

Ghatkopar East

AGREEMENT

For

SALE OF ~~FLATS~~/SHOPS/~~CARAGES~~/~~PARKING SPACES~~ *AP*

in

MAHAVIR MAHAL

on

OWNERSHIP BASIS

at

Plot No. 130, Garodia Nagar,
Ghatkopar (East), BOMBAY-400 077

By

Messrs C. D. Shah & Bros.
Meghdoot, Vallabh Baugh Lane, Ghatkopar (East), BOMBAY-400 077



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THIS AGREEMENT made at Bombay this 27th of JUNE in the year one thousand nine hundred and Eighty one Between Messrs C.D.Shah & Brothers a firm constituted under the Indian Partnership Act, 1932 having their office at Meghdoot, Vallabh Baugh Lane, Ghatkopar (East), Bombay 400 077 hereinafter referred to as the "Builder" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners for the time being constituting the said firm of Messrs C.D.Shah & Brothers their Survivors or Survivor and the heirs, executors, administrators and assigns of such last Survivor) of the One Part AND Shri: Laxman A. Surve also of Bombay Indian Inhabitant hereinafter referred to as the "Flat Holder" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, and permitted assigns) of the Other Part

W H E R E A S

- a) Gordhandas Shivchandrai Garodia Trust was absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Plot No.130 of Garodia Nagar Scheme, bearing Survey No. 249 Hissa No.3 (Part) in Registration Sub-District and District of Bombay City and Bombay Suburban admeasuring about to 920 sq.metres and bearing C.T.S. No.195/171 and more particularly described in the Schedule hereunder written, and hereinafter for brevity's sake referred to as "the said Plot";
- b) By a Deed of Lease dated 12th November, 1974 the Confirmation whereof registered with the Sub-Registrar of Bombay and made between the said Gordhandas Shivchandrai Garodia Trust of the One Part and Gordhandas Shivchandrai Garodia, as the Karta and Manager of Hindu Undivided Family of the other part, the said Gordhandas Shivchandrai Garodia Trust demised unto the said Gordhandas Shivchandrai Garodia as such Karta and Manager the said Plot for a period of 98 years from the 12th November, 1974 at the monthly rent of Rs.205/- and on the other terms and conditions therein mentioned;
- c) The plans of a building to be constructed on the said Plot were approved by the Municipal Corporation of Greater Bombay and the certificate to commence construction in pursuance of such plans was granted by the Municipal authorities on the 8th May, 1975 and the construction of a building was started by the said Gordhandas Shivchandrai Garodia on the said Plot on or about the 8th May, 1975;

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- d) The said Gordhandas Shivchandrai Garodia was unable to complete the construction of the said building on the said Plot as per the said plans, or to sell the flats contained in such building or to do the other acts, deeds, matters and things to complete the project of developing the said Plot for several good reasons;
- e) The said Gordhandas Shivchandrai Garodia and the said Gordhandas Shivchandrai Garodia Trust therefore with effect from 15th November, 1978 entered into the Partnership with Chandrakant Damji Shah and Ors on the terms and conditions and covenants contained in the Deed of Partnership dated 15th November, 1978 made between them to complete development of the said Plot in the Partnership firm name and style of the Builder firm;
- f) The said Gordhandas Shivchandrai Garodia and the said Gordhandas Shivchandrai Garodia Trust brought their respective interest in the said Plot in the said partnership firm by way of their respective capital;
- g) The amended Plans of building of ground and upper floors being constructed on the said Plot have been sanctioned by the Municipal Authorities under No. CE/2281/BSIII/AN on or about the 8th May, 1979 and the specifications of such building have been drawn up by the Builder as are annexed hereto;
- h) The Builder have commenced further construction of building on the said Plot in pursuance of the said sanctioned amended building plans and the said specifications;
- i) The Flat Holder declares that not more than one dwelling unit in the said building will be owned by him and that the extent of vacant land held by the Flat Holder shall in no case exceeds the extent required under any building regulation governing the group housing;
- j) The Flat Holder has taken inspection of the said sanctioned building plans as also has been furnished with the copies of the documents set out in Rule 4 of the Maharashtra Ownership Flats (Regulation of the Promoterion of Construction Etc.) Rules 1964 (hereinafter referred to as "the said Rules") including those hereinabove recited which the Flat Holder doth hereby confirm and the said plans have been kept open for inspection at the site of the building;
- k) The title to the said Plot has been duly certified by Messrs L.D.Shah & Co., Advocates, High Court by their certificate of title a copy whereof is hereunder reproduced;

In the above agreement whenever the terms 'Flat Holder' is mentioned it is deemed to mean 'Shop Holder' and whenever the term 'flat' is mentioned it is deemed to mean 'shop'

1) The Builder will sell the tenements in the building to be constructed as aforesaid on the said Plot on ownership basis with a view ultimately that the Purchasers of all such flats and garages (hereinafter for brevity's sake collectively referred to as "the Premises in such building") in such building should form themselves into a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960 or they should incorporate a Limited Company under the Companies Act with themselves being the share holders (hereinafter for brevity's sake referred to as "the said Organisation") and upon each of the Purchasers of the Premises in such building paying in full the amounts payable by him to the Builder for purchase of the Premises in such building and strictly complying with all the terms and conditions to be observed and performed by each of such purchasers with the Builder, the Builder shall subject to the permission under the Urban Land (Ceiling & Regulation) Act, 1976 convey or cause the said Plot and the Building to be constructed thereon conveyed to the said Organisation;

m) The Flat Holder has agreed to purchase from the Builder a Premises hereinafter mentioned and contained in the said building for the price and subject to the terms and conditions hereinafter contained;

n) The Flat Holder in the agreement shall unless repugnant to the context or meaning thereof also include the plural of "Flat Holder" and the feminine gender of the "Flat Holder";

NOW THIS AGREEMENT WITNESSETH and IT IS HEREBY AGREED by and between the parties as follows -

Agreement and mode of payment

1. The Flat Holder hereby agrees to purchase from the Builder a Premises being ~~Flat/Garage/Shop/Car parking/~~ No. 4 (Four) on Ground floor consisting of rooms and a kitchen shown on the sketch thereof annexed hereto and (hereinafter for the brevity's sake referred to as "the said Premises") at or for the lumpsum price of Rs. 45000/- (Rupees fourty five thousand only) on the terms and conditions hereinafter set out and on the detailed terms and conditions annexed hereto. The said purchase price of the said Premises shall be paid by the Flat Holder to the Builder in the following manner :

1. Rs. 45000/- :- as the earnest money on execution hereof;
2. Rs. /- on or before
3. Rs. /- on or before
4. Rs. /- on or before

Handwritten notes and signatures on the left margin, including the word 'Agreement and mode of payment' and several illegible signatures.

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|----|-----|----|--|
| 5. | Rs. | /- | on or before |
| 6. | Rs. | /- | on or before |
| 7. | Rs. | /- | on or before |
| 8. | Rs. | /- | being the balance within a week of the possession of the said Premises being offered to the Flat Holder or before taking possession wherever is earlier; |

Rs. 45,000/- /- Total
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2. The name of the Building on the said Plot shall be "Mahavir Mahal" and subject to the approval of the Assistant Registrar Co-operative Societies, Bombay the name of Co-operative Society that may be formed by the Flat Holder with the purchasers of the other premises shall be preceded by the word "MAHAVIR MAHAL".

Name of Society.

3. The Flat Holder along with the Purchasers of the remaining flats in the said Building or the said Organisation to be formed by them will bear and pay along with the owners of the other Plots comprised in the lay out and sub-division of which the said Plot forms a part, the proportionate expenses of repairing and maintaining the internal roads water pipes, drains, sewers, recreation soace, and/or garden and the lights to be put upon such internal roads and shall also pay in similar proportion all taxes payable to Municipality, State Government or any public or local body or authority for the land utilised for the such roads, recreation ground and electric sub-station until the same shall be taken over as public streets or roads.

Organisation to bear common out-goings incurred for plots comprised in the scheme.

4. The detailed terms and conditions on which this Agreement has been arrived at between the parties hereto have been annexed hereto and that the said terms and conditions shall form an integral part of this Agreement.

Detail Terms and Conditions.

5. The Purchasers shall pay to Messrs Punjalal G. Dave brokerage calculated at 2% on the price of the said Premises on execution hereof.

Brokerage

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

THE SCHEDULE HEREINABOVE REFERRED TO :

ALL THAT freehold piece or parcel of land situate lying and being at Ghatkopar (East), Bombay being Plot No.130 Garodia Nagar Scheme, bearing Survey No.249 H. No.3 (Part) in the Registration Sub-District and District of Bombay City and Bombay Suburban admeasuring

SPECIFICATIONS

Building :

Building will be of R. C. C. framed structure consisting of beams, columns and slabs etc. outside walls will be of cement concrete 4" thick blocks. Internal shall be of 4" brick masonry work.

Doors & Windows :

All the outside doors and windows will be with ventilators, except main door. Inside doors will be of without ventilators, Frames of 4" x 2-1/2" section. Main entrance door to each flat shall be flush door with sunmica from outside and commercial ply from inside and without ventilator. One night latch, peep hole, aldrop from outside, postman slit, safety chain, number plate, electric bell, one tadi and tower bolt from inside. One marble sill or cudapa sill to the main entrance. All the door shutters will be of panel type or flush door. All doors and windows shall be painted with oil paint, inside doors will have one tadi and tower bolt of alluminium except W.C. & Bath. W.C. & Bath doors will have towerbolt from both the sides. Handles will be on both sides. All the fittings shall be of alluminium except hinges and screws and pavanankids which will be of steel. Bath & W.C. doors to have a glass panelled top. All the windows will have one towerbolt and one handle per window. All the windows shall have Indian ground glass, M. S. grill in window except those of bath and W.C. which will have round M. S. bars. All wood and grill work will be oil painted.

Bath & W. C. :

Flooring of bath will be tandur polished. Bath will have 3'-6" white glazed tiles dado. Bath will have one geyser of 2 K. W. one cromium plated shower and Alluminium tower rod of 2'-0". Each W.C. will have one Indian type W. C. with high level flushing tank. Flooring of W.C. shall be white glazed tiles and dado of 1'-6" white glazed tiles.

Lofts :

R. C. C. lofts will be provided for bath and same will be covered with jali shutters.

Kitchen :

The flooring of each kitchen will be of mosaic tiles, white glazed tiles dado on three sides wall upto 1'-0" with 0'-3" border. There will be one R. C. C. platform with black cudapa over it in one or two piece, over the platform 1'-6" glazed tiles dado with 0'-3" wide cudapa shelf below platform. There will be sunmica platform covering below platform.

Plumbing :

One indirect tap in each kitchen, W.C. bath and wash basin. There will be one underground tank with pumpset for storage purpose. There will be one overhead tank in the building. All taps will be cromium plated. There will be one wash basin of 20" x 16" in each flat.

Electric :

Electric wiring will be conduit upto main and open in the flats. Copper wire will be used for entire electric work. Each flat shall have points as below.

Hall :

2 light points, 1 Fan point, 1 Power Plug, 1 light plug.

Bed :

2 light points, one fan point, 1 light plug.

Kitchen :

1 light point, one power plug, one fan point.

Bath & W. C. :

Separate light points.

Passage & Balconies :

One point each in passage and balcony Each flat will have separate meters. In case domestic power is delayed or is refused by the authorities, builders shall not be responsible for the same.

General :

1. Flooring shall be of marble mosaic tiles.
2. The building shall be oil painted with 3 coats of lime colour wash from inside and two coats of snowcem or its equivalent from outside.
3. W.I. compound gate.
4. Terrace flooring shall be of mosaic tiles pieces.
5. One 48" fan in each flat.
6. Compound wall of 9" B. M. all around building. Wherever compound wall is existing builders need not construct new compound wall.
7. Electric sunmica board.
8. One otis lift.

1. THE FLAT HOLDER hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable, time in this respect being essence of the contract. It is expressly agreed between the parties that the Builder are not bound to give a notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non payment of any amount on their respective due dates.

Payments of amounts due.

2. The Flat Holder has prior to the execution of this Agreement inspected and satisfied himself about the title of the said Plot and shall not be entitled further to investigate title to the said Plot and no requisition or objection shall be raised on any matter relating thereto, and that the Flat Holder hereby accepts the title to the said Plot.

Title.

3. It is hereby expressly agreed and declared that the Builder will have absolute right and authority to make such change in the said building plans and to construct the Building on the said Plot as per such changed plans as the Builder may from time to time deem it proper in the course of construction of the said Building provided such change in plans and construction in pursuance thereof does not affect the shape, size and location of the Premises and the Flat Holder hereby irrevocably gives his consent to the Builder for making such change, in plans and constructing Building in accordance with changed plans.

Builder right to alter plans and constructions.

4. The Builder will sell all the premises in said building on ownership basis with a view ultimately that the purchasers of all the premises in such building should form themselves into the said Organisation and upon the purchasers of all the premises in such building paying in full their respective dues payable by them and complying with all the terms and conditions of their respective agreements with the Builder, the Builder, shall subject to such permission of such authority as and if it may be necessary under any law for the time being in force including the Urban Land (Ceiling & Regulation) Act, 1976 convey the said Plot with Building which is being constructed thereon in favour of the said Organisation or cause the same to be done.

Conveyance to the Organisation.

5. Under no circumstance the possession of the said Premises shall be handed over by the Builder to Flat Holder unless and until all the payment required to be made under this Agreement by the Flat Holder have been so made to the Builder.

Possession on full payment.

6. The possession of the said Premises shall be handed over by the Flat Holder PROVIDED ALL the amounts including price of the said Premises

Possession.

Bar against alienation.

15. The Flat Holder shall not let, sub-let, sell, transfer, or assign his interest or benefit under this Agreement till all the dues payable by him to the Builder under this Agreement are fully paid up and until he obtains previous consent in writing of the Builder in that behalf.

Organisation.

16. The Flat Holder along with the Purchasers of other premises in such building shall form themselves into the said Organisation. Upon the Flat Holder along with the Purchasers of the Other Premises forming themselves into the said Organisation the Builder shall subject to such permission of such authority as and if may be required under any Law for the time being in-force including the permission under the Urban Land (Ceiling and Regulation) Act, 1976, convey or get conveyed the said Plot with the Building which is being constructed thereon to such Organisation. Upon the said Organisation being registered or incorporated the rights of the Flat Holder as the Owners of the said Premises will be regulated by the Provisions of the Bye-Laws of such Organisation.

Shares of Organisation.

17. The Flat Holder shall take if necessary, requisite shares of the said Organisation and this Agreement shall be treated as an irrevocable application and consent to become a member of the said Organisation by the Flat Holder and for allotment of shares thereof to the Flat Holder.

F.H. to sign application & other papers of Organisation

18. The Flat Holder shall from time to time sign all applications papers and documents and do all acts, deeds, and things as the Builders and/or the said Organisation may require for becoming a member of the said Organisation.

Bye-laws.

19. The Flat Holder shall observe and perform all the bye-laws and the Rules and Regulations which the said Organisation may adopt.

Co-operation of F.H. of Organisation.

20. The Builder will co-operate with the Flat Holder and the Purchasers of the other premises in such Building in formation and registration of the said Organisation for the purposes of management of the said Plot and the building thereon.

Repairs to common parts of Building.

21. The Flat Holder shall keep the said Premises and its external and partition walls, sewerages, drains, pipes and appurtenances of the said Building in tenantable repairs so as to support shelter and protect the parts and members of the said Building other than the said Premises.

Builder's right of inspection of Flat.

22. The Flat Holder shall permit the Builder and their agents with or without workmen at all reasonable time and from time to time to enter into and upon the said Premises or any part thereof to view and examine the condition of the said Premises for the purpose of repairing any part of the said building as also for the purpose of maintaining re-building, cleaning, lighting and keeping in order and condition all services including drain pipes, cables, water pipes, gutters, wires, structures of other convenience belonging to or serving or used for the said building as also for the purpose of laying down, maintaining and repairing and testing drainages and all other pipes and electric wires and for similar other purpose.

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and the deposits and the payments to be made under clauses 10 and 11 hereof are made in full. The Flat Holder shall take possession of the said Premises within seven days of the Builder giving a notice to the Flat Holder intimating him that the said premises is ready for use and occupation.

Date of possession.

6. Subject to the Flat Holder making full payment of all the amounts due by him under this Agreement the possession of the said Premises shall be delivered by the Builder to the Flat Holder on or before
The Builder shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid. If the completion of the Building is delayed by reason of non-availability of steel or cement or any other building material or by reason of war, civil commotion, or any act of God, or if non delivery of possession is as a result of any notice, order, rule or notification of the Government or the Municipal Authorities or any other public authority body or court of law or tribunal or on account of the Municipal Authorities not granting water connection or on account of the circumstances beyond the Builder's control, or for any other unavoidable, unforeseen or inevitable circumstance.

Consequences on failure to give possession in time.

8. If for any reason the Builder are unable or they fail to give possession of the said Premises to the Flat Holder by the date specified in Clause 7 above or upto its extension or by a period during which any one or more of the reason set out in Clause 7 prevail or to any further date or dates agreed to by and between the parties hereto, then and in that case, the Flat Holder shall be entitled to terminate this Agreement in which event the Builder, shall, within two weeks from such termination refund to Flat Holder the amounts that may have been received by the Builder from the Flat Holder in terms hereof in respect of the said Premises together with simple interest on such amounts at the rate of 9% per annum from the date of receipt of each of such amounts till payment. Over and above the payment of interest as aforesaid the Builder shall also pay to the Flat Holder a sum of Rs. 500/- as liquidated damages.

No claim after possession.

9. Upon the Flat Holder taking possession of the said Premises he shall have no claim against the Builder as regards the quality of the Building material used for construction of the said Premises or otherwise whatsoever.

Payments by Flat Holder after possession.

10. Commencing a week after notice is given by the Builder to the Flat Holder that the said Premises is ready for use and occupation the Flat Holder shall pay on or before the 5th day of every month to the Builder until the said Plot and the Building thereon is transferred to the Organisation an amount at the rate of **Rs. 20/-** per sq. ft. of the area of the said Premises towards the proportionate share that may be ascertained by the Builder of (a) the insurance premium for insuring the said Building against fire, riot and civil commotion, etc., (b) the Municipal rates, charges taxes and all other outgoing that may from time to time be levied or incurred in respect of the said Plot and building thereon and (c) the charges for the maintenance and management of the said building including wages and salaries of chowkidars, sweepers, etc. That Flat Holder shall keep deposited with the

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Builder a sum of Rs. *500/-* or a sum equivalent to 6 months proportionate expenses and outgoings in respect of the said Premises as may be estimated by the Builder before taking possession of the said Premises. The said deposit shall not carry any interest and will remain with the Builder until the said Plot and building thereon is transferred to the said Organisation. The Flat Holder shall also keep deposited with the Builder a sum of Rs. 251/- (Rupees two hundred fifty one only) as share money and entrance fee to the said Organisation. The said deposit and the deposit contemplated by clause 11 hereunder or the balance thereof shall be paid over by the Builder to the said Organisation only and the Flat Holder shall not be entitled to demand repayment or the account thereof.

500/-
500/-
-on execution of the conveyance

11. The Flat Holder hereby agrees that any amount by way of premium or security deposits to the Municipal Corporation of Greater Bombay or to the State Government or Betterment charges or Development tax or Security Deposit for the purpose of giving water connection or any other tax or payment of a similar nature including I.O.D. Deposit and Electric Deposit and Occupation Deposit or any other Deposit already paid or that may hereafter be paid by the Builder shall be reimbursed by the Flat Holder to the Builder in proportion to the area of the said Premises and in determining such amount the decision of the Builder shall be conclusive and binding upon the Flat Holder. The Builder shall not be responsible for the forfeiture of the I.O.D. deposit or any other penalty or fine imposed by the Municipal Corporation of Greater Bombay on account of unauthorised alteration or addition that may be made by the Flat Holder or by the purchaser of any other premises contained in the Building on the said Plot. To enable the Builder to reimburse the deposits paid by them as referred to in this paragraph, the Flat Holder shall deposit with the Builder a sum of Rs. *500/-* (Rupees *five hundred only*) before taking possession of the said flat.

Deposits.

12. After the possession of the said Premises is handed over to the Flat Holder he shall maintain the said Premises at his own costs in good and tenable repair and condition and shall not do or suffer to be done any thing in or to the said building, the said Premises staircases and common passages which may be against the rules or bye-laws of the Municipal Corporation of Great Bombay or other authorities nor shall the Flat Holder change alter or make additions in or to the said Premises or to the said Building or any part thereof.

Deposits.
Maintenance of
Flat after
possession.

13. Without prejudice to the rights and remedies available to the Builder under the provisions elsewhere contained in the foregoing agreement in that connection, the Flat Holder shall be liable to pay and the Builder shall be entitled to recover from the Flat Holder interest at the rate of 18% per annum on all the amounts remaining unpaid to the Builder Clause 1 hereof or otherwise from the due date thereof till payment.

Interest on
arrears.

14. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises or of the said Plot or the Building thereon or any part thereof to the Flat Holder by the Builder.

No grant.

23. After possession of the said Premises is handed over to the Flat Holder, if any addition or alteration or repairs about or relating to the said Building is required to be carried out by the Government, Municipality or any other authority or public body, the same shall be carried out by the Flat Holder in co-operation with purchasers of the premises at their cost and the Builder shall not be in any manner liable or responsible for the same.

Additions, etc., as per B.M.C.'s requirements.

24. The Flat Holder shall not decorate the exterior side of the said Premises otherwise than in a manner agreed to with Builder.

No variation in elevation.

25. The Flat Holder shall not be entitled to claim partition of his share in the said Plot and/or the Building thereon and the same shall always remain undivided and impartible.

Bar against partition.

26. The Flat Holder shall not throw dirt, rubbish, rags, or other refuse in the compound or any portion of building.

Bar against nuisance.

27. The Flat Holder shall not use the said Premises or permit the same to be used for any purpose whatever other than as a private dwelling house or residence or for any purpose which may or likely to cause nuisance or annoyance to the occupiers of the neighbouring premises nor for any illegal or immoral purposes.

Bar against nuisance.

28. The Flat Holder shall not store in the said Premises any goods or hazardous or combustible nature or which are too heavy to damage the construction or the structure of the Building.

Bar against storage of hazardous goods.

29. The Flat Holder shall not cause or create noise or nuisance to other Flat Holders by allowing pounding of condiments and grinding on the masala stone or by any other similar act.

Bar against nuisance.

30. If the Flat Holder commits default in payment to the Builder of any of the instalments aforesaid or other payments to be made hereunder on their respective due dates (time in that behalf being the essence of contract) the Builder shall be at liberty to terminate this agreement in which case the said deposit or earnest money paid by the Flat Holder to the Builder shall stand forfeited. The Builder shall however, on such termination refund to the Flat Holder the instalments or part payment if any which may have till then be paid by the Flat Holders to the Builders but without any further amount by way of interest or otherwise after deducting therefrom any dues in respect of additional work done in the said Premises, interest due hereunder and the amount of loss suffered by the Builders on resale of the Premises and any other amounts which may be found due and payable by the Flat Holder and on the Builder terminating this agreement under this clause, the Builder shall be at liberty to sell the said Premises to any other party as the Builders may deem fit at such price as the Builder may determine at the risk of the Flat Holder and the Flat Holder shall not be entitled to question such sale or to claim any amount whatsoever from the Builder.

Termination on defaults.

31. In case the Flat Holder gives the said Premises on leave and licence basis or any other basis and if on that account the Municipal Authorities or any other Authority charge the municipal or other taxes at an

Liability of F.H. to pay additional outgoings.

increased rate, the Flat Holder hereby agrees to pay such excess Municipal Taxes in respect of the said Premises. In case the Flat Holder fails to pay such excess Municipal Taxes the Flat Holder shall alone be liable for all the consequences whether directly, indirectly or remotely resulting from such non-payment.

32. Save and except on the said Premises hereby agreed to be acquired, the Flat Holder shall not claim right to any other premises of the said Building, i.e. to any of the open spaces, parking places, garages, terraces, unutilised F.S.I. or the F.S.I. that may be granted by the Municipal Authorities within five years from the date of conveyance of the said Plot and the Building hereby contemplated as aforesaid, and the same will remain the property of the Builder until the same is transferred to the said Organisation and that upon the said Plot and the Building thereon being transferred to the said Organisation as aforesaid the documents to transfer the same shall contain necessary covenant reserving to the Builder aforesaid rights or such of them as the Builder may desire.

33. The Builder shall in respect of any amount unpaid by the Flat Holder under the terms and conditions of this Agreement have a first lien on the said Premises agreed to be acquired by the Flat Holder.

34. The Flat Holder shall not do or cause to be done any act or thing which may render void or voidable the insurance policy of the said Building or whereby the rate of premium payable in respect thereof is increased.

35. Any delay or indulgence of the Builders in enforcing the terms of this agreement or any forbearance or giving time to the Flat Holder shall not be construed as a waiver on the part of the Builder of any breach.

36. This Agreement shall always be subject to the provisions contained in the said Act and the said Rules or any statutory modification or re-enactment thereof or any other provisions of Law applicable thereto.

37. If the floor space index available on the said Plot is not fully consumed by construction of the said Building on the said Plot in pursuance of the said Plans or if any additional floor space index is available by modification or relaxation of Municipal Rules in that behalf, the Builder will be entitled to consume such unused floor space index or the additional floor space index by construction of additional premise on the said building at any time within 5 years from the date the said Plot and Building being transferred to the said Organisation and sell the Premises in such additional construction on ownership basis by the Agreement in the form similar or as near as possible to this Agreements and that the Purchasers of such additional premises shall be entitled to be members of the Organisation that will be formed by the Purchaser along with the Other Purchasers of the remaining Premises of such Building. The Conveyance of the said Plot and the Building thereon in favour of the said Organisation or the said declaration shall contain a suitable covenant reserving the rights of the Builder as contemplated by the foregoing clause.

Saving of
other parts
of Building.

Builders
Lien.

Insurance
Policy.

Indulgence.

M.O.F. Act.

F.S.I.

38. In the event of any portion of the Plot being notified for set back prior to the transfer of the Builder's interest in the said Plot in favour of the said Organisation, the Builder alone shall be entitled to receive the amount of compensation for such set back land.

Acquisition of any part of Plot users of other premises in Building.

39. The Builder shall be entitled to sell the Premises in the said Building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other residential or non-residential purpose and the Flat Holder shall not object to the use of the other premises in such Building for the aforesaid purposes by the Purchasers thereof.

40. All notices to be served on the Flat Holder by the Builder under this Agreement otherwise shall be deemed to have been duly served if sent to the Flat Holder by prepaid postage under certificate of posting at his address at 119-120 Carubin Neegher, Ghulikapan, Bombay-77.

A & D of F.H. for notices etc.

41. The Original hereof shall remain with the Flat Holder who will lodge the same for registration with the sub-registrar at Bombay and the Builder will attend the sub-registry and admit execution thereof after the Flat Holder sends written intimation of the number and date on which the same is lodged for registration.

F.H. to lodge for Registration.

42. Messrs. L. D. Shah & Co., Advocates of the Builder shall prepare and/or approve as the case may be the conveyance of the said Plot with the Building thereon or any other document in favour of the Organisation as also the bye-laws in connection with the formation registration and/or incorporation of the said Organisation.

Conveyance & Other documents.

43. The Flat Holder shall on execution hereof pay Rs. 250/- being the professional fees in connection with preparation and execution of the conveyance of the said Plot with Building thereon and any other document (whether incurred heretofore or to be incurred hereafter) to complete the title of the said Organisation to the said Plot and the Building thereon as also in connection with the formation registration and incorporation of the said Organisation, as also for preparation of this Agreement.

Professional fees.

44. The Stamp Duty, Registration charges and all other costs of and incidental to the conveyance and other documents to be executed in pursuance thereof shall be borne and paid prior to the possession by the Flat Holder as ascertained and fixed by the Builder. The same shall be paid by the Flat Holder before taking possession of the premises.

Out of pocket.

Rs. 4500/-

I further furnish my particulars in Form 'E' under Schedule attached to the Bye-Laws as under:-

Sr. No.	Name of the Member	Particulars regarding residential building/building sites owned by him (in whole or part) or by any other member of the family" staying with & him	Place where situated.	Reasons why it is necessary to have a house/ Plot from the Society.
1.	2.	3.	4.	5.

Attested by:

Yours faithfully,

The Chief Promoter/Chairman

Place: _____

Date: _____

PARTICULARS OF ACT HOLDER FOR THE PURPOSE OF REGISTRATION OF THE SOCIETY.

Name (full):

Address:-

Residence:-



Business

Occupation:

Monthly Income:

Floor No:

Age:

Flat No.



M S C D SHAH BROS

F4 01 NO 130 SHOP NO 4 GARODIA NAGAR GHATKOPAR pushpaga
r hotel MUMBAI 400077
Mobile 98*****92
Email in*****ve@gmail.com
PAN: GST:

BILL DATE
09-03-2024

TARIFF
LT II (A)

BILL DISTRIBUTION NO
Chembur/Tilak
Nagar/18/307/21/021/021

METER STATUS
Active

CONNECTION DATE
Prior to Aug 2011

BILLING STATUS
Regular

CYCLE NUMBER
18

SANCTIONED LOAD (KW)
8.00

PRESENT READING DATE
07-03-2024

TYPE OF SUPPLY
THREE PHASE

BILL NUMBER
101295980911

PREVIOUS READING DATE
07-02-2024



CA NO: 102180194

₹1050.00

Due Date - 30-03-2024

The due date refers to only current bill amount. Previous balance is payable immediately.

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

UPI | BBPS | NACH

Bill Month

February 2024

Bill Period 08-02-2024 - 07-03-2024

Units Consumed

62

Previous Units 55

Current Month Bill

₹1179.22

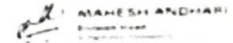
Previous Outstanding

₹2.35

- Round sum payable by discount date 16-03-2024 Amt ₹1040.00 Discount ₹9.57
- Round sum payable after due date 30-03-2024 Amt ₹1070.00 DPC ₹14.74

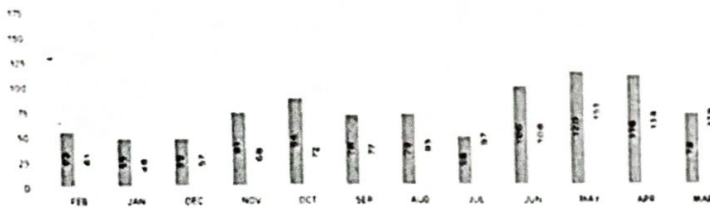
Nearest Collection Centre (Cash/Cheque)

Adani Electricity, Tilak Nagar, Street No. 3, Near Sahakar Cinema, Chembur, Mumbai 400089

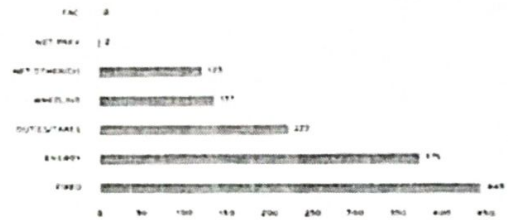


CONSUMPTION TREND

Current year Previous year



MAJOR BILL COMPONENTS (Rounded off) (₹)



METER DETAILS

Meter Number	Present Reading	Previous Reading	Multiplying Factor	Consumption Units(kWh)
7730595	92819.00	92757.00	1	62

Total Consumption **62**

HELP CENTER

19122 Toll Free No. (24x7) www.adanielectricity.com

helpdesk.mumbalelectricity@adani.com

Adani Electricity, Tilak Nagar, Street No. 3, Near Sahakar Cinema, Chembur, Mumbai 400089

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

- New Tariff rates will be effective from 01-04-2024 as per MERC order dated 31-03-2023 in Case No. 231 of 2022. Revised tariff will be applied accordingly.
- Please note that all important communication related to your account are being sent on 98*****92 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 MAR 24 bill is 06/04/2024





बृहन्मुंबई महानगरपालिका
करनिर्धारण व संकलन खाते
मान्यता करदेयक

NX0101770140000
NX0101770140002

बृहन्मुंबई महानगरपालिका अधिनियम, 1888 मधील कलम 200 अन्वये वजावण्यात आलेले मान्यता कराचे देयक.

Inward No:

लेखा क्रमांक NX0101770060004	मान्यता वर्षावर्ष / देयक कालावधी 2023-2024 01/04/2023 ते 31/03/2024	देयक क्रमांक 202310BIL21341583 202320BIL21341584	देयक दिनांक 26/02/2024
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पत्रकाराचे नाव व पत्ता Indra Surve SHOP NO J. MAHAVIR MAHAL CO. OP HSG. PL NO 130, ..., GARODIA NAGAR, GHATKOPAR (EAST), MUMBAI-400077	पत्ता - Asslt. Assessor & Collector, N Ward, Municipal Office Building (Annex), Jawahar Road, Ghatkopar (East), Mumbai - 400 077. ईमेल पत्ता-aacn.ac@mcgm.gov.in दूरध्वनी क्र.022 2501 1781
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मान्यता क्रमांक, मी.टी.एस. क्रमांक / प्लॉट क्रमांक, गावाचे नाव, मार्ग क्रमांक, मार्गाचे नाव, मान्यतेचे वर्ग, इमारतीचे नाव, करदात्याची नावे.
N 36 130 PL NO 130 GARODIA NAGAR HOUSE MAHAVIR MAHA L SHRI GORDHANDAS SHIVCHANDRARAI & SMT PARMESHWARIDEVI G. ORDHANDAS TRUSTEES OF GORDHAND AS SHIVCHANDRAI GARODIA, TRUST

प्रथम करनिर्धारण दिनांक: 01/04/1970	जलजोडणी क्रमांक: -	एकूण भाडवणी मूल्य: ₹ 1797735/-
एकूण भाडवणी मूल्य (अक्षरी) ₹ Seventeen Lakh Ninety Seven Thousand Seven Hundred Thirty Five Only		

दि. 31/03/2010 या तारखेपर्यंतची भरव्याची: ₹ 0 दि. 01/04/2010 ते 31/03/2023 या तारखेपर्यंतची भरव्याची: ₹ 0

कराचे नाव	01/04/2023 ते 30/09/2023 (202310)	01/10/2023 ते 31/03/2024 (202320)
	Bill Amount (₹)	Bill Amount (₹)
सर्वसाधारण कर	1014	1014
दाल कर	0	0
जल लागू कर	638	638
सालि मासिक कर	0	0
सालि मासिक लागू कर	392	392
म.स.चा विशेष उपकर	376	376
राज्य विशेष उपकर	301	301
निरक्षर इमी उपकर	75	75
वृक्ष उपकर	19	19
पाव कर	488	488
एकूण उपकर रकम	3303	3303
कलम 152 अन्वये दहावी रकम	0	0
आगाऊ अधिदानाव समायाजन	0	0
अभ्यागतीची किंमत / रकम	3303	3303
अधिदानाची किंमत / रकम	0	0
अक्षरी रकम (Payable Amount)	₹ Three Thousand Three Hundred Three Only	₹ Three Thousand Three Hundred Three Only
अंतिम देय दिनांक	25/05/2024	25/05/2024

To make payment through NEFT: (Payment done through NEFT will be collected against oldest bills first)
IFSC - SBIN0000300, Beneficiary A/C No:- MCGMPTNX0101770060004, Name-BMC Property Tax.
Cheque/DD/PD payment should be drawn in the name of BMC / बृहन्मुंबई महानगरपालिका

Scan to open BMC Website :



यात न्यायालयीन निर्णयानुसार भाडवणी मूल्य निश्चिती नियम २०१० व २०१५ मधील नियम क्र. २०, २१ व २२ च्या अन्वये टरविषयात आले आहेत. यदर देयक हे सरक्षणात्मक आधारावर जारी करण्यात आलेले असून मूल्यांकनाविषयी सुधारित धोरण जारी झाल्यानंतर त्यानुसार पुढीलची प्रभावात मान्यतेचे मूल्यांकन / फेरमूल्यांकन व त्यानुसार कायमची करण्याचा महानगरपालिकेच्या अधिकार राहून टरविषयात येत आहे. या संदर्भातील अधिक माहिती महानगरपालिकेच्या संकेतस्थळावर उपलब्ध आहे.

गणेश पाटील
करनिर्धारक व संकलक

MAHAVIR MAHAL CO-OP.HSG.SOCIETY LTD.

(REGD.NO.BOM/WN/HSG/TC 925,83-84)
Plot No. 130, Garodia Nagar, Ghatkopar(East)
Mumbai- 400 077.

BILL

Name [S/04] Mr.Laxman A.Surve

Bill No. 206

Date 15/01/2024

Particulars BILL FOR MONTH OF JANUARY TO MARCH'2024.

Due Date 29/02/2024

Sr. No.	Nature of Charges	Amount
1.	Maintenance Charges	10758.00
2.	Sinking Fund	45.00
3.	Other Chrgs.(Comm.Chgs)	90.00
4.	Non-Occupancy Charges	1074.00
5.	Addl. Water Charges	630.00
6.	Interest	11886.00
BREAKUP OF ARREARS		Total 24483.00
Principal Arrears	226389.00	Arrears 342294.00
Interest Arrears	115905.00	Amount Due 366777.00

Rupees Three lac sixty-six thousand seven hundred seventy-seven only

Notes

- 1.Please make the payment on or before 29th Feb'24 Otherwise Interest @21% p.a. will be charged from bill date
- 2.Cheque in favour of "MAHAVIR MAHAL CO-OP.HSG.SOC.LTD." & write flat no.on reverse side of the chq.
- 3.Members can pay by NEFT the A/C No is 398002010901123 & IFSC-UBIN0539805 BR-GHATKOPAR (E)

E & O E

For MAHAVIR MAHAL CO-OP.HSG.SOCIETY LTD.

PREPARED BY RITIKA CHS SOLUTIONS.TEL NO.2515 8121/2516 8231.

THIS IS COMPT.ST.DOES NOT REQUIRE SIGN