VARDHAMAN MARKET PREMISES CO-OP. SOCIETY LTD.

Plot No-75, Sector-17, Vashi Navi Mumbai, (Red.No-TNL/GNL/(C)316/1988-89)

E-Mail: vardhamanmarketpremises@gmail.com Registration NoRed.No-TNL/GNL/(C)316/1988-89

Tax Invoice

GST No: 27AAAAV5523C1ZR NAME

: 428-PROGRESSIVE CIVIL CONST CO.(P) LTD INVOICE NO: 596

: 20-Jan-23 Flat No

PERIOD: 1-Jan-23 to 31-Mar-23 : 428 WING

GSTIN : Unregistered EMAIL ID PAYMENT DUE DATE: 20-Feb-23

Carpet / Builtup / Super Builtup Area: 760 Sq.ft

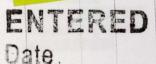
Parking Details:

Bill For the Month Of January 2023 To March 2023

Particulars Particulars		2020		Amount
The state of the s	HSN/ SAC	Area (Sq.Ft.)	Rate	
Maintenance charges(Water, Elect) Repair & Maint.Charges Sinkinng Fund EDUCATION FUND C GST S GST Round Off	995419 995419 995419 995419	760 760		6,840.00 456.00 228.00 120.00 687.96 687.96 1.08
Current Bill Charges				!₹ 9,021.00
Add: Old Outstanding Amount				0.00

Less:Advance







9,021.00

Total

INR Nine Thousand Twenty One

Terms & Conditions:-

1 Payment strictly by Crossed Cheques or by NEET Or RTGS Only.

1. Payment strictly by Crossed Cheques or by NEET Or RTGS Only.

2. Please note that payment of the bill shall be made within 30 days, otherwise Interest @21% p.a. (Bye-Law No. 74 Of the

Society) shall be payable from the date, the payment is due till its final payment.

Company's Bank Details:-

: The Cosmos Co-Operative Bank Ltd (India) Bank Name

Branch : Vashi, Navi Mumbai IFS Code: COSB0000029

: 0291001018869

A/c No.

Being Charges for the period of 1-1-2023 to 31-3-2023 For VARDHAMAN MARKET PREMISES CO-OP. SOCIETY LTD.

Hon. Secretary / Hon. Treasurer / Hon. Chairman

: 000481732506

मोबाईल/ईमेल :81xxxxx30

M/S PROGREEIVE CONSTRUCTION CO

OFFICE NO 428 VARDHAMANMARKET PLOT NO 75 SECTOR17 WASHI 400703

एम/एस प्रोग्रीइवे कंस्ट्रक्शन को

ऑफ़िस नं 428 वर्धमान मार्केट प्ल्ंॉट नं 75 सेक्टर17 वाशी 400703

: 4127/WASHI O&M S/DN./WASHI DIVISION

दर संकेत " पोल क्रमांक

: 52/LT II Comm 3 Ph <20KW

पी. सी./चक्र+मार्ग-क्रम/दि.टी.सी. मिटर क्रमांक

: 09001036879

रिंडीग ग्रुप

चालु रिडिंग

126992

मागील रिडिंग 126542

गुणक अवयव 1.00

:4/27/1775/4280/4127160

युनिट 450

समा. युनिट 0

पुरवटा दिनांक

सुरक्षा ठेव जमा (रु)

चाल रिडिंग दिनांक

मागील रिडिंग दिनांक

मंज्र भार

एकूण वापर 450

:08-04-1987

: 1.90 KW

: 16780.00

: 14-03-2023

: 14-02-2023

Meter Status: Normal Bill Period: 0.93/

हेंग दिस्कार्ड्ट विकास गोटारी करणासावे महत्वाचे

4-2022

417 450

For making Energy Bill payment through RTGS/NEFT mode, use following details o Beneficiary Name: MSEDCL o Beneficiary account no.: MSEDCL01000481732506 o IFS Code: SBIN0008965. Name of Bank: STATE BANK OF INDIA, Name of Branch: IFB BKC

p Bill Amount <As per bill> Please use above bank details only for payment against consumer number mentioned in beneficiary त्मची पंसती ऑम्हाला सागा

आपलं मत सांगा ज्याने तुमच्या गरजा आम्ही जास्त चांगल्या प्रकारे समजू शकू. 9326508274 वर 'OPINION' म्हाट्सअप्प करा किंवा अँप डाजनलोड करा

सामाजिक विषय तसेच वर्तमानातल्या मुद्यांवर तुमचा दृष्टीकोण काय आहे? App and ad we will a

MYINDIA

SINCE 1999

India's No. 1 Consumer Data Intelligence Company

www.axismyindia.org

STEED STATES : 000481732506 स्थानप्रत दिलीग मृतिह 4127 10-04-2023 अतिम वारीय

d), el). N4

या तारखे पर्यंत मरत्यास

रखे नंतर भरत्यास

Rs. 5900 00

Rs. 6020.00

बंकेची स्थानप्रत

विलीम मृतिट

BEES BRES 000481732506



प्रतिम वारीख 10-04-2023 Rs. 5950 00 या तारखे पर्यंत भरल्यास 28-03-2023 Rs 5900 00 या खारखे नंतर भरत्यास 10-04-2023 Rs. 6020 00

28-03-2023

File No : 10-329/400-M CB 6 1 6

GSTIN:27AAECM2933K1ZB

19-03-2023 देयक दिनांक 5950.00 देयक रक्कम रु

10-04-2023 देय दिनांक 6020.00 या तारखे नंतर

Scan this OR Code with BHIM App for **UPI** Payment



OP कोउद्धारे भरणा केल्यास, मरणा दिनाकानुसार लागू असलेली तत्पर देयक गरणा सूट किंवा विलंब आकार पुढील देयकात समाविष्ट करण्यात येईल.

मध्यवर्ती तकार निवारण केंद्र २४४७ 9600-272-3436, 1800-233-3436, TV12, TV120

ग्राहकांच्या तकारीचे निवारण करण्यासबंघीचे नियम व कार्यफदती महावितरणच्या संकेत स्थळ www.mahadiscom.in > ConsumerPortal > CGRF यावर उपलब्ध आहे

आम्ही येथही उपलब्ध आहेात





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नालनला कर देयक

2022-2023(11)

केख डनाड

रालपता कराक

VA0002240662 VAS-17-0075

मानमरोचे वर्णन SHOP-NO-428;

You may pay bill on www.nmmc.gov.in->cilck on property->insert Scoperty code-pay online

बर दारांची बार्च LESSOR:CIDCO , LEASEE: M/S VARDHAMAN MARKETS CO.OP Building: ,Unit: ,Plot NO: 0075,Sector: 17,Node: VASHI,Ward: VASHI,Navi Mumbai, Maharashtra. विनांकर पामन लाकि

Cheque/D.D./Pay Order please drawn in favour of "NMMC".

व्यनायम् पासून प्रयत	निवासी	करपात्र भूल्य	अनिवार्स	करपात्र मूल्य
01-OCT-22 31-MAR-23		0	20	0090
देवकाचा तपशील	दर %	निवासी कर	दर %	अनिवासी कर
सर्वनाधारण कर	0	0.00	32.5	3265.00
जल साम कर	0	0.00	4	402.00
कर सकाई कर / मलॉन: समग्र कर	.0	0.00	7	704.00
न्तिनि: सारण लाभ कर	0	0.00	2	201.00
विसय उपकर	0	0.00	4	402.00
वृक्ष उपकर	0	0.00	0.5	51.00
पय कर	THE REAL PROPERTY.	Ballion Bally Tale	3.33	335.00
ग्र.जि.कर	0	0.00		1206.00
रोजगार हमी कर	0	0.00	12	302.00
नोड्या नियासी जागेवारील कर	0	0.00	3	302.00
	SALWAY.	0		6868
वेयकावी एकूण रककम		6868	1	10-
या कालखंडासाठीचा पूर्वी भरलेली रक्कम		0	1 5	3118
मागील धकवाकी		0		विलीप जोले
चालू कालसंडासाठीचा एकूण कर		6868	अतिरिव	त आयुक्त (१)

First Assess.Date: 01-APR-2008 Current Area (in Sq.m) 0.0 Resi Area: 60.27 Com Area: 0.0 Indus Area: LAST PAYMENT MADE ON Rs.23076.00 14/06/2022 As On 31/10/2022 6868 Before 30/11/2022 6868 Before 31/12/2022 6868 Before 31/01/2023 7005 Before 28/02/2023 7143 Before 31/03/2023 7280

	6868VA00022406626868N6868D7	7005J7143F7280
action		PAYARI E REE

: VA0002240662

PAYABLE As On 31/10/2022

6868

6868 PAYABLE BEFORE 30/11/2022 PAYABLE BEFORE 31/12/2022 6868 7005 PAYABLE BEFORE 31/01/2023 PAYABLE BEFORE 28/02/2023

: VAS-17-0075-गानमता क्यांच कर दाराचि राव :

PAYABLE BEFORE 31/03/2023

7143 7280

4.24

LESSOR:CIDCO, LEASEE: M/S VARDHAMAN MARKETS CO.OP.HSG.SOC.LTD

बेंबेची स्थळ पा :

लेखा क्रमांक

कर कत्यांचे नाव

पानती स्थळ प्रत

लेखा समाक

PAYABLE As On 31/10/2022

6868

PAYABLE BEFORE 30/11/2022 PAYABLE BEFORE 31/12/2022

PAYABLE BEFORE 31/01/2023

6868 44. 6868 7005

: VA0002240662 मालनता क्रनांक : VAS-17-0075-

LESSOR:CIDCO , LEASEE: M/S VARDHAMAN

PAYABLE BEFORE 28/02/2023 7143 PAYABLE BEFORE 31/03/2023 7280

MARKETS CO.OP.HSG.SOC.LTD

10.10/17/15/10/8 COMENT CORPORATIO Rend, Office : "NIIMAL 2nd Floor," National Point, Bombay-400 021 . GRAM : WHINNIN PHONES - 2027401-2022420-2022509-201 Vs. Valachha Brothers, TOTAL BILLYVIA. Head Office 430, and Anjenthon Building, "dapin, New Bombay-400 814. WOULD : SID-022 8241, 10,8244-775.3/321. 15, Ondaganah Palke tant, 30 H a 1 Y - 11. 1100, in's : timpoyor disclus built drawings on ..., " der 17 Vachi. ribrit at an of plans on 1.10.1936 & our o fice 1.5ter do.3P/V/17/75 dated 6.5.82.

language for to your application for development permission on late 6.75, enter 17 Vachi.

the a growed to the revised plans of the proposal on the plot autioned alove in hareby granted to you as per the Commencement fortificate insued to you vile letter dated 6.5.1932.

the dry of case be noted that this set of plans supersedes all the ordior approved once.

yours faithfully,

DDL. TO EN PLANNING OFFICE (11)

ce to: M/s. Mannu Sanni, Architect 40, Vishal Shopping Centre, Sir M.V. lead, Ardheri (e), BUMBAY- 69. Vardhaman Market Premises Co-op. Society Ltd., Vash

PLOT NO. 75, SECTOR-17, VASHI, NEW BOMBAY-400 705.

REGISTRATION NO. TNL/GNL/(C)/316/1988-89

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SHARE CERTIFICA

(2)

Shop Office No. 428

Share Certificate No. 146

AUTHORISED CAPITAL: Rs. 30,00,000/- divided into 60,000 Shares of Rs. 50/- each

of New Bombay is the Registered Holder of 16 shares of Rs. 50/- only (Rupees Fifty) each, numbered from 811 to 820 both inclusive, in the above Society subject to the bye-laws of the said Society and that upon each of Shares the sum of Rs. 50/- only (Rupees Fifty) has been paid.

GIVEN under the Common Seal of the said Society at New Bombay this 9th day of October 1992



Chairmen

Mane Hon. Secretary



Sr. No. of Transfer	Date of General body/ Managing Committee Meeting at which transfer was approved	To whom Transferred	Sr. No. in the Share Register at which the transfer of shares held by the transferor are registered	Sr. No in the Share Register at which the name of the Transference is recorded
1	2	3	4	5
1	6th August 1998	M/s Progressive Civil Construction Company (p) ded	146	191
	Chairman	Hon. Secretary		Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		
		Trom occiotary		Committee Member
4				
	Chairman	Hon. Secretary		Committee March
5	Chairman			Committee Member
	Chairman	Hon. Secretary	Wall Street, St	Committee Member

AGREEMENT

THIS AGREEMENT made at Bombay this

day of Deember One thousand Nine hundred and Eighty

Between MESSRS VARDHAMAN CONSTRUCTIONS,
partnership firm carrying on business at 40-41, Vishal Shopping Centre,
Sir M. V. Road, (Andheri-Kurla Road), Andheri (East), Bombay-400 069,
hereinafter called "THE BUILDERS" (which expression shall unless it
be repugnant to the context or meaning thereof shall be deemed to mean
and include the partner or partners for the time being constructing the
said firm, survivors or survivor of them and the heirs, executors, administrators and assigns of such last survivor) of the One Part and Mr./Mrs.

M/s. Progressive Cembrutian L.

Ms. Progressive Construction Co 47. Kuber, Sector 17 Vashi Hew Bombay 400 705

also Bombay Indian Inhabitant hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or mean-

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ing thereof shall be deemed to mean and include his/her/their heirs, executors administrators, and permitted assigns) of the other part;

WHEREAS

- (a) By virtue of Agreement of Lease dated 8th September, 1981 and expressed to be made between City & Industrial Development Corporation of Maharashtra Ltd. (hereinafter referred to as "CIDCO") of one part and one Valecha Bros. (Engineering & Constructions) Private Limited (hereinafter referred to as the 'Lessee') of one part and CIDCO of the other part. CIDCO has allotted a plot bearing No. 75 admeasuring 2795.40 sq. metres at District Business Centre, Vashi in New Bombay on terms and conditions contained in the said Agreement dated 8th September 1981. As set out in the said Agreement, the Lessee has paid entire premium payable to CIDCO and CIDCO has put Lessee in possession of the said plot and with rights to put up constructions of plans and specification approved by CIDCO.
- (b) By virtue of Partnership Agreement dated 23rd April, 1981 the Lessee entrusted construction and development to the said partnership firm comprising of (i) Lessees (ii) H. M. Panjwani (iii) I. U. Advani and (iv) Mrs. Rupa A. Hargunani.
- (c) The said Partnership got the plans and specifications for constructions on the said plot approved from CIDCO and commenced construction by laying Piling for Foundations;
- (d) By an Agreement dated 25th April, 1984 made out and entered into between Lessee of one part, the said firm therein called developers of second part and Builders therein also called Builders of the third part and consideration and terms conditions therein contained. The Lessees and the said firm have agreed with Builders for construction by them for completing the Building on the said plot with authority to modify the plans and specification by CIDCO if so desired, or required by Builders.
- (e) Under the said agreement referred to in recital 'a' and 'd' above the Builders are entitled to construct building or buildings on the said plot of land in accordance with the plans sanctioned by CIDCO subject to such modification or modifications and variations that may be required to be made by Builders and by CIDCO.
- (f) The Builders are entitled to sell and/or allott the tenements i.e. shops, offices, hotels, godowns and garages in the said building on ownership basis to various purchasers and to appropriate the sale proceeds.
- (g) The Builders being desirous of selling and allotting on ownership basis shop/office/car parking space and other premises in the said build-

ing which are to be constructed by them on the said property is entering into separate agreement with various purchasers.

(h) The Purchaser has taken inspection of the true copies of the said Agreements and allotment letter hereinbefore recited and the Purchaser is fully conversant with all the terms and conditions and covenants mentioned therein. The Builders has supplied to the Purchaser such of the documents mentioned in Rule 3 of Maharashtra Ownership Rules 1964 (hereinafter called the said rules) as demanded by the Purchaser

(i) The Purchaser has agreed to purchase shep office No.

on the floor of the building and covered/open parking space

No. (hereinafter for brevity's sake referred to as "the said shop/office/garage/parking space") with full notice and knowledge of the terms and conditions contained in the said Agreement and also subject to the terms and conditions herein appearing:

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

- 1. The Builders are constructing building on the said plot which is more particularly described in the schedule hereunder written on the basis of the building plans approved and sanctioned by the CIDCO. The said plans and specifications have been kept by them for inspection at the building site which the Purchaser has seen and approved. The Purchaser has agreed that the Builders may make such variations or amendments therein as may be required by it from time to time or as may be required to be done to comply with the requisitions or objections of the Government CIDCO or any other local body or authority and the Purchaser shall not be entitled to raise any objection whatsoever on account of such variation or amendment.
- 3. The Builders has informed the Purchasers that the title to the said property more particularly described in the schedule hereunder written is as made out from the various documents recited hereinabove

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and that the title of the said plot of the Builders has been investigated by Messrs. Majmudar & Co., Solicitors. The Purchaser shall be bound to accept certificate of title issued by the M/s. Majmudar & Co., Solicitors, a copy whereof is hereto annexed and marked exhibit 'C' as final and conclusive and the Purchaser shall not be entitled to make any objection or requisition whatsoever with regard to the title of the Builders the intention being that the Purchaser has agreed to enter into this agreement with the full knowledge of the title of Builders as is made out from the aforesaid documents.

4. In addition to the other payments and consideration as hereinafter provided payable by the Purchaser to the Builders in respect of the said premises agreed to be acquired by the purchaser the Purchaser agreed to pay to the Builders a sum of Rs.

(Rupees Two Laws — as consideration for acquiring the said premises from the Builders. The said consideration of Rs. 200000-) shall be paid by the

Purchaser to the Builders in the manner as follows:—

(i) Rs. 10 000/- as earnest money on execution of this agreement.

(ii) Rs. within 7 days of completion of foundation of building.

(iii) Rs. within 7 days of completion of plinth of building.

(iv) Rs. within 7 days of completion of First slab of building.

(v) Rs. within 7 days of completion of second slab of the building.

(vi) Rs. 20 cool within 7 days of completion of third slab of the building. on or he fore of the Jan &6

(vii) Rs. 70000/ within 7 days of completion of fourth slab of the building. on experience 23rd Jan H

(viii) Rs. 50 000 | within 7 days of completion of fifth slab of the building. on exheline 237 J Feb 16

(ix) Rs. 30 000/ within 7 days of completion of brick work of the building. on or before 23rd Manhole

(x) Rs. 20000 being the balance on the Purchaser on receiving an intimation from the Builders that the Builders has obtained an occupancy Certificate in respect of the said premises from CIDCO.

Time for payment of each of the instalments of consideration as aforesaid shall be of the essence of the contract.

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- 5. If the Purchaser commits default in payment of any of the instalments on its due date without prejudice to the right of the Builders to treat such default as breach of this Agreement and to forfeit the money paid by the Purchaser and to cancel this Agreement, in case the Builders suffer any loss or damage by non-payment, the Purchaser shall be liable to make good such loss or damages. When this Agreement is put to an end as aforesaid, the Builders shall have a right to sell the said premises to any person as they like and at any price and on any terms and conditions they determines. The Purchaser will have no claim to any benefit out of the better price that may be obtained by the Builders.
- 6. Subject to the availability of cement, steel and other building materials, electrical, water and drainage connection and subject to force majeure including any act of God drought, flood and any other natural calamity and/or war, restrictions by the Government, CIDCO or other public authorities or any other acts beyond the control of the Builders, the Builders agree to hand over possession of the said shops/offices to the Purchaser on or before

 315 Market

 if however Builder is not able to give possession of said premises to the Purchaser owing to unavoidable circumstances. The Purchaser shall not be entitled to any damages whatsoever.
- the Builders, from the date of delivery of possession of the said premises which date means on the date which the CIDCO, New Bombay, has granted Occupation Certificate in respect of the said building only for the purpose of payment of outgoings (irrespective of the fact that the Purchaser has obtained possession of the said premises or not on the day), all outgoings in respect of the said premises from month to month regularly including the amount payable as provided in clause (b) hereinafter and all taxes, service charges of CIDCO, water charges, common lights, sweepers, sanitations, additions, and alterations, oil paintings, colour washings, repairs, etc. and all other expenses incidental to the management and the maintenance of the said entire building.
- (b) Until all outgoings or any part or parts thereof are fixed or determined by the authority or authorities concerned, the Purchaser agrees that as from the aforesaid date he shall regularly pay every month in advance such amount as may be fixed and determined by the Builders on account of such outgoings as aforesaid until the Purchaser is admitted as member of the Society or separate Co-operative Society or Limited Company or Association of shop/office holders duly formed and registered for the building and the management of the said building is handed over to such Co-operative Society or Limited Company or Association of shop/office holders or to the Adhoc Committee formed by the purchasers of the various premises for the purpose of maintenance of

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the said building as the case may be. Particulars of the nature of outgoings payable by the Purchaser to the Builders is hereto annexed and marked Exhibit 'D'.

- 8. The Purchaser agree and binds himself to pay to the Builders the following further amounts as and when demanded by the Builders or in any event before delivery of possession of the said premises by the Builders to the Purchaser viz:
 - (i) Such amount required to be paid as and by way of subscription for shares of Co-operative Society or Limited Company, if so permissible to be formed by the Purchaser of different premises in the said buildings;
 - (ii) Such sum as may be fixed by the Builders to be paid as and by way of security deposit for payment of outgoings for a period of six months in respect of the said premises which amount shall remain deposited with the Builders and shall be transferred by the Builders to the said Society, if so permissible to be formed by the Purchasers of different premises in the said buildings, after appropriating therefrom the amounts which may be due and payable by the Purchaser to the Builders by way of outgoings etc., in respect of the said premises.
 - (iii) Such sum as may be fixed by the Builders by way of deposit towards proportionate share of the Purchaser in the legal costs, charges and expenses required to be paid or incurred by the Builders and which Builders are entitled to receive from the Purchaser under the provision of this Agreement and the amount which may be payable by the Purchaser by way of stamp duty, registration charges and other out-of-pocket expenses.
 - (iv) Such further amount as may be required to be contributed by the Purchaser as may be fixed by the Builders as the share of the Purchaser towards the amount or amounts which may be payable or become payable by the Builders to the Government of Maharashtra, CIDCO or other local body or authority by way of any service charges, new taxoess, levy or charges which may be imposed by the said authorities or any of them in respect of the said plot and the buildings to be constructed thereon including any amount payable by way of deposit in respect of or relating to the obtaining of electric and water connections and payable to the Maharashtra Electricity Board and the CIDCO RESPECTIVELY.

- (v) Interest at the rate of 21% per annum will be paid by the Purchaser to the Builders, on all amounts due by the Purchaser under this Agreement, to the Builders including CIDCO service charges or CIDCO lease or other outgoings from the due date of payments provided herein till the said amounts are paid.
- (vi) The Purchaser shall take possession of the said premises within seven days of the notice from the Builders and shall forthwith pay all the amounts due and payable by him under this Agreement to the Builders and upon delivery of such possession of the Purchases shall be entitled to use and occupy the said premises without hindrance. Purchaser shall have no claim whatsoever as to any item of work either in the said premises or in the said building or in the terrace of the said building or otherwise against the Builders after the Purchaser has taken possession of the said premises save and except as provided in the Maharashtra Ownership Flats Act, 1963.
- (vii) Under no circumstances, possession of the premises shall be given by the Builders to the purchaser unless and until all payments required to be made under this Agreement by the Purchaser have been duly made to the Builder.

Nothing contained in these presents shall be construed to conferupon the Purchaser any right, title or interest of any kind whatsoever into or upon the said plot or the buildings constructed thereon or in any part thereof. Such conferment shall only take place only on the Purchaser being admitted as member of the Society if so permissible only after payment of full consideration money as herein provided by purchaser to the Builder and with the previous written permission of the Builder only for such admitting as member of the Society and not otherwise howsoever.

9. The Builders shall have a right to make additions, alterations, to raise additional storeys or structures at any time as may be permitted by the CIDCO and such additions, alterations and additional structures or storeys shall be the sole property of the Builders who shall be entitled to deal with or dispose it of in any way he chooses and the Purchaser hereby consents to the same. The Purchaser hereby agrees that he will give all necessary facilities and fully Co-operate with the Builders to enable the Builders to make any additions and alterations and/or to raise additional storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by the CIDCO and the Purchaser hereby further agrees that after the admission of the Purchaser as a member of the said proposed Co-operative Society is

formed or registered the Purchaser as member or share holder of society and/or such co-operative society will consent to society and/or such co-operative society giving to the Builder full facility assistance and co-operation to enable the Builder to make the said additions and alteration and/or to raise additional storeys or structures as aforesaid and to make the said additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purposes the Builders shall be entitled to utilise and/or take connections from all water, pipe-lines and storage tanks, sewage and drainage pipe lines electric cables and electric lines and other conveniences and amenities of the buildings now being constructed for providing all such facilities, conveniences and amenities to the said additional storeys or structures which may be constructed by the Builders and the Purchaser hereby consents to the same.

- As soon as the said building is notified by the Builders as 10. complete each of the premise holders (including the Purchaser) shall pay the balance of consideration amount or amounts payable by them within seven days of such notice served individually or put up at some prominent place in the said building. If the Purchaser fails to pay the said amounts inspite of the notice, the Builders will be entitled to terminate the Agreement with the Purchaser and to refund to the Purchaser all the instalments of the purchase price paid by the Purchaser till then, but without any interest and deducting therefrom the outgoings in respect of the premises to be purchased by the Purchaser from the date of completion of the building until the Builders shall have disposed of the said The moneys becoming refundable to the Purchaser shall be refunded only after the Builders shall have sold and/or disposed of the premises in respect of which the Agreement shall have been rescinded under this clause.
- 11. The Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement have first lien and charge and on the said premises agreed to be acquired by the Purchaser.
- 12. The Purchaser hereby agrees that in the event of any amount by way of premium to the CIDCO or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Builders the same shall be reimbursed by the Purchaser to the Builders in proportion to the area or the said premises agreed to be acquired by the Purchaser and in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.
- 13. The Purchaser shall maintain at his own cost the said premises in the same good condition, state and order in which it is delivered to

him and shall abide by all bye-laws, rules and regulations of the Government, (CIDCO and MESB or any other authorities and local bodies and shall attend, answer and be responsible for all actions or for violations of any of the conditions or rules or bye-laws.

- 14. The Purchaser hereby agrees to pay all the amounts payable under the terms of the Agreement as and when they become due and payable, time in this respect being of the essence of the contract. Further, the Builders is not bound to give notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
- The Purchaser hereby agrees and undertakes to be a member of the said society or the Co-operative Society to be formed in the manner hereinafter appearing and also from time to time to sign and execute application for registration other papers and documents necessary for the formation and registration of the separate society if so feasible or permissible or limited Company or Association of premises Holders and duly fill in, sign and return the same within ten days of the same being forwarded by the Builders to the Purchaser. No objection shall be taken by the Purchaser if changes or modifications are made in the draft bye-laws or Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies or other competent authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Builders may require him to do from time to time for safeguarding the interest of the Builders and of Other Purchasers of the different premises in the said buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end and the earnest money and other moneys paid by the Purchaser shall stand forfeited by the Builders.
- 16. The Purchaser hereby covenants to keep the premises, walls, sewers drains, pipes and appurtenances thereto belonging to good tenantable condition and in particular so as to support shelter and protect the parts of the building other than his own.
- 17. The Purchaser shall not without obtaining previous consent in writing of the Builder, let, sub-let, sell, transfer, charge or in any way encumber or deal with or dispose of the said premises nor assign underlet or part with the benefit of this Agreement or any part thereof provided further that such consent shall be given by the Builders only if the Purchaser has paid all his dues of whatsoever nature owing to the Builders and the Purchaser has not committed any breach of or default in the observance and performance of the terms and conditions of this Agreement.

- 18. The Purchaser shall permit the Builder and their survivors or survivor or assigns with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and conditions thereof upon the receipt of a notice in writing from the Builders to the Purchaser, the Purchaser shall carry out such repair or repairs or work or works in the said premises within one month of the date of such notice of the Builders.
- 19. The Purchaser 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 said premises 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 order and good conditions all services, drains, pipes, cables, water cover, gutters, wires, party structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down, maintaining, repairing, and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the said premises or the building in respect whereof the Purchaser or the occupiers of any other premises as the case may be shall have made default in paying his share of the water tax.
- 20. The Purchaser shall not use the said premises or permit the same to be used for any purpose other than as shop/office purpose as the case may be and for such other purposes as permitted by the Builders and by CIDCO nor use the car parking space except for parking the motor cars nor use the said premises or the car parking space for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes.
- 21. The Purchaser will not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be acquired by him nor will be at any time make or cause to be made any additions or alterations of whatever nature to the said premises or any part thereof. The Purchaser shall not permit the closing of verandah or lounges or balconies or make any alterations in the elevation and outside colour schemes of the premises to be acquired by him.
- 22. After the possession of the said premises is handed over to the Purchaser, if any, additions or alterations in or about relating to the said building are thereafter required to be carried out by the Government, CIDCO or any statutory authority the same shall be carried out by the Purchaser in co-operation with the purchasers of the

other premises in the said buildings at their own costs and the Builders shall not be in any manner liable or responsible for the same.

- 23. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or any part of the said buildings or cause any increased premium to be payable in respect thereof.
- 24. The Purchaser shall at no time demand partition of his interest in the said buildings it being hereby agreed and declared by the Builders that his interest in the said buildings is impartible and it is agreed that the Builders shall not be liable to execute any document in respect of the said premises in favour of the Purchaser.
- 25. The Builders shall provide the amenities as given on separate page of this Agreement.
- The Builders shall after the entire property of the Society is fully developed and full construction work completed in all respects and for entire property the occupation certificate is granted by CIDCO and other necessary authorities then only but not otherwise get the Purchaser admitted as member of the Co-operative Society or Limited Company or Association of premises Holders which may be formed by the Purchasers of different premises of the said building with a right to such Co-operative Society, Limited Company or Association of premises Holders to manage the affairs of the said buyers of the said premises in the said building developed by the Builders. Provided further that after the formation of the said Co-operative Society or Association of premises Holders or Limited Company as the case may be the Bpilders shall arrange with the CIDCO to execute final lease agreement of the said property together with said plot. The lease shall contain all other normal and usual terms and provide for the payment of rates, taxes, dues, duties, in respect of the said building. All costs, charges and expenses for such final Agreement and/or lease shall be proportionately borne by the Purchaser.
- Association of premises Holders being formed or registered before the sale or disposal by the Builders of all the premises in the said building, the powers and authorities of the Society so formed or the Limited Company or Association of premises Holders so registered or of the Purchaser and other purchasers of the premises in the said building shall be subject to the overall control of the Builders in respect of any of the matters concerning the said buildings the construction and completion thereof and all amenities appertaining to the same and in particular the Builders shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the Agree-

ments are cancelled at any stage for some reason or other and all the purchasers of such premises shall be admitted as members of the said Society or Co-operative Society or as a Share Holders of the said Limited Company or member of the Association of premises Holders with the same rights and same benefits and subject to same obligations as Purchaser and the other members of such Co-operative Society or Limited Company or Association of premises Holders may be entitled to and without any reservation or condition whatever and the Purchaser hereby agrees to give consent to admit such purchasers as the members of such Co-operative Society or as Shareholders of such Limited Company or Association of premises Holders as aforesaid without raising any objection whatsoever.

- Any delay or indulgence by the Builder in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be constructed as a waiver on the Part of Builders of and breach of non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the right of the Builders.
- All letters, receipt and/or notices issued by the Builders despatched under Certificate of Posting to the last address known to them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectually discharge the Builders. For this purpose the Purchaser has given the following

addresses: Mls. Progressive Construction lo

L.G. 47. Kuber Dectes 1x. Voishi New Bombay. 400705

30. If the Purchaser neglects, omits or fails for any reason whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after the delivery of Possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe the covenants and stipulations on his part herein contained or referred to the Builders shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchasers to the Builders shall stand absolutely forfeited by the Builders and the Purchaser shall have no claim for refund or repayment of the said earnest money and/or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees that in that event all his right or interest in the said premises and all amounts already paid shall stand forfeited and in such event the

Purchaser shall also be liable to immediate ejectment as a trespasser and the Builders shall be entitled to deal with and dispose of the said premises in any manner they deem fit. The right given by this clause to the Builders shall be however, without prejudice to any other rights, remedies and claims whatsoever at law under this Agreement of the Builders against the Purchaser.

- All costs, charges and expenses in connection with the formation of the separate Co-operative Society if so permissible or Limited Company or Association of premises Holders if so feasible as well as the costs of preparing, engrossing, stamping and registering all the Agreements or any other documents or document required to be executed by the Builders or the Purchaser as well as the entire professional costs of the Advocates of the Builders in preparing and approving such documents shall be borne by the Proposed Society or Limited Company or Association of premises Holders or proportionately by all the purchasers or holders of premises in the said building through Builders and the proportionate share of the Purchaser shall be such amount as may be fixed by the Builders, whose decision in this respect will be final and binding on the purchaser. The Builders shall not be liable to contribute anything towards such costs charges and expenses payable by the Purchaser shall be paid by him to the Builders immediately on demand.
- 32. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1964, or any other provisions of law applicable thereto.
- 34. All costs, charges and expenses including registration charges of this Agreement shall be borne and paid by the Purchaser.
- 35. The Purchaser shall immediately after execution of this Agreement lodge the same for registration with the Sub-Registrar of Assurances and shall within two days after lodging the intimate the Builders the serial Number under which the same is lodged to enable the Builders to admit execution thereof before the Sub-Registrar of Assurances.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

That piece of land known as Plot No. 75 in Sector No. 17, District Business Centre Vashi, New Bombay containing by admeasurement sq. mts. or thereabout and bounded as follows: that is to say:

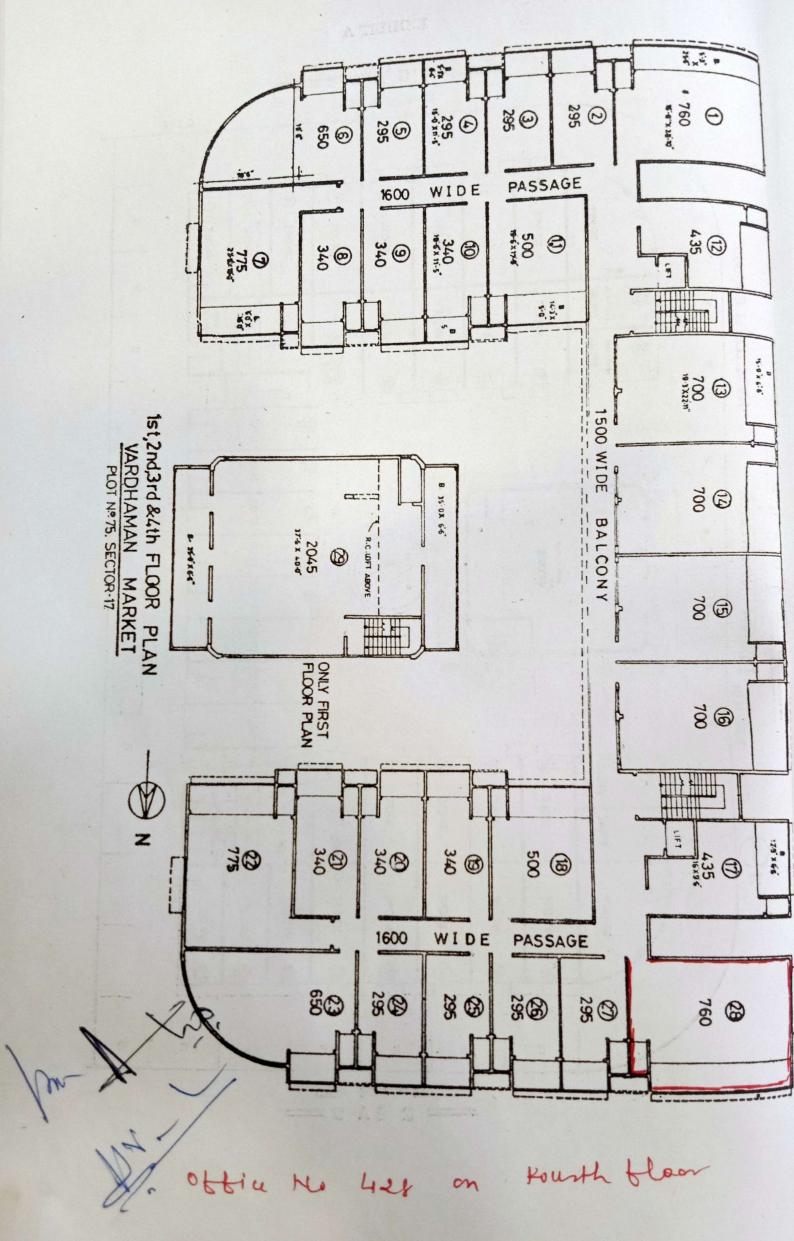


On or towards the North by Road.
On or towards the South by Plot No. 76
On or towards the East by Road.
On or towards the West by Road.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written:

SIGNED, SEALED AND DELIVERED	
by the withinnamed M/s. VARDHAMAN)	For M/s. VARDHAMAN
CONSTRUCTIONS in the presence of)	CONSTRUCTIONS
)	PARTNER

SIGNED, SEALED AND DELIVERED)
by the withinnamed Mr./Mrs. M/s. Progressive lenst es.	For Progressive Construction Co.
in the presence of	Partner







LETTER OF ENGAGEMENT TO VALUER

Mr/Ms/M/s VASTUKALA CONSULTANTS (I) PRIVATE LIMITED SI (Empanelled Valuer)
Address: 121,Ackruti Star, MIDC Central road,
Andheri (East),
Mumbai, ,
Andaman and Nicobar - 400096
Dear Sir(s) / Madam.

LETTER OF ENGAGEMENT

With reference to your empanelment with this organisation, as a valuer in asset class (es) Immovable Property, the undersigned on behalf of State Bank of India, SME Chembur Branch(11) Branch/Office, do hereby, engage your service as valuer to assess the value of the property / plant & machinery / security, the particulars of which are given below, for the purpose of Fund Based and Non Fund Based facility. All the relevant supportive documents, in relation to ownership and identification of the assets, will be / are being provided by the Bank on acceptance of / along with this letter. Other documents, if any, required to undertake the assignment, have to be procured by you.

- 2. The professional fees Rs 5900.00 (as negotiated within the Bank's prescribed fee structure) shall be paid by the Bank / Borrower within 45 days of the submission of the valuation report and its acceptance by the Bank.
- 3. Please submit a copy of the Letter of Empanelment letter issued to you by the Bank along with the Copy of relative Agreement with the Bank and accepted Terms and Conditions

4. Particulars of the assets to be valued:

	Name of Owner &/or Lease hold by	Assets to be Valued			
No.		Asset Type	Details of Asset	Other details / description	
			Sector 17 Extent Details- Address- Office Premises 428, 4th Floor, Plot no 75, Vardhaman Market Premises, Navi Mumbai,	Title Deed No Registering Authority- Sub Registrar Panvel Place of Registration- Panvel State of Registration- Maharashtra Date of Registration- 09-12-1985 Purchased From- Document Value-	

Progressive Civil Construction Co. Pvt. Ltd.	Immovable Property	Radhika Bldg	Title Deed No Registering Authority- Sub Registrar Panvel Place of Registration- Panvel State of Registration- Maharashtra Date of Registration- 09-12-1985 Purchased From- Document Value-
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- 5. You will indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities of whatsoever nature which may be caused to or suffered by or made or taken against Bank (including, without limitation, any claims or proceedings by any customer against Bank) directly or indirectly arising out of any improper, incorrect or negligent performance, work, service, act or omission by you or any of your Personnel or fraud or other wrongful act by you or by any of your Personnel or for any act of the yours which results in Bank obtaining / being provided with incorrect or incomplete information from you or any of your Personnel.
- 6. You will also indemnify and keep indemnified the Bank against any loss or damage to any of Bank's information, documents, property, records, or other items while in your use or possession.
- 7. In addition to the above the Bank reserves the right to adopt any or all of the following course/s of action unless loss/claim, is not attributable to any act, omission or commission of the Valuer or Valuer's Personnel:
- (a) depanel and/or remove the name of the Valuer from the list of Valuers on the panel of the Bank
- (b) blacklist the Valuer and display the name of the Valuer in the list of blacklisted Valuers
- (c) share the information of such depandement or removal or blacklisting with Indian Banks Association or Insolvency and Bankruptcy Board of India (IBBI) or both
- (d) bring such depanelment or removal or blacklisting to the notice of Institute of Chartered Engineers or any other similar professional body or association in which such valuer is a member
- (e) Any other means which the bank deems fit for recovery of the amount of actual loss suffered.
- 8. Please ensure that the valuation report submitted by you to the bank is in uniformity ti the `Internationally Accepted Valuation Statndards` as applicable for the respective class of assets.
- 9. You are required to submit the report in the format prescribed by the Bank within 10 days from acceptance of this letter and ensure that the valuation report is submitted to the branch only in asealed cover envelope.

Yours faithfully,

For & on behal ate Bank of India

[Signature with seal] Place: Numberi Date: 2815/24

Acknowledged By

[Signature of Valuer]

Place: Date:

with request to co-operate with the valuer appointed by the Bank).

For & on Behalf of State Bank of India

[Signature with seal]

Place: pumber
Date: 281514

