year. For FY 2023-24, it is 4.25%.
- Electricity Duty as per Govt. of Maharashtra Notification no ELD-2016/CR 252/Energy-1 of 21.10.2016 and ELD-2020/CR-34/Energy-1 of 14.08.2020. Tax on sale of Electricity as per Govt. of Maharashtra Notification No. VVK-2018/CR 161/Energy-1 of 26-12-2018

LOCATION DETAILS OF GENIUS PAY CENTRE FOR BILL PAYMENTS

Scan this QR code for Genius Pay Centre (kiosk for bill payments)



Choose the paperless way to receive your electricity bill and embrace sustainability!



Scan now

Save ₹10 on your monthly bill!

NIRAV BUILDERS

BUILDERS & CONTRACTORS

6/E, Mewawala Apartment, Sarojini Road, Vile Parle (w), Bombay-400 056.

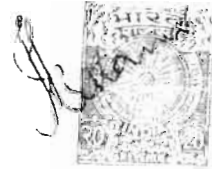
No 073

Date 26 3 '81

RECEIVED with thanks from Pradip Ratilal Shah
the sum of Rupees four thousand four hundred fifty only.
by ~~Cash~~/Cheque No. 170119 on Union Bank of India, Bay Sarashan Mang.
in Part/~~Full~~ Payment on account of Flat/Shop No. 9 on Second
Floor in Building ARTI at Godawan Mhatre Road, Dahisar (W)

Rs. 4,450/-

For NIRAV BUILDERS



Partner

Subject to realisation of cheque.

NIRAV BUILDERS

BUILDERS & CONTRACTORS

6/E, Mewawala Apartment, Sarojini Road, Vile Parle (w), Bombay-400 056.

No 067

Date 10-3-81

RECEIVED with thanks from Pradip Ratilal Shah
the sum of Rupees Two thousand five hundred fifty only
by ~~Cash~~/Cheque No. 054905 on Union Bank of India (DAHISAR)
in Part/~~Full~~ Payment on account of Flat/Shop No. 9 (min.) on Second
Floor in Building ARTI at Godawan Mhatre Rd (DAHISAR) W

Rs. 2550/-

For NIRAV BUILDERS



Subject to realisation of cheque.

NIRAV BUILDERS

BUILDERS & CONTRACTORS

6/E, Mewawala Apartment, Sarojini Road, Vile Parle (w), Bombay-400 056.

No 069

Date 12/3/81

RECEIVED with thanks from Pradip Ratilal Shah

the sum of Rupees Ten thousand only -

by ~~Cash/Cheque~~ ^{Pay Slip No} 166094 on Union Bank of India, Bombay

in Part/~~Full~~ Payment on account of Flat/Shop No. 9 (nine) on Second

Floor in Building Arti at Godawari Khatre (Dahisar (W))

Rs. 10,000/-

For NIRAV BUILDERS



Subject to realisation of cheque.

ARATIKRIPA CO-OP. HOUSING SOCIETY LTD.
THE Registration No. BMO/WR/HSG/TC/4442 of **CO-OPERATIVE HOUSING**
1988-89 dt. 8-6-1989. **SOCIETY LIMITED**

(Registered under M.C.S. Act, 1960) (Registration No. _____ and Date _____)

No. 21

Authorised Share Capital Rs. 250/- Divided into 5 Shares each of Rs. 50/- only

Member's Register No. 9

THIS IS TO CERTIFY that Shri/Smt. PRADEEP R. SHAH

of _____ is the Registered Holder of (_____) Shares from No. 091
to 095 of Rs. 50/- (FIFTY ONLY)

in **THE ARATIKRIPA CO-OP. HOUSING SOCIETY LTD. CO-OPERATIVE HOUSING SOCIETY LTD.**

Registration No. BMO/WR/HSG/TC/4442 of _____ Subject to the Bye-laws of the said Society and
1988-89 dt. 8-6-1989.

that upon each of such Shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at _____ this _____

day of _____ 199 _____



For **ARATI KRIPA CO-OP. HSG. SOC. LTD.** Chairman

[Signature] Hon. Secretary

[Signature] Member of the Committee
[Signature] Treasurer

P.T.O.

Memorandum of the transfers of the within mentioned Shares

| S. No. of Transfer | Date of General Body Managing Committee Meeting at which Transfer was approved | To whom Transferred | Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered | Sr. No. in the Shares Register at which the name of the Transferee is recorded |
|--------------------|--|---------------------|---|--|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Chairman | Hon. Secretary | | Committee Member |
| 2 | Chairman | Hon. Secretary | | Committee Member |
| 3 | Chairman | Hon. Secretary | | Committee Member |
| 4 | Chairman | Hon. Secretary | | Committee Member |
| 5 | Chairman | Hon. Secretary | | Committee Member |

NIRAY BUILDERS

BUILDERS & CONTRACTORS

Date 9 - 3 - 1981.

Shri Pradip Ratilal Shah,
C/o Union Bank of India,
Dahisar.
Bombay . 400 068.

Dear Sir,


sub: Possession of the Flat No.9(nine): Arti
C.T.S. No. 761, Godavari Mhatre Rd, Dahisar(W)
Bombay - 68.

With reference to the above I hereby inform you that the said flat is ready, so kindly arrange for the payment of Rs. 17,000/- (Rupees Seventeen Thousand) which is to be paid by you before taking the possession of the flat.

Please treat this demand letter as urgent.

Thanking you.

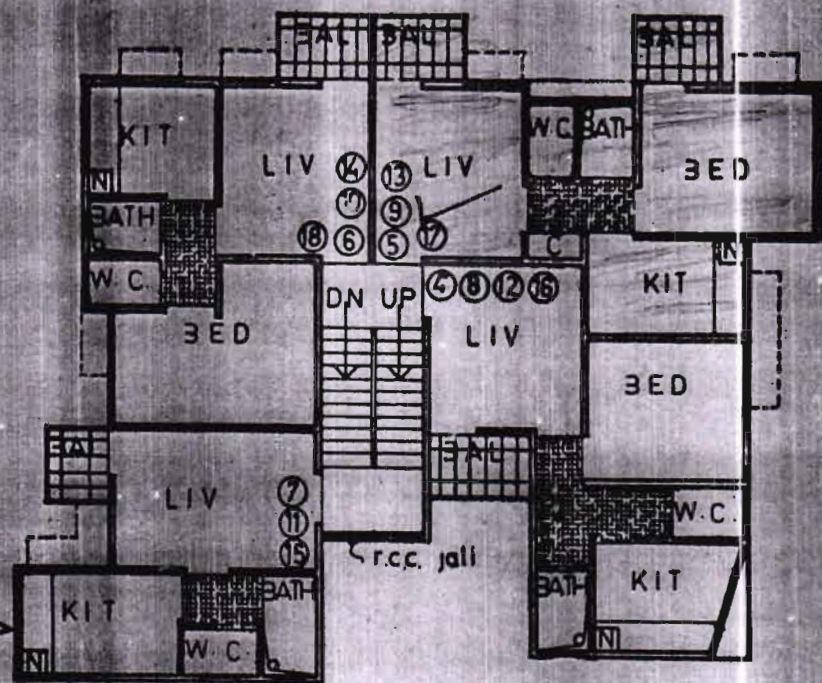
I hereby authorise
you to issue a
pay order for Rs.
10,000/- In read ab
Rs. 17000/- Pradip
10.3.81

Yours faithfully,
F. Nirav Builders
For Nirav Batavia Trust

Trustee
Proprietor

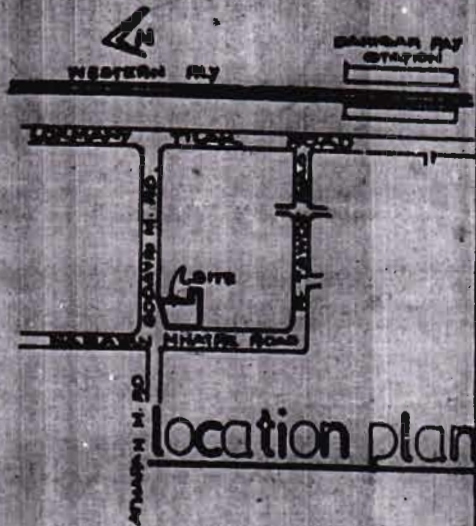
Recd. P.O. No. 166094 dt 10.03.81 from Nirav Builders for Rs. 10000/-

Please reply at : 6/E, Mewawala Apartment, Sarojini Road, Vile Parle (w), Bombay-400 056. Tel. : 563726

Pradip

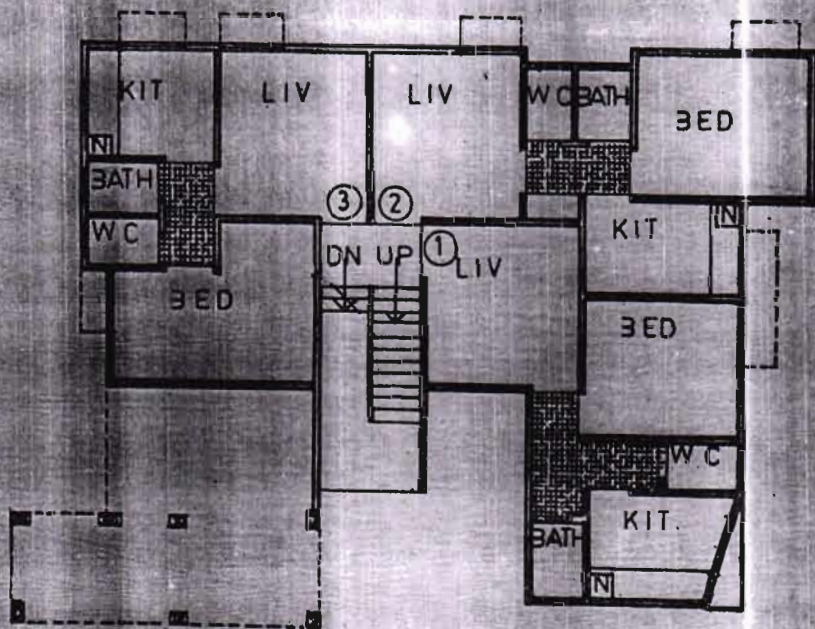


TYPICAL FLR. PLAN



location plan

Second Floor
9-Nine
Reservak



GROUND FLR. PLAN

ARTI PROPOSED RESIDENTIAL BLDG ON
BEARING CTS NO.761 OF VILLAGE DAHISAR
BOMBAY 400 068 FOR
BATAVIA VILE PARLE (W) BOMBAY 400 056

DILEEP V. SAVANT
ARCHITECTS AND ENGINEERS
SAHANI WADI D. M. ROAD
DAHISAR (WEST)
BOMBAY 400 068

5) In view of our acceding to your request to give an additional room to you by us as Builder, the said Tripartite Agreement to stand valid to that extent only regarding the payment of Rs.7000/- (Rupees Seven Thousand) further to us with which to Mr. & Mrs. Pitle have no concerned of whatsoever.

6) In respect of other blocks of one room and kitchen and which will be transferred in the name of Smt. Gunvanti Pitambardas Shah, we accept that if she desires we are ready to allot her one additional room subject to her informing her final decision on or before 6.12.78 to us and her agreeing to pay an additional amount Rs.7000/- for the increase area upto 430.00 sq. ft. and if the area is increased on and above 430.00 sq. fts. she shall pay the additional amount at the rate of Rs.90/- per sq. feet of built up area and as more described in Tripartite Agreement dated 7.10.78.

Yours faithfully,

D.H. Batvia

(D.H.Batvia)

Trustee & Proprietor of Sirav Batvia Trust.

We, the undersigned Mr. Ratilal Pitambardas Shah, Pradeep Ratilal Shah and Miss. Gunwanti Pitambardas Shah hereby confirm the contents of the above letter and the same are binding on us.

Ratilal Pitambardas Shah.

R. Shah
7-10-1978

Pradeep Ratilal Shah.

Pradeep Shah
7-10-1978

Gunvanti Pitambardas Shah.

G.P. Shah
7-10-1978



Serial

20-9-1978
D. U. Sinha

5

From :

Date : 7th October 1978.

Mr. Dinesh H. Batvia,
Trustee & Proprietor of
Nirav Batvia Trust,
6-E, Mewawala Apartment,
Sarojini Road,
Vile Parle (West),
Bombay - 400 056.

To

Mr. Ratilal Pitambardas Shah,
Ratan Cottage,
Godavari Mhatre Road,
Dahisar (West),
Bombay - 400 068.

Dear Sir,

DH 3 I, Mr. ^{Dinesh} ~~Jyotin~~ H. Batvia Trustee and Proprietor of ~~Nirav~~ Nirav Batvia Trust, do hereby place on record as follows :-

1) Under agreement between yourself, ourselves, M.P. Pitle and Smt. Ratanbhai M. Pitle, it has been decided that on payment of the amount stipulated therein, you will be allotted 2 ownership blocks - one consisting two rooms and kitchen admeasuring 430.00 sq. ft. built up area and another of one room and kitchen admeasuring 350.00 sq. ft. built up area and as more particularly specified in detail subject to the terms and conditions and payment mentioned therein.

: 2 :

2) Initially you were decided that you required two blocks of one room kitchen admeasuring 350.00 sq.ft. built up area and subsequently you have approached us with a request that instead of one room and kitchen blocks of 350.00 sq.ft. built up area, you are interested to have one block out of the said two blocks of two room and kitchen that is adding one additional room in the said block also subject to the further payment for such additional room and considering your request we have agreed to give and additional room, i.e. the said block will be of two room and kitchen and also instead of one room and kitchen and the area of such two rooms and kitchen block will be about 430.00 sq.ft. and not 350.00 sq.ft.

3) In the said event you will be liable to pay the additional amount of Rs.7000/- (Rupees Seven Thousand) with respect of the said other blocks on and above Rs.10,000/- (Rupees Ten Thousand) agreed by you i.e. in all Rs.17,000/- (Rupees Seventeen Thousand) then referred in Tripartitie Agreement you will have to pay additional amount of Rs.7,000/- (Rupees Seven-Thousand) along with Rs.10,000/- (Rupees Ten Thousand) to us on or before occupying the block and as more particularly described in Tripartitie Agreement dated 7.10.78.

4) As per your request out of the two ownership blocks one consisting two rooms + kitchen will be transfered in the name of Mr. Pradeep Ratilal Shah which will be on Second floor of the said propose building and another consisting one room kitchen will be transferred in the name of Smt. Gunwanti Pitambardas Shah and the same will be on first floor of the said proposed building.

Contd. ...3



2 OCT 1978

457

COURT OF SMALL CAUSES
BOMBAY.

PAID

PAID BY

A.P. Meghani

MSB

Stamp cancelled by the Court of Small Causes, Bombay.

From :

Date : 9th October 1978

Mr. D.H. Batvia,
Trustee & Prop. of
Nirav Batvia Trust,
6/E, Mewawala Aptment,
Sarojini Road,
Vile Parle (West),
Bombay - 400 056.

To

Mr. Ratilal Pitambardas Shah,
Ratan Cottage,
Godavari Mhatre Road,
Dahisar (West),
Bombay - 400 068.

Dear Sir,

In pursuance Tripartite Agreement dated 7.10.78 and letter addressed to you dated 7.10.78 and with reference to talk I had with you, I hereby assure you that the built up area of the block which will be allotted to your Nominee Mr. Pradeep Ratilal Shah will be 475.00 sq.ft. and not of 430.00 sq.ft. as mentioned in Tripartite Agreement and letter referred to above.

D.H.B.
RB

P.T.O. . . 2

..... 2

If the area is decreased then I shall return your money at the rate of Rs.39/- per square foot built up area and if it is increased you will have to pay additional amount before occupation at the rate of Rs.90/- per sq. foot built up area.

Yours faithfully,

D H Batvia

(D.H.Batvia)

Trustee and Prop. of Nirav Batvia Trust.

We the undersigned Mr.Ratilal Pitambardas Shah and Mr. Pradeep Ratilal Shah hereby confirm the contents of above letter and the same are binding on us.

Mr. R.P.Shah

R. Shah
9.10.1978

Mr. P.R.Shah.

P. R. Shah
9.10.1978



HC 140

31 JAN 1978
G.K. Yopa Adv.
B-2

J.F. Shroff

FATIA
D.H.S.
J.F.S.

THIS AGREEMENT made this 7th day of ~~September~~ ^{OCTOBER} 1978
between ~~JOHN H.~~ ^{DINESH} BATAVIA the Trustee and the Proprietor
of ~~HIRAY~~ BATAVIA TRUST, hereinafter called the "BUILDER"
(which expression shall mean and include, unless repugnant
to the context or meaning thereof, their successors and
assigns) of the ONE PART and MONESHWAR PANDURANG PITLE
and SMT. BATAWBAI MOHESHWAR PITLE, hereinafter called
the "OWNERS" (which expression shall mean and include,
unless repugnant to the context or meaning thereof, their
heirs, executors, administrators and assigns) of the
SECOND PART and FATILAL PITAMBE DAS Shah, hereinafter
called the "OCCUPANT" (which expression shall mean and
include his heirs, executors and administrators) of the
THIRD PART:

h.T. Shroff
D.H.S.
J.F.S.

WHEREAS the party of the One Part is builder who, with an intention to develop the property, has entered into an Agreement of Purchase of the property known as "Ratan Cottage" situate at CTSNo. 761/761 Part at village Dahisar, Bombay Suburban District, Godavari Mhatre Road, Dahisar West, owned by the party of the Second Part;

WHEREAS the party of the Third Part is a tenant of the property occupying two independent premises covered under two separate receipts in the name of the party of the Third Part, situate on the ground floor and the first floor respectively in the said property of the party of the Other Part who is the Owner/Vendor

AND WHEREAS under the said Agreement of Sale, the party of the Other Part has, for the purpose of accommodating the party of the Third Part in the new building proposed to be erected on the said site by the party of the One Part, retained for the occupation of the party of the Third Part two blocks ^{Self-Contained} to be given by the party of the

By J.H.T. 107
D.H.B.
JK

One Part on ownership to the Party of the Other Part and that on completion of the building under the said Agreement of Sale the party of the Other Part will be entitled to two ownership blocks as more particularly described therein one consisting of one room and a kitchen and the other consisting of two rooms and a kitchen and the area not less than 350 sq. ft and 430 sq. ft built up area in the proposed new construction for occupation by the party of the Third Part as a tenant of the party of the Other Part;

AND WHEREAS the Party of the Other Part with the consent of the Party of One Part has agreed to accommodate the Party of the Third Part in the said ownership blocks as tenant member subject to the payment of the amount mentioned hereinafter to the party of the Second Part and One Part respectively;

AND WHEREAS the said property under the said Agreement of Sale is to be purchased by the party of the One Part for the purpose of development and to put up a new construction in the proposed Society on the said plot;

AND WHEREAS the party of the Third Part has agreed to render all necessary assistance to enable the party of the One Part to demolish the existing structure and shift to the provisional alternative accommodation of the type to be offered by the party of the Other Part of two single room all together tenement during the period of the said construction and further to give each and every sort of assistance to enable the party of the One Part in proceeding with the development of the said property and the construction of the new building on the said site in consideration of acquiring alternative permanent accommodation for the proposed new construction which the party of the Other Part has reserved

h
D. 11. 12.
F. H. T. 19. 19.

for himself as of ownership to be occupied by the party of the Third Part subject to the payment that has been agreed herein enabling the Party of the Third Part to become and enrol as a member of the said Society and purchasing the said blocks instead of continuing as a tenant subject to payment of the consideration arrived at hereinafter stated.

IT IS AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:

1. The Party of the Third Part agrees to render each and every assistance to enable the party of the One Part to develop the said property and to proceed with the proposed new construction on the said site agreed to be purchased from the party of the Other Part;
2. On the party of the One Part providing provisional alternative accommodation of two independent rooms of habitable construction, the party of the Third Part shall vacate and hand over vacant and peaceful possession of the premises in occupation at present by the party of the Third Part and remove himself with all his articles and belongings to the said provisional alternative accommodation of two independent rooms to be provided by the party of the One Part;
3. Agreed that the party of the Third Part shall occupy the said provisional alternative accommodation so provided by the party of the One Part during the period of the work of construction of the proposed building and during the said period of occupation shall pay the consideration as and by way of compensation or rent at the nominal rate of Rs. 35/- p.m. per room;

4. Agreed that the party of the One Part in pursuance to the Agreement of Sale shall give the party of the other Part two ownership blocks as specified in the Agreement of Sale for giving them to the party of the Third Part and that the party of the Third Part on making available on agreed payment such two block reserved by the Party of the Other Part for the said purpose, shall occupy the same as a permanent alternative accommodation and shall, at the time of such occupation, hand over vacant possession of the provisional alternative accommodation to the party of the One Part;
5. That the party of the Third Part shall, as stated above, immediately shift to the provisional alternative accommodation being made available to the party of the Third Part and such provisional accommodation shall be in the corner of the said plot and handing over the vacant possession of the premises at present in their occupation with absolute liberty to deal with and/or to pull down by the party of the One Part for the purpose of erecting the proposed new building and development of the said property;
6. Agreed and specifically understood that provisional accommodation offered to the party of the Third Part is purely provisional accommodation to expeditiously proceed and minimise the inconvenience to both the parties of the One Part and Party of the Other Part for the proposed construction of the new building and occupation of such provisional accommodation does not in any way affect the right of the party of the Third Part to claim and to have permanent alternative accommodation agreed upon to be provided by the parties

ms
W.B.
E.H.T. P.T. R.C.

hereto in pursuance to this Agreement.

7. The party of the One Part has submitted the proposal for the development of the said property in the name of the party of the Other Part to the Bombay Municipal Corporation and that the party of the Third Part has seen the said proposal. On the basis of the said proposal the party of the Third Part has accepted permanent alternative accommodation of self-contained two blocks, one block to be of the area not less than 350 sq. ft. built-up and another block of two rooms and a kitchen of the built-up area not less than 430 sq. ft. respectively, i.e. consisting of one room and a kitchen as well as two rooms and a kitchen, respectively which accommodation on completion of the building to be offered by the party of the One Part to the party of the Other Part as per this Agreement of Sale for the purpose of the party of the Third Part subject to the payment of the amount as well as other outgoings, with further specific understanding that if the party of the Third Part fails to pay the amount herein agreed the party of the One Part and the party of the Other Part shall be at liberty to deal with the said blocks as they may choose without prejudice to the rights even to get possession of provisional alternative accommodation.
8. Agreed specifically hereby that the two blocks admeasuring 350 Sq.ft. and 430 Sq.ft. respectively preserved to be given in ownership to the party of the Other Part shall be given in turn to the party of the Third Part separately in the name of the party of the third Part or his nominee or nominees. The party of the Third Part shall pay a sum of Rs. 9,000/- (Rupees Nine Thousand only) as and by way of consideration to the party of the Other Part and Rs. 1,000/-

h
D.H.B.
J.H.T. 14.
OK

2.8

(Rupees One Thousand only) to the party of the One Part in respect of the block of 350 Sq.ft. built-up consisting of one room and a kitchen and further shall pay Rs. 16,000/- (Rupees Sixteen Thousand only) as and by way of consideration to the party of the Other Part and Rs. 1000/- (Rupees One thousand only) to the party of the One Part in connection with the room of 430 Sq.ft. consisting of two rooms and a kitchen as and by way contribution and consideration for becoming the owner/member of the said blocks in the name of the party of the Third part or his nominee or nominees in turn taking from the party of the Other Part and that the party of the Third Part shall pay the said amount within ^{thirty} ~~seven~~ days from the offer given by the Party of the One Part and the party of the Other Part to occupy the said ownership blocks in the said new building provided however, if the party of the Third Part fails to pay the amount stipulated herein with respect to either of the said blocks in that event the party of the One Part and party of the Other Part shall be at liberty to deal with and/or dispose off the said block/blocks in the manner they may choose and the party of the Third Part shall be deemed to have given up their rights to acquire such permanent alternative accommodation and the party of the Third Part shall also be required in such event to give up provisional alternative accommodation given by the party of the One Part herein.

9. Agreed that in the event the area of the blocks specified hereinabove is required to be varied and is found to be more or less in that event it is agreed between the parties that the amount payable to the party of the Other Part shall be made account on the basis that whatever

14.
F. H. R.
D.H.B.
By

square feet of area found less, the party of the One Part shall give a rebate at the rate of Rs. 39/- for such square feet and in the event if the area is found more than the party of the Third Part shall pay to the party of the One Part at the rate of Rs. 90/- per sq. ft. of such increased area provided however increase or decrease shall not vary more than 10% of such allotted area.

10. The party of the Third Part further agrees to sign each and every application, plans, proposals, memorandum or petition as and when required, desired by the party of the One Part for the purpose of development of the said property and further if and when necessary to give necessary declaration before the Magistrate and/or before any other authority to enable the party to proceed with the development of the said property and proposed construction provided however signing of any such application and/or furnishing any such affidavit shall not in any way affect prejudicially the tenancy right and the right of the party of the Third Part to have terms and conditions of the agreement complied with.
11. The party of the Third Part further agrees that in the event of the party of the Third Part paying and occupying the said blocks in the proposed Society, the party of the Third Part shall pay the membership and entrance and other necessary charges shall be bound to abide by the Rules and Regulations of the proposed Society just like every other member of the proposed Society and also shall pay in time as stipulated above the consideration of ownership block agreed upon.
12. The party of the Third Part shall vacate the provisional alternative accommodation on the party of the One Part

2/2/7

and other giving the permanent alternative accommodation as specified herein provided, however, unless and until possession of the provisional alternative accommodation is handed over, the party of the Third Part shall not be entitled to shift to the permanent alternative accommodation as stated above.

13. The party of the Second Part agrees and undertakes that within a period of 18 months maximum after obtaining the Commencement Certificate from the Bombay Municipal Corporation, time being the essence of the contract, the party of the One Part shall complete the proposed construction and provide permanent alternative accommodation as stipulated above on the terms and conditions agreed upon to the party of the Other Part;
14. The party of the Third Part has seen the proposed plan and has selected as and by way of permanent alternative accommodation the two blocks stated above and the said blocks shall be the only blocks which the party of the Other Part shall be entitled ^{to.} The party of the One Part or the Second Part shall not be entitled to create any charge or interest in respect of the said blocks prejudicially affecting right of the party of the Third Part.
15. That the said block in the proposed building shall be duly completed and Completion Certificate or Occupation Certificate shall be obtained by the party of the One Part.
16. Agreed that in the event the party of the Third Part chooses to pay the consideration amount stipulated above, for enrolling as an owner/member in the proposed Society in that event it will be open for the party of the Third Part to either take the said block or blocks in the name

F.H. 17. *[Signature]*
D.H.B. *[Signature]*

of the party of the Third Part or even in the name of their nominee or nominees separately with the consent of the party of the Third Part and in that event subject to the payment and complying with the terms of this Agreement, the party of the One Part and party of the Second Part shall arrange to have such nominee or nominees of the party of the Third Part as warranted by circumstances as except such nominee as a member in the proposed new Society.

17. It is agreed that in the event that after communicating to the party of the Third Part by the party of the One Part to the effect that the permanent alternative accommodation agreed upon is ready and offered for occupation to the party of the Third Part, and in the event the party of the ~~Other~~^{Third} Part fails to accept such offer after waiting for 30 days and pay the stipulation to the party of the One Part and/or Other Part shall be entitled to deal with and/or dispose off the said premises intended to be reserved for the party of the Third Part in the manner he may choose without any further reference to the party of the Third Part and all right, title or interest with respect to the said permanent alternative accommodation reserved under this Agreement shall be deemed to be given up and relinquished by the party of the Third Part and further in such event the party of the Third Part shall also be bound to hand over the possession of provisional alternative accommodation given under the present agreement.

h
D.H.B.
F. At. R.
Re

18. The party of the ~~Other~~^{Third} Part shall at all times be at liberty to nominate any member of his family including brothers and sisters to be the beneficiaries under this agreement and the tenant/owners of the ^{Self-contained} new blocks to be

h
F. At. R.
D.H.B.
Re
h
F. At. R.

given hereunder and such nomination shall be binding on the party of the One Part and the owners.

19. The owners that is the party of the ^{Other} ~~Third~~ Part do hereby jointly and severally confirm and agree to all that is stated hereinabove and declare that in the event of the sale in favour of the Builder not fructifying for any reason whatsoever, they the Owners shall be bound by all the terms and conditions herein as if they were the builders and shall make good all loss or damage caused to the party of the ^{third} ~~other~~ Part by reason of this agreement.

Handwritten signature
D.H.B.
F.H.P.

Handwritten signature
D.H.B.
F.H.P.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by the within-named ^{DINESH} JYOTI R.)
BATAVIA, the Trustee and the)
Proprietor, in the presence)
of: ... *[Signature]*)
Advocate

D. H. Batavia

SIGNED SEALED AND DELIVERED)
by the within-named RATILAL)
PITAMBRE LAL SHAH, the Occupant,)
in the presence of: ...)

[Signature]

[Signature]
Architect

SIGNED, SEALED AND DELIVERED)
by the within-named)
M. P. PITLE & R. M. PITLE)
in the presence of ...)

[Signature]
Advocate

[Signature]
Advocate

F.H.P.

DATED THIS 7th DAY OF ~~SEPTEMBER~~ OCTOBER, 1978

DINESH
~~JOHN~~ H. BATAVIA

and

Ratilal PITAMBEDAS SHAH

and

Mr. & Mrs. M. P. Pitale

A G R E E M E N T

Shri Girish Vora,
Advocate,
214/216, Dr. Gawasji Hormusji St.,
Kalyandas Haridas Shep,
BOMBAY-400 002.