

LAND BREEZE
S2C
PURCHASE 21.04.81



CHICKEN SOUPS

AGREEMENT

AN AGREEMENT made at Bombay this 21st day of April One thousand nine hundred and seventy Eighty one
Between Messrs. GREAT WESTERN FINANCE CORPORATION a firm carrying on business at 2B Sindhu House, Nanabhai Lane, Bombay-1, hereinafter for brevity's sake referred to as "the Builders" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being of the said firm and the survivor or survivors of them and the heirs, executors and administrators of the last survivor, and their or his assigns) of the One Part: AND Shri/Smt./Sarvashree
MR. NAXD. B. M. AKSHARAMANEY
hereinafter for brevity's sake referred to as "the Buyer/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the Other Part:

WHEREAS :-

1. One Dina Dady Baxter is seized and possessed of or otherwise well and sufficiently entitled to a large piece of land containing by admeasurement 6934 (six thousand nine hundred and thirty four) square yards or thereabouts situated at Pali Hill, Bandra, Registration Sub-district Bandra, District Greater Bombay bearing N.A. No. 108, S.No. 318, S.No. 326 B and S.No. 326 C, H ward No. 2111 Street No. 39 Pali Hill Road (New C.T.S. Nos. C/1388, C/1389, C/1390 and C/1391) and more particularly described in the First Schedule hereunder written;

2. By an Agreement dated 28th day of April 1978 made between the said Dina Dady Baxter (therein and hereinafter called "the Vendor") of the one part and Narottam Nensey for and on behalf and in his capacity

as a partner of the firm of Messrs. Great Western Finance Corporation (the Builders abovenamed) (therein and hereinafter called "the Purchaser") of the other part, the Vendor agreed to sell to the said Narottam Nensey as a partner of the Builders all and singular the piece of land delineated on the plan of the property thereto annexed by a red coloured boundary line and more particulaly described in the Second Schedule hereunder written and which said piece of land form part of the said larger piece of land described in the First Schedule hereunder written and a Bungalow situate thereon on the terms and conditions therein contained;

3. The Purchaser has entered into the said agreement dated 28th day of April 1978 hereinabove first recited for purchase of the said property described in the Second Schedule hereunder written for and on behalf and as a partner of the Builders free from all incumbrances and on the basis of the unutilised index available for construction;

4. Under the said agreement for sale hereinabove recited, the Purchaser has, for and on behalf of the Builders already paid a sum of Rs. 8,51,001 as deposit or earnest money to the Vendor the balance of Rs. 15 lakhs having been agreed to be paid against vacant possession of the said property;

5. On a part of the said land described in the Second Schedule there is a bungalow standing thereon and accordingly the Vendor was unable to give immediate vacant possession of the land covered by the said bungalow;

6. In view of the aforesaid liability of the Vendor to give vacant possession of the land covered by the said bungalow as last hereinabove recited, the Vendor and the Purchaser have entered into an agreement dated 8th day of May 1978 whereby the Vendor agreed to give possession of the land except the said bungalow against payment of Rs. 12,50,000 out of the said sum of Rs. 15 lakhs being the balance of the purchase price payable under the said agreement for sale hereinabove recited and it has been agreed that the balance of Rs. 2,50,000 shall be retained by the Purchaser to be paid against vacant possession of the said bungalow;

7. Under the said agreement dated 8th day of May 1978 last hereinabove recited it has been further agreed between the Vendor and the Purchaser that if for want of vacant possession of the said bungalow, construction of the proposed entire sixth floor is not permitted by the Municipal Corporation of Greater Bombay, the Vendor will reimburse to the Purchaser a sum of Rs. 4 lakhs over and above the amount agreed to be retained as recited in the last preceding recital;

8. The Vendor has given to the Builders through the Purchaser a its partner, vacant possession of the said land described in the Second Schedule hereunder written barring possession of the said bungalow and land covered thereby, against payment to the Vendor off the said sum of Rs. 12,50,000 by the Builders through the Purchaser;

9. The said property is free from encumbrances and subject to the provisions of the said agreements dated 28th day of April 1978 and 8th day of May 1978 hereinabove recited the Builders are entitled to put up construction thereon and to deal with and dispose of the same in such manner as the Builders may deem fit;

10. The Builders are desirous of constructing a Bungalow and a building thereon consisting of a ground and six upper floors or more;

11. The Builders have submitted to and have got sanctioned by the Municipal Corporation of Greater Bombay, the plans and specifications in respect of the proposed building to be constructed as aforesaid;

12. The Builders are desirous of selling flats in the proposed building to the prospective buyers on what is known as "ownership basis"...


13. Upon demand of the Buyer the Builders have given to the Buyer inspection of the originals of the said sanctioned building plans and specifications which fact the Buyer both hereby expressly confirm;

14. The Buyer has taken inspection of the aforesaid agreements dated 28th April 1978 and 8th May 1978 and other relevant and related documents and the Buyer is fully conversant with the terms and conditions and provisions therein contained;

15. The Certificate of title issued by the Builders' Solicitors (a copy whereof is annexed to this agreement) has been taken inspection of by the Buyers;

16. The Builders have supplied to the Buyer such of the documents mentioned in Rule 4 of the Maharashtra Ownership Flats Rules 1964 (hereinafter called "the Rules") as demanded by the Buyer;

17. The Buyer has agreed to purchase from the Builders Flat/s No/s. 52c on the 5th floor of the said building (hereinafter referred to as "the said premises") and/or Garage/s No/s Four covrd.

Pending spaces *M.V.*


upon and subject to the terms and conditions hereinafter contained and at the price hereinafter specified;

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

1. The Builders are constructing Bungalows and a Building consisting of a ground and six upper floors or more on the said premises more particularly described in the Second Schedule hereunder written in accordance with the plans and specifications which have been kept at their office at 2B, Sindhu House, Nanabhoy Lane, Flora Fountain, Bombay, and at the site of the said property for inspection and which the Buyer/s has/have seen and approved. The Builders shall under normal conditions construct a building as per the plans, designs and specifications seen and approved by the Buyer/s. It is however agreed that the Builders shall be entitled to make alterations which may be deemed desirable by them hereinafter or as may be required to be done by the Government of Maharashtra, Municipal Corporation of Greater Bombay or any other authorities. The Buyer/s hereby consent/s to such variation and he/she/they will not demand compensation or reduction in the price of the Flat/Garage by reason of such variation.
2. The Buyer/s has/have prior to the execution of this Agreement inspected and satisfied himself/herself/themselves about the title of the Builders to the said property and he/she/they shall not be entitled to investigate further the title of the Builders and no requisition or objection shall be raised on any matter relating thereto. A copy of the certificate of title issued by Messrs. Vakil Dadabhoy & Bharucha Advocates and Attorney-at-law is set out in Third Schedule hereto.
3. The Builders will be selling the Flats/Garages in the said premises on ownership basis with a view ultimately that the owners of all Flats/Garages in the said premises shall form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960 or they shall incorporate a private Limited Company with themselves as shareholders after the owners of all the Flats/Garages in the said premises have paid to the Builder all their respective dues payable by them and strictly complying with the terms and conditions of their respective agreements for purchase of flats/garages with the Builders who shall thereupon obtain the necessary conveyance or assignment of the said property in favour of such Co-operative Society or Limited Company as the case may be.

4. Garage in this
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2. The Buyer/s has/have prior to the execution of this Agreement inspected and satisfied himself/herself/themselves about the title of the Builders to the said property and he/she/they shall not be entitled to investigate further the title of the Builders and no requisition or objection shall be raised on any matter relating thereto. A copy of the certificate of title issued by Messrs. Vakil Dadabhoy & Bharucha Advocates and Attorney-at-law is set out in Third Schedule hereto.
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2. The Buyer/s has/have prior to the execution of this Agreement inspected and satisfied himself/herself/themselves about the title of the Builders to the said property and he/she/they shall not be entitled to investigate further the title of the Builders and no requisition or objection shall be raised on any matter relating thereto. A copy of the certificate of title issued by Messrs. Vakil Dadabhoy & Bharucha Advocates and Attorney-at-law is set out in Third Schedule hereto.

3. The Builders will be selling the Flats/Garages in the said premises on ownership basis with a view ultimately that the owners of all Flats/Garages in the said premises shall form themselves into a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960 or they shall incorporate a private Limited Company with themselves as shareholders after the owners of all the Flats/Garages in the said premises have paid to the Builder all their respective dues payable by them and strictly complying with the terms and conditions of their respective agreements for purchase of flats/garages with the Builders who shall thereupon obtain the necessary conveyance or assignment of the said property in favour of such Co-operative Society or Limited Company as the case may be.

4. Garage in this as
ing space

4. Garage in this agreement shall mean open and/or covered car parking space.

5. The Buyer/s hereby agrees/agree to acquire flat/garage No. *52 c.* on the *5th* floor for the price of Rs. *2,71,800*, (Rs. *Two Lacs seventy one thousand eight hundred* only) in the said premises as per the plans and specifications seen and approved by the Buyer/s including the fixtures and fittings to be provided in the said premises and in the Flat/ Garage and the materials to be used in the construction of the said premises and the specifications of the said premises are those as are set out in the Fourth Schedule hereto.

6. The Buyer/s has/have satisfied himself/herself/themselves about the designs of the said premises. The purchase price of the said Flat/ Garage shall be paid by the Buyer/s to the Builders in the manner and by the instalment set out below:

- (a) 20 percent of the purchase price as the earnest money on the execution of this agreement;
- (b) 20 percent of the purchase price at the time of casting of the 1st slab.
- (c) 10 per cent of the purchase price at the time of casting of the 2nd slab.
- (d) 10 per cent of the purchase price at the time of casting of the 3rd slab.
- (e) 10 per cent of the purchase price at the time of casting of the 4th slab;
- (f) 10 per cent of the purchase price at the time of casting of the 5th slab;
- (g) 15 per cent of the purchase price at the time of casting of the 6th slab;
- (h) 5 per cent of the purchase price against delivery of possession.

The Purchase price herein shall be exclusive of the costs of the Fire Fighting equipment which may have to be installed in the Building if demanded by the local authorities. The Buyer/Buyers agree/agrees to pay on demand his/her/their proportionate share of such fire fighting equipment.

as may be determined by the Builders towards the capital cost of such construction.

7. If the Buyer/s commit/s defaults in payment of the said amount on the respective due dates mentioned in clause (6) above (time being of the essence of the contract) the Builders shall be at liberty to terminate this agreement in which event the said deposit or earnest money paid by the Buyer/s to the Builders shall stand forfeited to the Builders. The Builders shall however on such termination refund to the Buyer/s the part payments of the purchase price, of any, which may till then have been paid by the Buyer/s to the Builders but without any further amount by way of interest or otherwise and on the Builders terminating the Agreement under this clause they shall be at liberty to sell off the said premises to such person and at such price and in such terms and conditions as the Builders may think fit without any reference or concurrence of the Buyer/s as the Builders deem fit, and the Buyer/s shall not be entitled to question such sale or to claim any amount from the Builders. After such termination the Buyer/s shall have no claim or demand of any kind whatsoever in this agreement for purchase and/or in the flat/garage hereby agreed to be purchased and/or against the Builders.

8. All the payments of the purchase price shall be made by the Buyer/s to the Builders within 7 (seven) days from the day of receiving the notice of demand. It is agreed by the Buyer/s that the Builders shall paste such demand notices at the Building site which the Buyer/s shall be deemed to have received and accepted. The Builders on their own accord will also post such notices of demand of the payments to the Buyer/s under Postal Certificate at their last known address. Without prejudice to Builders's other rights under this agreement and/or otherwise, at law, the Buyer/s shall be liable to pay interest at the rate of 18 per cent per annum on all amounts due and payable by him/her/them if such amounts remain unpaid for seven days after becoming due.

9. Under no circumstances shall the possession of the Flat/Garage be given by the Builders to the Buyer/s unless and until all payments required to be made under this agreement by him/her/them have been paid to the Builders.

10. Possession of the said premises shall be delivered by the Builders latest by December 1980. The Builders shall not incur any liability if they

or any act of God or if non-delivery of possession is as a result of any notice, order rule of notification of the Government and/or Municipal Corporation or any other public authority or for any reasons in connection with any of the aforesaid reason beyond the control of the Builders.

11. If for any reason the Builders are unable or fail to give possession of the said premises to the Buyer/s within the date specified in Clause 10 above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Buyer/s shall be entitled to give notice to the Builders terminating this Agreement in which event the Builders shall within two weeks from the receipt of such notice, refund to the Buyer/s the aforesaid amount of deposit and the further amount if any, that may have been received by the Builders from the Buyer/s in part payment of the purchase price of the said flat/garage as well as simple interest on such amount at the rate of 9% per annum from date of payment till repayment as liquidated damages in respect of such termination. Neither party shall have any other claim against the other in respect of the said Flat/Garage and of arising out of or under or in respect of this agreement.

12. The Builders shall have the right even after execution of the conveyance/Assignment in favour of the proposed Co-operative Society or Limited Company to make additions, raise storeys or put up additional structures which shall be the sole property of the Builders who will be entitled to dispose them off in such manner as they choose and the Buyer/s hereby consent/s to the same.

13. The Buyer/s shall at no time demand partition of his/her/their interest in the said building and/or the said premises, it being hereby agreed and declared that his/her/their interest in the said property is impartible.

14. The Buyer/s shall have no claim save and except in respect of the said Flat/Garage hereby agreed to be acquired by him/her/them. All open spaces, parking places, lobbies, staircases, lifts, terraces etc. will remain the property of the Builders until the whole property is transferred to the proposed Co-operative Society or Limited Company as hereinafter mentioned, but subject to the rights of the Builders as mentioned in Clause (12) herein.

15. PROVIDED the Builders do not in any way affect or prejudice the right hereby granted in favour of the Buyer/s the Builders shall be at liberty to assign or otherwise deal with or dispose of their right, title and

interest in the said land, hereditaments and premises and the building constructed or hereafter to be erected thereon.

16. The Builders shall in respect of any amount remaining to be paid by the Buyer/s under the terms and conditions of this Agreement have a first lien and charge on the said flat/garage to be acquired by the Buyer/s.

17. Nothing contained in these presents shall be construed to confer upon the Buyer/s any right, title or interest of any kind whatsoever in to or over the said land or building or any part thereof, such conferment will however take place only upon the execution of the conveyance in favour of Co-operative Society or Limited Company to be formed by all the Buyer/s of Flats/Garages in the said premises as hereafter stated.

18. Upon the Buyer/s taking possession of the said Flat/Garage, he/she/they shall have no claim against the Builders in respect of any item of work in the said Flat/Garage which may be alleged not to have been carried out in accordance with the specifications contained in the Fourth Schedule hereunder or completed.

19. The Buyer/s shall (before possession is given) deposit with the Builders a sum equivalent to six months' deposit at the rate of 50 paise per square foot per month, of the area acquired by him/her/them for the purpose of defraying the various building expenses more particularly described in the Fifth Schedule hereunder written. If at any time the deposit is exhausted and/or has become insufficient to meet the expenses referred to in the Fifth Schedule hereto the Buyer/s further agree/s to pay regularly to the Builders on the 5th day of each calendar month the provisional sum equivalent to 50 paise per square foot of the area acquired by him/her/them.

20. Notwithstanding anything herein contained, the Buyer/s shall after notice from the Builders calling upon him/her/them to take possession of the said Flat/Garage be liable from the date of such notice to contribute from time to time and at all times thereafter his/her/their proportionate share as determined by the Builders of the out goings viz., all rates, taxes, dues, and impositions of any kind whatsoever in respect of the said property and/or the said premises erected thereon as may be charged or imposed by the Government or Municipal Corporation or other statutory authority (including water charges and betterment charges) and all costs, charges and expenses necessary and incidental to the agreement and maintenance of the said premises (including insurance) irrespective of the

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fact whether he/she/they has/have taken possession of the Flat/Garage on the aforesaid date or not.

21. The Buyer/s agrees and bind himself/herself/themselves to pay to the Builders or the Co-operative Society or the Limited Company as the case may be every month on and from the date of notice as aforesaid whether possession is taken or not

(a) his/her/their proportionate share on the basis of the Municipal assessment likely in the judgement of the Builders to be fixed or which may be actually fixed in respect of the said Flat/Garage hereby agreed to be acquired and all rates, ground rents at the rate of

Paise per sq. ft. of the built up area, taxes, dues, duties impositions inclusive of levies by way of land revenue, outgoings and burdens now or at any time hereafter assessed or imposed upon the said property and/or Buildings erected thereon or upon the Owners or Occupiers thereof by the Municipal Corporation of Greater Bombay or the Government or any Revenue or other statutory authority in respect of the said property and or the Building thereon or on any part thereof for the user of any of them;

(b) his/her/their proportionate share as shall be fixed or determined by the Builders of all outgoings in respect of the said Flat/Garage including taxes, permits of insurance against fire, riot, civil commotion etc. maintenance of lifts, common lights, sanitation, water charges, charges of Bill Collectors and/or, clerks, Chowkidars, Sweepers, drive-way and garden lights and all other expenses necessary and/or incidental to the said property and the Building thereon and management maintenance and up-keep of the said premises.

22. The Buyer/s shall not be entitled to dispute the amount demanded from him/her/them in respect of his/her/their share of the aforesaid taxes, outgoings including ground rent and expenses and shall not be entitled to withhold payment thereof on any ground whatsoever.

23. So long as Flat/Garage in the said premises shall not be separately assessed for Municipal taxes and water rates, the Buyer/s shall pay to the Builders a proportionate share of the Municipal Taxes and water-tax assessed on the whole building; such proportion to be on the basis of each Flat/Garage in the said premises being equal in value. The Buyer/s shall not dispute the date from which the taxes will be payable by him/her/them once the Occupation Certificate is issued by the Municipal Corporation of

Greater Bombay or intimation from the Builders that the Building is ready for occupation.

24. After delivery of possession of the said Flat/Garage and until the execution of the Conveyance or Assignment as herein after provided the Buyer/s shall observe and perform all the terms and conditions obtained in the said hereinabove recited Agreement for Sale and shall indemnify the Builders against all costs, claims, demands and proceedings which may be taken or instituted against the Builders in respect thereof.

25. The Buyer/s hereby agree/s that in the event of any amount by way of premium or security deposit being payable to the Municipal Corporation of Greater Bombay or to the State Government of betterment charges or Development Tax or Security Deposit for the purpose of giving water connection or any other taxes or payment of a similar nature becoming payable by the Builders, the same shall be reimbursed by him/her/them to the Builders in proportion to the area of the Flat/Garage agreed to be purchased by him/her/them and in determining such amount, the decision of the Builders shall be final, conclusive and binding upon the Buyer/s.

26. The Buyer/s shall maintain at his/her/their own costs the said Flat/Garage to be acquired by him/her/them in the same good condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, Municipal Corporation of Greater Bombay, B.S.E.S. Ltd., Registrar of Co-operative Societies; Registrar of Companies, local bodies or any other authorities and shall attend, answer and be responsible for all actions and compliance with any conditions, rules or bye-laws of the said authorities.

27. The Buyer/s hereby covenant/s to keep garage walls, partition walls, sewers, drains, pipes and appurtenances thereto belonging in good tenable repair and condition and in particular so as to support shelter and protect the parts of the building other than his/her/their flat/garage.

28. The, Buyer/s shall not store in the said flat/garage any goods of hazardous or combustible nature which are in the opinion of the Builders too heavy so as to affect the construction or the structure of the said premises.

29. The Buyer/s hereby agree/s and undertake/s to be a member of the Co-operative Society or Limited company to be formed in the manner hereinafter appearing and also from time to time to sign and execute the application for registration and other papers and documents necessary for the formation and registration of the Society or Limited Company including

the bye-laws of the proposed Society and shall duly fill in, sign and return within 10 days of the same being forwarded by the Builders to him/her/ them. No objection shall be taken by the buyer/s if changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, Registrar of Companies or by any other competent authority. The Buyer/s shall be bound from time to time to sign all papers and documents and to do such acts from time to time as are necessary for safeguarding the interest of the Builders and Buyers of other Flat/s Garage in the said premises. Failure to comply with the provisions of this clause will render this agreement ipso facto to stand determined and earnest money and all other monies paid by the Buyers shall stand forfeited to the Builders.

30. The Buyer hereby covenant to keep the flat/garage and partition walls, in good condition from the date of possession.

31. The Buyer/s shall not let, sub-let, transfer, convey, mortgage, create charge or in any way encumber or deal with or dispose of his/her/their flat/garages nor, assign, under-let or part with his/her/their interest under or the benefit of this agreement or any part thereof till all his/her/ their dues of whatsoever nature owing to the Builders are fully paid up and only if the Buyer/s had/have not been guilty of breach or non-compliance with any of the terms and conditions of this agreement and until he/she/they obtain previous consent in writing of the Builders, and shall pay to the Builders such transfer fee for such transfer, subletting or assignment as may be fixed by the Builders.

32. The Buyer/s as also the persons to whom the Flat/Garage are let, sub-let transferred assigned or given possession of shall from time to time sign all applications, papers and documents and do acts, deeds, and things as the Builders and/or Co-operative Society and/or the Limited Company as the case may be, require for safeguarding the interest of the Builders and/or the Co-operative Society and/or the Limited Company and also observe and perform all the Bye-laws and rules and regulations which the Co-operative Society may adopt and/or all the provisions of the Memorandum and Articles of Association of the Pvt. Ltd. Company when incorporated and the additions or amendments thereto for protection and maintenance of the said premises and for the observance of building rules, regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Bombay and other local authorities or of the Government and other public bodies. The Buyer/s or the person to whom the Flat/Garage is sub-let, transferred, assigned or given possession of shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Private Limited Company as the case may be regarding the occupation and use of the Building, and the Flat/Garage therein and shall pay and contribute regularly and punctually towards the ground rent, taxes,

expenses and other outgoings in accordance with the terms of this Agreement.

33. The Buyer/s shall permit the Builders and their Surveyors or Agents with or without workmen and others at all reasonable times to enter into and upon his/her/their Flat/Garage or any part thereof to view and examine the state and condition thereof and to make good within three months of the giving of such notice all defects decays and wants of repair of which a notice in writing shall be given by the Builders to the Buyer/s.

34. The Buyer/s shall permit the Builders and their Surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Flats/Garage or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting and keeping in good order and condition all services, drains, pipes, water covers, gutters, wires, party structures or other conveniences belonging to or serving or used for the said premises and also for the purpose of laying down maintaing, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Flat/Garage or any other part of the buildings in respect whereof the Buyer/s or the occupiers of such other flat/garage as the case may be, who shall have made default in paying his/her/their share of the water tax.

35. The Buyer/s shall not use the said Flat/Garage for any purpose other than that for which the same is agreed to be acquired by him/her/ them except with the written permission of the Builders and shall not permit the same to be used for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other Flats/Garages in the Building or to the owners or occupiers of the neighbouring properties.

36. The Buyer/s shall not at any time demolish or cause to be demolished the Flat/Garage or any part thereof agreed to be taken by him/her/ them nor will he/she/they at any time make or cause to be made any additions or alterations of whatever nature including brick wall partition to the said Flat/Garage or any part thereof, and shall not :—

- (a) Make any alterations in the elevation and outside colour scheme of the exposed walls of, the verandah and/or any external walls of both the faces of external doors and windows of the Flat/Garage to be acquired by him/her/ them which in the opinion of the Builders differs from the colour scheme of the buildings;

(b) Carry out any int.
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the Society or

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(b) Carry out any interior decoration work and additions, alterations inside the tenement unless written consent of the Builders and of the Society or Limited Company as the case may be is obtained.

37. After the possession of the Flat/Garage is handed over to the Buyer/s if any additions or alterations in or about or relating to the said premises are thereafter required to be carried out by Government, Municipal Corporation or any statutory authority, the same shall be carried out by the Buyer/in co-operation with the purchasers of the other Flats/Garages in the said premises at their own costs and the Builders shall not in any manner be liable or responsible for the same.

38. The Buyer/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any Flat/Garage in any part of the said premises or cause any increased premium to be payable in respect thereof.

39. The Buyer/s shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from his/her/their Flat/Garage in the compound or any portion of the building.

40. The said premises shall always be known "LAND-BREEZE" and the name of the Co-operative Society or Limited Company to be formed shall include the words "LAND-BREEZE" and this name shall not be changed without the previous written consent of the Builders.

41. After the Building is complete and ready and fit for occupation and after the Society or Limited Company is registered, the Buyer/s shall strictly comply with all the terms and conditions hereof and only after all the Flats/Garages in the said premises have been sold and disposed off by the Builders and after the Builders have received all dues payable to them under the terms of this Agreement from various purchasers of Flats/Garages the Builders shall get the necessary Conveyance of the property executed in favour of such Co-operative Society or Private Limited Company as the case may be.

42. In the event of the Society or Limited Company being formed and registered before the sale and disposal by the Builders of all the Flats/Garages in the said premises, the power and authority of the Society so formed or of the purchasers of the Flats/Garages shall be subject to the over-all authority and control of the builders and in any of the matters concerning the premises, the construction and completion thereof and all amenities pertaining to the same, the Builders shall have absolute authority and control as regard the unsold flats/garages and the disposal thereof.

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

44. If the Buyer neglects, omits or fails for any person whatsoever to pay to the Builders any of the amounts due and payable by the Buyer/s under the terms and conditions of this Agreement (whether before or after delivery of possession within the time hereinbefore specified or if he/she/they shall in any other way fail to perform or observe any of the terms and conditions on his/her/their part herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said Flat/Garage and everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Buyer/s to the Builders shall stand absolutely forfeited to the Builders and he/she/they shall have no claim for refund or repayment of the said earnest money and other monies paid by him/her/ them or any part thereof and he/she/they hereby agree to forfeit all his/ her/ their right title and interest in the said Flat/Garage and all amounts already paid and in such event he/she/they shall also be liable to immediate ejection as trespasser but the right given under this clause to the Builders shall be without prejudice to any other rights remedies and claims whatsoever at law or under this Agreement of the Builders against the Buyers.

45. All letters, receipts, and/or notices issued by the Builders and despatched under Certificates of Posting to the last known address of the Buyer/s shall be sufficient proof of receipt of the same by the Buyer/s and shall, fully and effectually discharge the Builders.

46. All stamp duty, registration and other charges professional charges fees and expenses for the same including all expenses in respect of (1) the completion of the Conveyance (2) the cost in connection with formation of the Co-operative Society or Private Limited Company together with share money of Rs. 251/- or more; (3) the cost of stamping and registering all the Agreements, deeds, transfer deeds or any other documents, including the cost of stamp duty registration charges for conveyance in favour of the co-operative society or Private Limited Company as the case may be shall be paid by the Buyer/s and it is agreed by the Buyer/s that whatever payments are already made or incurred by the Builders and are to be further expended by them for aforesaid purpose

and legal expenses, shall be reimbursed by the Buyer/s to the Builders on demand.

47. The Ownership of the terrace of the building, its parapet walls and also blank walls on the external periphery of the building shall remain and belong absolutely to the Builders and this Agreement shall be subject to the said rights of the Builders who shall be entitled to the exclusive possession, occupation and use of the said terrace and the parapet walls and the blank external walls of the building for any purpose including the display of any mode of advertisement including neon advertisement or signboards or hoarding by the Builders or its agents and/or nominees under contracts of hire or for royalty or on leave and licence basis and to appropriate to themselves the income and profits there from and the Buyer/s shall not be entitled to any abatement in the price of the Flats/Garages to be acquired by him/her/them or to any compensation or damage on the ground of inconvenience or any other ground whatsoever caused to the Buyer/s. The Builders, their agents and servants shall be entitled to use the staircases of the building for ingress and egress to said terrace and also for purpose of laying wires, electric meter, signboards, etc. and the Society/Company or its members shall not interfere with, or prevent the use of the right of enjoyment to the terrace by the Builders, its agents and servants and/or nominees and to lock the said terrace. The Buyers will ensure that the terms of this clause will be accepted and ratified at the First General Meeting of the Society and is incorporated as and by way of an agreement and/or bye-laws of the Society and will be duly implemented at all times.

48. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act 1963 and the Maharashtra Flat Rules, 1964, or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

49. Brokerage at the rate of 2 per cent shall be payable on the purchase price by every purchaser to the Estate Agents Messrs. R & G ADVANI & CO. who have brought about this transaction.

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

Survey No. 251 and partly under Survey No. 256 of Danda) but now bearing City Survey Nos. C/1352, C/1353 C/1354 and C/1355 together with the dwelling house and all buildings and structures standing and lying thereon and assessed by the Municipality of Bandra formerly under W Ward No. 22 and thereafter under C Ward No. 22 but now by the

Municipal Corporation of Greater Bombay under U Ward No. 2128 Street No. 22 Pali Hill and which said premises are situate at Pali Hill. Danda Taluka South Salsette in the Registration Sub-District and District and District Bombay City and Bombay Suburb and bounded as follows : that is to say, On or towards the East by the Pali Hill Road, On or towards the West by the land formerly of H. A. D'Silva and others and now of Perreira Trust Ltd., bearing N.A. No. 99, On or towards the North by the property formerly of Damodardas Tapidas Varajdas and now of the said Perreira Trust Ltd., bearing N.A. No. 99 and On or towards the South by the property of Mrs. Shirin Noshirwan Petigara and Cawas Noshirwan Petigara and bearing N.A. 96.

Dated this 11th day of January 1975.

THE FIRST SCHEDULE ABOVE REFERRED TO :

The Piece of land situated at Pali Hill, Bandra, Registration Sub-District Bandra, District Greater Bombay bearing N.A. No. 108, S.No. 318, S.No. 326 B and S.No. 326 C, H Ward No. 2111 Street No. 39 Pali Hill Road (New C.T.S Nos. C/1388, C/1389, C/1390 and C/1391) and delineated on the plan surrounded by red colour boundary line in the Agreement dated 28th April, 1978.

THE SECOND SCHEDULE ABOVE REFERRED TO :

VAKIL DADABHOY & BARUCHA

No. ICD/2036/78

Re : Immoveable property situated at Pali Hill, Danda, Registration Sub-District Bandra, bearing N.A. No. 108, S.No. 318, S.No. 326 B and S.No. 326, C H Ward No. 2111, Street No. 39 Pali Hill Road, (New C.T.S. Nos. C/1388, C/1389, C/1390, C/1391) containing by admeasurement 6934 yards.

Mrs. Dina Dady Baxter

and

Mr. Narottam Nensey

**THE THIRD SCHEDULE ABOVE REFERRED TO :
TO WHOM SO EVER IT MAY CONCERN**

This is to certify that we have taken search of the records relating

to the above pro-
marketable and f
D.

to the above property and we find that the title to the above property is marketable and free from encumbrances.

Dated this 28th day of June, 1978.

VAKIL DADABHOY & BARUCHA
Sd/- Partner

THE FOURTH SCHEDULE ABOVE REFERRED TO :

I. GENERAL SPECIFICATIONS & AMENITIES :

- (a) R.C.C. WORKS : All concrete work shall be of 1:2:4 mix unless specified and shall be executed as per the design of the R.C.C. Specialist, appointed for the purpose.
- (b) BRICK WORK : All external walls shall be in 9" thick masonry in lime mortar and neeru-plastered from the inside and cement-plastered from outside. ALL internal work shall be 4½" thick brick masonry in cement/lime/mortar and neeru-plastered on both sides.
- (c) PLASTER : ALL internal plaster shall be in cement/lime mortar and finished with neeru and three coats of colour wash. ALL external plaster shall be sand-faced carried out in two colours and finished in suitable colour scheme with cement paint.
- (d) TILES : ALL flooring shall be neutral coloured mosaic tiles of standard size chips. ALL the rooms shall have half tile skirting of the same tile. ALL Bathrooms shall have white glazed tile flooring and a 4ft. dado of the white glazed tiles. The staircase steps shall be of precast type in similar colour as the tiles in the cement mortar over brick bat coba properly consolidated and sloped.
- (e) WOOD WORK : THE main entrance door (1½" thick) will be teak veneered and polished. The outer doors (1¼" thick) will be flush commercial doors of Okal make and oil painted. The frames and other wood work shall be made of puca Indian teak and oil painted.

II. OTHER AMENITIES :

- (a) Kitchen will have mosaic sink or a cement concrete sink with white glazed tiles and there will be a kitchen platform in each kitchen.

- (b) All bathrooms and terrace will be water-proofed.
- (c) Additional Indian style W.C. and bathroom facilities will be provided for servants and drivers on the ground floor.
- (d) Storage tanks on the ground floor and overhead along with two water pumps will be provided to assure regular supply of water.

III. ELECTRICAL INSTALLATION :

All rooms shall have concealed wiring except servants room and kitchen. The installation of electric points in the flats shall be as follows:

- | | |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Drawing and Dining room | <ul style="list-style-type: none"> 1. Two ceiling fans. 2. Three light points. 3. Two plug points. 4. One telephone point. |
| (b) Bedrooms | <ul style="list-style-type: none"> 1. One ceiling fan. 2. Two light points. 3. One Power point for Air-conditioner. |
| (c) Kitchen | <ul style="list-style-type: none"> 1. Two Power Plugs. 2. One light point. |
| (d) Bathrooms | <ul style="list-style-type: none"> 1. One light point. 2. One power point. 3. One plug point. |

MAIN SWITCHES : These shall be of Iron-clad and of Indian Manufacture for suitable capacity :

Main Switches I.C.D.P. 60 Amps. for Domestic lines.

Main Switches I.C.D.P. 30 Amps. for Lighting.

LIFTS : Six electrical lifts, of Indian make will be provided.

IV. SANITARY :

All bathrooms, except the servants' lavatory, will have one wash basin each. European style W.C. will have low down flushing tank. Fittings will be chromium plated. Each bathroom will have a mirror with shelf and a towel rod. All pipes used in the bathrooms will be previously tested by the Municipal Corporation of Greater Bombay and will be concealed in the bathrooms, subject to permission by the B.M.C. Servants' bathrooms, will have open pipes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

- (1) The expenses of maintaining, repairing, redecorating etc., of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes and electric wires in under or upon the Building and enjoyed or used by the Buyer in common with the occupiers of other flats and the main entrances, passages, landings and staircases of the building as enjoyed by the Buyer or used by him/her in common as aforesaid and the boundary walls of the building, compounds, terraces etc.
- (2) The cost of cleansing and lighting the passages, landings, staircases and other parts of the building as enjoyed or used by Buyer in common as aforesaid,
- (3) The cost of decorating the exterior of the building every year.
- (4) The costs of the salaries of clerks, bill collectors, chowkidars, lift-men, sweepers etc.
- (5) The cost of working and maintenance of lifts and other lights and service charges.
- (6) Municipal and other taxes.
- (7) Insurance of the building.
- (8) Cost of water meter or electric meters and/or any deposit for water or electricity.
- (9) Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

SIGNED, SEALED and DELIVERED
 by the withinnamed Messrs.
 GREAT WESTERN FINANCE
 CORPORATION
 in the presence of

Amarsal

For GREAT WESTERN
 FINANCE CORPORATION

M. D. Man
 PARTNER

SIGNED, SEALED and DELIVERED
 by the withinnamed Buyer/s in the
 presence of

Shree...

M. Maushavama...

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Dated this 21st Day of April 1981

GREAT WESTERN FINANCE
CORPORATION

and

Mr. Anand - B. M. A. S. Karomane

AGREEMENT

Flat No. 52C Bungalow No. —

Address :

Phone No. 12

VAKIL DADABHOY & BHARUCHA

THE LAND BREEZE CO-OPERATIVE HOUSING SOCIETY LTD.

52, PALI HILL, BANDRA, BOMBAY-400 050.

(Reg. No. Bom/HSG/5758 Date 13-2-1979)

AUTHORISED SHARE CAPITAL Rs. 6,60,000/-

DIVIDED INTO 13200 SHARES OF Rs. 50/- EACH

Member's Register No. 38

Share Certificate No 38

This is to Certify that Shri/Smt. NAND MANSHARAMANEY

of Bombay is the registered holder of (Five) Shares of Rupees Fifty (Rs. 50) each numbered 186 to 190 inclusive, in **The Land Breeze Co-Operative Housing Society Ltd. Bombay.** subject to the Bye-Laws of the said Society, and that upon each of such Shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Bombay this 1st day of October 19 81



[Signature]
Chairman

[Signature]
Hon. Secretary

Name

NAND BHAGWANDAS MANSHARAMANEY

Address

52, LAND BREEZE CHS LTD, PALI HILL ROAD,
N/8 PALI HILL WATER TANK, Bandra (W), Mumbai
400050

TOLL FREE NO: 18002095161

WHATSAPP: 7045116237

IN CASE OF FIRE/ACCIDENT: 022 2577 4399

EMAIL: customercare@tatapower.com

WEBSITE: cp.tatapower.com



Dis. Seq.: SZ/W0114206/7/942/0026

PAN No : AA*****0D

The Tata Power Company Ltd., Commercial Department,
Senapati Bapat Marg, Lower Parel, Mumbai 400 013

Regular Bill

ECS Limit Rs. 30000.00
Bill No. : 93377652102
Meter No. : ST004417
Meter Status : OK

Bill Month: DEC 2022

Bill Period : 14.11.2022 to 13.12.2022

Bill Date: 15.12.2022

Metered Units : 803
Billed Units : 858
Supply Zone : Urban SZ01
Dispatch Zone : Urban SZ01
Nxr.Mtr.Rdg.Dt.: 13.01.2023(Tent.)

Discount Date : 22.12.2022
Due Date : 05.01.2023
Supply Date : 21.05.2011

Tariff Category : LT (B)
: LT RESIDENTIAL
MRU : W0114206
Consumer : Welcome
Type Of Supply : 3 PHASE LT

Current Bill Amount
₹ 9,698.00

Net Other Charges
₹ -26.00

Past Dues
₹ 0.00

Total Amount Before Due Date*
₹ 9,672.00*

Amount By Discount Date
₹ 9,590.00

Amount After Due Date
₹ 9,793.00

Security Deposit Available
₹ 21,660.00

Security Deposit Due
₹ 0.00

*Due date is applicable for current bill only.

For Advertisement enquiries please contact "SCOM MEDIA" email: info@scommedia.com

पद्मभूषण जैनाचार्य
श्री रत्नसुंदरसूरि महाराज
लिखित
400वी पुस्तक का
विमोचन समारोह

Your nearest offline payment centres :Customer Relations Centre (MON TO SAT: 9:00 TO 17:00 HRS & LUNCH: 14:00 TO 14:30 HRS; 2ND & 4TH SATURDAY : 9:00 TO 13:00 HRS)
Ground Floor, Indira Bhawan, Plot no. 18, 4th Road, Besides Hotel Regal Enclave, Ram Krishna Nagar, Khar West, Mumbai 400052.

MESSAGE TO CONSUMER

Beware of fraudulent messages being received by you. Tata Power does not send SMS from an unregistered number asking you to share any Password, OTP, Bank Details and the mobile/laptop, screen with our executives while making payments. Please use our authorized payment modes only., YOUR SAFETY IS OUR TOP MOST PRIORITY!

Nilesh Kane
Nilesh Kane
Chief Distribution
(Mumbai Operations)

RTGS/NEFT Details: Bank Name : Kotak Mahindra Bank Limited,
Account No: TPCLEXXXXXXXXXXXX (here xxxxxxxxxxxx denotes 12 digit consumer no),
IFSC Code: KKBK0000958, Account Type: Current Account



THE TATA POWER COMPANY LIMITED

Consumer Name:	NAND BHAGWANDAS MANSHARAMANEY	Consumer No:	9000 0029 6707
Bill No	: 93377652102	Bill Date	: 15.12.2022
Bill Amount	₹ 9,672.00		
Cheque No.		Discount Date	: 22.12.2022
Amt by Disc Dt.	₹ 9,590.00		
Cheque Date		Due Date	: 05.01.2023
Amt After Due Dt.	₹ 9,793.00		



Payment should be made by crossed cheque/DD in favour of "Tata Power CA NO 9000 0029 6707" For multiple payments, write CA no & break-up of amount on back side of cheque. Please dont issue postdated or outstation cheques. Pls attach payment slip(s)

