

# AGREEMENT FOR

FLAT/GARAGE/CAR PARKING SPACE

No. on of Building known as

HIMGIRI

at Oswal Park, Thane
PRAKASH KUCHERIA KANCHAN KUCHERLA

Oswal & Associates.



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(Registered	under M.C.S. Act. 1960) Registro	CO-OPERATIVE HOUS	BING SOCIETY LIMITED
No. 14		61 T.C.   7462 d	
Authorised share	Capital Rs. 70,000	Divided into	1, 40,000 Shares each
	Member's Register coefficients that Shrif Smt.		CHAND
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of Theme	is the Registered Holde	rof ( Ave )Sh	ares from No.
to 🗫	of Rs. 250	(Two Hundred	4 Fifth only )
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0	Chairman	Hon. Secretary	or M. C. Member
THANE	*//		[P.T.O.]
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St. No of	Opte of General Body/ Managine Committee Managine Which Transfer	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 Shan Register at which the of the Transferee in recorded
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1	2			
1	Chairman	Hon. Secretary		Committee Member
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	Chairman	Hon. Secretary		Committee Member
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	Chairman	Hon. Secretary		Committee Member

THE PARTY NAMED IN

सहायक सेवालक काररणनार कार प्रनाका (मुद्रांक व मृत्यांकन) ठाक याय समीर सेवा प्रदेश कर्म १२-व ग्रांसी वालकेल्या प्रवरणात वालम आदेश हैं। मुद्रांक व मृत्यांकन हैं। ठाके प्रांचित का यांत्र वार्येश के मृत्यांकन हैं। वार्येश का यांत्र वार्येश के मृत्यांकन वार्येश का यांत्र वार्येश के मृत्यांकन वार्येश का यांत्र वार्येश के मृत्यांकन वार्येश का यांत्र वार्येश

- ह) संदर्भ: मुंबई मुद्रांक अधिनियम १९५८ कलम २१ (अ) च ३२ (अ) प्रमाण अपर जिल्हाधिकारी, ठाणे यांनी त्यांच्या आदेश कुं संसंनर/मुम्/अधिकार इस्तांतर ४६६-६२ दिनांक १८८१९८० भूतिर हैया प्रकरणी बाजारभावाप्रमाणे मुल्य निर्द्धारण करण्यासाठी खाली सही करणा-या अधिका-याला सक्षम अधिका-यांचे हक्क प्रदान केले आहेत.
- २) दस्त ऐक्जावे वर्णन :- दिनाक २ ४-३-८८वे दुय्यम निर्वाधक कार्ने नोदणी झालेले दस्तऐक्जावे क्लिंख क् २५२५/१८० ज्यामध्ये मालमत्तेच्या हस्तानुगुणावा मोबदला रमये ३,०७,५००/- दशिक्लेला आहे
- १) हस्तांतरित मालमहोवा तपशिल :- सर्वे/मह/सिरी (स्मि कु ३४, ५४)
  मोजेश्मांव पांच्याप्रवादी तालुका केला वेथील मिळतीचे
  सेव्यक ८०० न्यं पूर्व कार्यान्य पार्क
- ४) ता सुरत्या आदेशाचे वर्णन :- हया प्रकरणात दिनांक -- रोजी ता त्युरता आहेश काटला आहेर कृपया त्याचे शक्ताकेन करावेर
  - (भालमत्तेवे खरे बाजारमूल्य निश्चित करणे):- निष्म १९८१ च्या नियम (५) मधील तरत्दीनुसार:-
  - > १) नमूना कु. ५ मधील नोटीसीपुमाणे बरोबर दिनांक वा ता स्परता आदेश ता संदर्भाधीनीपुक्त रान्। त्याच दिवसी कादण्यात आसेशा होता ।
  - भागा कु ५ महील नोटी तपुमाणे दिनांक रोजी सुनावणी ठेकण्यात आली होती व ह स्तांतरिती विनांक रोजी सुनावणी तो हजर राहन त्य स्वरता आदेशापुमाणे मुद्रांक शुक्त दंड व नोंदणी जी भरण्यास सहमती देश विनी।
  - 🗡 र बिल्लाविक्ती समावणीताठी हजर बाले पण त्यांनी ता सुरक्षा आदेवास सहमती दशीवली
    - 8) दस्तानिरती सुनावणीसाठी रुक्त बाले नाहीन तब्ब मी खालीभूपमाणे बावेश काटीत खाहे

भ) वित्म बादेश: - संदर्भाधिन मालमत्तेचे दिलांक अरू- १३०० दिहा । 5 अक्ट बीजरियून ये हमंद्री 3.6 % --- !- बतमें ठर विण्यात आने जाहे. हस्तांतिरितीने दस्तरिताचर र. २०/- इतने मुद्रांक शुन्त भरतेले आहे?. त्यापूरें क्यी भरतिने मुद्रीक शुल्क दंउ व नोंदनी की की आकारणी आलील प्रमाप करण्यात येत वाहेत.

१) क्यी भक्ते ग्रांक वृत्व

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**क्सील** प्रमाणे दशकिलेल्या रक्कमेवा भरणा त्वरीत करावाः

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वरील रक्कम वद्गीदाउत तपिष्टि

क्रम वरील आदेशापुमाणे खालीलप्रमाणे रक्कम वसुली करण्यात आली आहे.

१) अपुरे मुद्रांक शुल्क शरूपये .... ७०००० ... क्लन क् 27 विदनांक -

२) अपुरी नोंदणी पी रूपये ... ५७०/. वलन क 25 हमये .. २७१/ .. वलन क्र 23

एकूण समये 6270/-

MATERIAL TO मुक दंस्त ति वरील प्रमाणे नीद घेउन दुय्यम निक्रंक ... कार्ग ानी अवन्त्री किल्लाम् व हा सर्वप्र रेडिंग

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१) द्याम निर्विष्म , डांगे

ाक प्रका विकासीस्थानम् विकासीको स्थान (४ शेशी प्रकार की उचिया. शहर किए मिल्लिक कि है।

26 AM या जिळ्लाल्या कोक्त्मारात, उपन्नेभागाधन मान्यान बानेत्या रोख एकसेचे चलन St. 7 भारतीय ल्हेंट बैकेयध्ये/बारतीय रिशर्व वीकेय जो रिपालिंग विकासनारी किया औपानाकी एक्सकाने कार कीया होता कीयो किस्तावार होता होकोर्ग वास्तावार के पक्षा प्रामात सामै सहै का पाली है DENT TRUTH त काका की कुंचेर्या अवकाता गार्क मार्वे THE STATE OF zioi/ noce वेसे स्कीटा सके व प Eleis Toolly Tran क्. मार्ग पहा ये.का.मृ (२०,००,०००)- ११-८७ पीओ४ एच १७४ नमुना म. को. नि. ६ सर्वसा. २६-म शा.प., बित विभाग, क. संकीर्ण-१०८७/प्रक ८६/कोषा-४. दिनांक २२ सप्टेंबर १९५७. |नियम ११२ पहा] Gen. 26-M चलन ऋमांक या ठिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन भारतीय स्टेट बैंकेमध्ये/भारतीय रिझर्व बैंकेमध्ये भरणा करणाऱ्याने भरावयाचे विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे कोषागाराने/उपकोषागाराने/भारतीय, रिझर्व बैकेने/ भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरावयाचे जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे लेख्यांचे वर्गीकरण रक्कम मिळाली. विभाग: रुपये (आकडचांत) प्रधानशीर्ष उपप्रधानशीर्षः भरणा करण्यासंबंधीच्या प्राधिकारपत्राज्ञा तंपशील आणि गौणशीर्षः 2111/99000 संगणक संकेतांक षागार अधिकारी/बँकेचा व्यवस्थापक बरोबर आहे. पैसे स्वीकारावे व पावती चौंची. 510 TH 30. 4 218 दिनांक •स्वाक्षरी दिनांक :

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या ठिकाणच्या कोषागारान/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन भारतीय स्टेट बँकेमध्ये/मारतीय रिझर्व बँकेमध्ये

कोवागाराने/उपकोषांगांगने/भारतीय रिझर्व बैकेने/ विज्ञानीय अधिकाऱ्याने किवा कीपायागने नगवयाचै भारणा करणा यात्रे सरावयांचे क्रिकायतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे रबकम मिळाली नेडवांचे वर्गीकरण नाव/पटनाम आणि पंता विभाग प्रधानशीर्ष उपप्रधानशीर्ष **क्षेप्रपृ**ल लेखापाल भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि 101 (1) वर्ष गीणशीर्षः 1394 कोषामा / उपकीषामार अधिकारी/बैंकेचा व्यवस्थापव भरणा करण्याचा उद्देश 11994 संगणक संकेतांक 2101/ 29660 भरणा केलेली रनकम रुपये ७०९०/-बरोबर आहे, पैसे स्वीकारावे व पावती द्यावी (अक्षरी) रुपये 🚁 🗥 दिनांक भरणा करणाराची स्वाक्षरी गर रचनाकार दिनांक

नुबाक व न्त्यांकन ठाडी

कृ मागे पहा

सादरकता

दुरयम् निबंधक

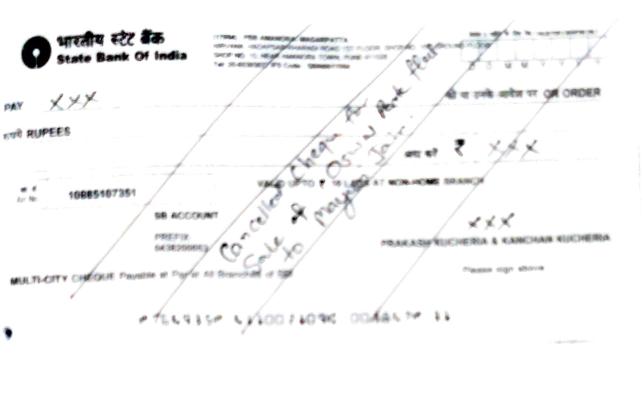
कार्यालयात देण्यात येईल.

नयार हाईल,

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न्रंदणीकृत डाकेने पाठवली जाईल. 39 m. दस्त्रऐडजाना/अर्जादा अनुक्रमांक 9 42 4 RETIFY - 5 - 17 19 19 CM प्रमाणित नक्छा (क्छम ५७) (फ्रोकिओ त्याया किया ज्ञापने (कलमे ६४ ते ६७) बाब भ इतर की (मानीन्य पानावरीन्त) गारीत्यमाणे की मिळाली. क्लम ३४ अन्वये - कलम १'१ अन्त्रये पध्ठांकनाची नक्ष्मेत्र फी नक्कल की (कोलिओ णंध किया निरीभण सादर करणाराचे नाव--दस्मऐवजाचा प्रकार-मांदणी की न्यम्हरम्ब

मूळ द्रस्त परत मिळाल दस्तारेवज छानी नाव दिलेल्या व्यक्तीच्या 🗲



छा.द.क. वर्ष पूर्वक. १५६५ ५९८ २४



बन्कम नवर ३५२५ तन १९८८ वे प्राव्या विशेषक वार्थ तारक्षेत्र २ व अ विशेषक वार्थ अवेरीत आणुन विका.

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क्रिकेट स्थान निरंपक ठाक

(त्रिकृ*टि*) ( इय्यम निवंधक ठावे

ARTICLES OF AGREEMENT made at Bombay this 23 day of FEBRUARY 1988 BETWEEN MESSRS. CSWAL AND ASSOCIATES, a Partnership firm, carrying on business at C/17-18, Jeshtaram Baug, Dadar, Bombay 400 014, hereinafter called "the Promoters" (which expression shall, unless repugnant to the context or meaning thereof, mean and include the Partners from time to time of the said firm, the last surviving partner, heirs, executors and administrators of the last surviving partner and its assigns) of the ONE PART AND

MR KUCHERIA PRAKASH BIRDICHAND

MES KUCHERIA KANCHAN PRAKASH
hereinafter called "the Flat Purchaser"

(which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the Other Part:

#### WHEREAS:

(A) (1) Vasant Shridhar Vaidya, (2) Shankar Krishna Mundale and (3) Anant Trimbak Pathak, the partners of Messrs. P.M. Enterprises are the owners of property situate at Village Panchpakhadi, Thane and more particularly described in the First Schedule hereunder written and

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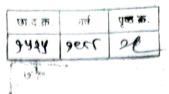
hereinafter referred to as ' the said property".

- (B) By an Indenture of Lease dated 18th October, 1962 the said Messrs. P.M. Enterprises demised the said property to Messrs. V. Pamlays Pvt. Ltd. for a period of thirty years commencing from the 18th day of October, 1962 at the monthly rent of Rs. 1,500/- and upon the terms and conditions mentioned therein.
- (C) Messrs. Hiralal and Co. filed a Company Petition No. 1 of 1972 in the Bombay High Court in Its Appellate Jurisdiction for winding up of the said V.Pamlays Pvt. Ltd. sometime in October, 1972.
- (D) By an Order dated 11th October 1972 passed by the Bombay High Court in the said Company Petition No.1 of 1972, the said V. Pamlays Pvt. Ltd. was ordered to be wound up and the Official Liquidator was appointed the Liquidator thereof.
- (E) The said property was ordered to be sold under the directions of the Bombay High Court.

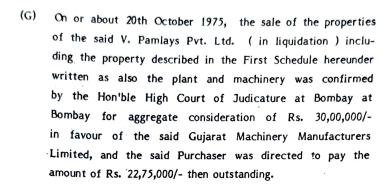
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(F) One Gujarat Machinery Manufacturers Limited, a Company having its registered office at Vithal Udyog Nagar, Karamsad, District Kaira in the State of Gujarat and its Administrative Office at Churchgate House, Veer Nariman Road, Fort, Bombay 400 023, by their letter dated 22nd September 1975 made an offer of Rs. 30,00,000/- to the Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. (in liquidation) for purchasing the said property as also other properties with the structures standing thereon and also plant and machinery etc. on the terms and conditions mentioned therein.



(H) The said Gujarat Machinery Manufacturers Ltd., by their letter dated 18th November 1975 intimated to the Official Liquidator and Liquidator of Messrs. V. Pamlays Pvt. Ltd. that they have nominated Messrs. Millers Machinery Co. Ltd. as their nominees for taking possession of the assets of V. Pamlays Pvt. Ltd. (in Liquidation) and purchased by them from the Official Liquidator.

(I) The said Millers Machinery Co. Ltd. paid to the Official Liquidator Rs. 22,75,000/- being the balance of the purchase price on or about 25th November 1975.

(J) By an Order dated 26th November 1975, on the report of the Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd., the said Official Liquidator was directed to handover the possession of the properties of the said V. Pamlays Pvt.Ltd. (in liquidation) inclusive of the

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h. K.P.K.



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property more particularly described in the First Schedule hereunder written as also the plant, machinery, stock-intrade etc. to Millars Machinery Co. and also directed the Official Liquidator to execute the Sale Deed in favour of the said Millers Machinery Co.

- (K) The Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. on or about 25th November, 1975, delivered possession of the said properties including the property described in the First Schedule hereunder written to the said Millars Machinery Co. as also delivered the plant, machineries, stock-in-trade etc. to the said Millars Machinery Co. in pursuance of the said Order of the High Court.
- (L) By an Agreement dated 30th April 1981 made between Millars Machinery Company Limited therein called "the Vendor" of the First Part Gujarat Machinery Manufacturers Ltd., therein called "the Confirming Party " of the Second Part and Messrs. Shri Gurukrupa Builders therein called "the Purchasers" of the Third Part, the said Millars Machinery Company Limited, agreed to sell to the said Gurukripa Builders inter alia:-
  - (i) All and singular the said piece or parcel of land or ground, situate, lying and being at Second Pokhran Road, Panchpakhadi, Thane, together with the messuages, hereditaments and structures standing thereon and more particularly described in the First Schedule thereunder written, together with the fixtures, installations, appurtenances in fee simple or an estate equivalent to fee simple in possession; and
  - (ii) all and singular the said pieces or parcels of leasehold land or ground situate, lying and being at Pokhran Road, Panchpakhade, Thane together with the structures, fixtures and installations standing thereon and more particularly described in the First Schedule hereunder written for the residue of the term and on terms and conditions contained in the said Indenture

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of Lease dated 18th October 1962 at or for the price and on the terms and conditions mentioned in the said agreement dated 30th April, 1981.

(M) On the same date i.e. on 30th April, 1981 Messrs, Millars Machinery Company Limited, handed over vacant and peaceful possession of the properties mentioned in sub-clauses (a) and (b) of clause I of the said agreement dated 30th April 1981, more particularly described in the First and Second Schedules thereunder written, to the said Shree Gurukrupa Builders. The property described in the Second Schedule thereunder written is the same as the property described in the First Schedule hereunder written.

(N) The said Shree Gurukrupa Builders paid to Messrs. Millers Machinery Company Ltd., the full consideration money payable by them to the said Millers Machinery Co. under the said Agreement dated 30th April, 1981.

By an Agreement dated 19th March 1982 made between (O) the said Vasant Shridhar Vaidya, Shankar Krishna Mundale and Anant Trimbak Pathak as partners of Messrs. P.M. Enterprises on the one hand and the said Shree Gurukrupa Builders on the other hand, the said Vasant Shridhar Vaidya and others agreed to sell to the said Shree Gurukrupa Builders the reversion of the said leasehold property under the Indenture of Lease dated 18th October 1962, to the i ntent that the said Vasant Vaidya, the said Shankar Mundale and the said Anant Pathak would execute a Conveyance of the said property described in the First Schedule hereunder written subject to the said Lease dated 18th October 1962 and would assign the benefit of the said Lease dated 18th October 1962 on the terms and conditions as mentioned in the said Agreement dated 19thMarch, 1982.

The said Shree Gurukrupa Builders paid to the said Vasant Vaidya, Shankar Mundale and Anant Pathak Rs.15,00,000/-being the full consideration money payable under the said Agreement dated 19th March, 1982.

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- The said Shree Gurukrupa Builders by an Agreement for (0) Sale dated 20th May, 1987, agreed to sell to the Promoters herein, amongst others, the said property including the right of reversion - agreed to be purchased by them for the said property and other property, for a total consideration of Rs. 65,00,000/- which amount has been paid by the Promoter to the said Gurukrupa Builders. Agreement is lodged for registration with the Sub-Registrar of Assurances at Thane, under Serial No. 3845/87 on 22nd July, 1987.
- The said Shree Gurukrupa Builders have put the Promoters (R) herein in possession of the said property.
- The Additional Collector and Competent Authority, Thane **(S)** Urban Agglomeration by his Order under Section 8 (4) of the Urban Land (Ceiling and Regulation)Act, 1976 dated 23rd February 1983 declared that the land-holding of the said Vasant Shridhar Vaidya, Shankar Krishna Mundale and Anant Trimbak Pathak is within the ceiling limit and they are not surplus land-holders.
- (T) Thane Municipal Corporation has granted Commencement Certificate bearing No. V.P. 84002 dated 28th November 1986 for construction of buildings on the said property.
- (U) Thane Municipal Corporation has passed and sanctioned plan for construction of about total 20 buildings on the said property as also a propertyin between the said property i.e. in addition to the property more particularly described in the First Schedule hereunder written. Other property is also included in the sanctioned plan for construction of 20 buildings.
- The Promoters are constructing many buildings out of V) the said 20 buildings, which are to be constructed on the property more particularly described in the First Schedule hereunder written. This Agreement is being entered into for Building No. 17. being constructed by the Promoters

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on the said property. The said Building No. 17 is hereinafter referred to as "the said building".

- (W) The Promoters are offering flats on ownership basis in the said Building.
- (X) The Flat Purchaser has inspected the site and seen the building under constructions and has taken inspection of all the documents as required under the Maharashtra Ownership Flats Act, 1963, including:
  - (i) Commencement certificate;
  - (ii) Sanctioned plans for buildings;
  - (iii) Xerox copy of the Agreement dated 20th July, 1987 between the said Shree Gurukrupa Builders and the Promoters herein; and
  - (iv) Xerox copy of the Order of the Deputy Collector and Competent Authority, Thane Urban Agglomeration dated 23rd February, 1983.
- (Y) The Flat Purchaser has agreed to acquire from the Promoters a Flat being Flat/<del>Shop/€ar Parking Space / Garage</del>

  No. 24 on the 2 floor of the said Building No.

  13 being constructed on the said plot of land described in the first Schedule hereunder written, on the terms and conditions hereinafter set forth:

# NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoters shall sell to the Flat Purchaser and the Flat Purchaser shall purchase from the Promoters on "Ownership Basis", a Flat being Flat / Shop / Gar Parking Space / Garage No. 34 on the 3 floor of the building No. 17. being constructed on the plot of land more particularly described in the First Schedule hereunder written. The said Flat/Shop / Car Parking Space/Garage for the sake of brevity shall hereinafter be referred to as "the said Flat". The Flat Purchaser shall pay

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to the Promoters, a sum of Rs. 3.07.500/- (Rupees Three lakha sever, thousand five hundredonly) being the purchase price to purchase the said Flat. The said price of Rs. 3.07500/-(which includes Rs. 5000/- being the proportionate price of the common areas and facilities and limited common area and facilities appurtenant to the said Flat is payable as follows:

- (20%) paid on or before the execution these presents as earnest Rs. 61500. (a) of
- (10%) on completion of plinth; 30450
- ( 5%) on completion of 1st slab; (b)
- (5%) on completion of 2nd slab; Rs. 15375 (c) 15375 Rs.
- (5%) on completion of 3rd (d)
- Rs. 15375 ( 5%) on completion of 4th slab (e)
- Rs. 15375 (5%) on completion of 5th slab (f)
- Rs. 15375 ( 5%) on completion of 6th slab (g)
- (10%) on completion in only brick walls Rs. 15375 (h) (i)
- Rs. 30750 (10%) on preparing doors and windows frame-work for the said Flat (j) same but not fitting of the
  - to the said flat;
- Rs. 15375 (5%) on fitting of tiles on the floors of the flat; (k) plastering
- Rs. 30750. (10%) On completion of (internal and external) (1)
- Rs. 15375 (5%) at the time of occupation of the flat by the Flat Purchaser. (m)
- This Agreement shall be subject to the terms and conditions mentioned in Annexure I hereto and the said terms and conditions shall be deemed to have been duly incorporated
- herein and forming part hereof. The following expressions used herein and in the

Annexure 'I' hereto shall mean the following, viz:-

The said Flat: shall mean Flat/Gar Parking Space/Open Garage No. 34 on 3 Building No. 17, called Himesiki.



Possession Date: December 1	203
Building Name : Himbirt	19 7
Monthly Contribution : Rs. 500/	per month
Address of the Flat Purchaser :	16 Advant Apart., Hear Deep mandes
Lat Bahadus Shoster m	aug, mulund (w) Bombay 400 080

- 4. The carpet area of the said Flat is 640 sq. ft. and the carpet area of the balcony/ies attached to the said Flat is 25 sq.ft.
- 5. The Flat Purchaser shall have <u>0.36</u>% undivided share in the common areas and facilities of the whole plot and <u>4.21</u>% undivided share in the limited common areas and facilities.
- 6. The said Flat shall be used for the purpose of residence/commercial/car parking only.
- 7. The common facilities for the whole of the plot are as under:-
- Paving around the building as per Thane Municipal Corporation Rules;
- (ii) Compound lights;
- (iii) Common Garden;
- (iv) Roads within the whole of the said property.
- 8. The Limited Common facilities for the said Flat are as under:-
- R.C.C. underground and overhead tanks with two pumps of approved capacity and make;

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(ii) R.C.C. staircase with Kadappa tread, R.C.C. pardi with wooden hand rail;

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- (iii) One light point per landing; and
- (iv) Passages on the ground floor as well as each floor of the building.



- to the place which has been easily formed by the dispersional August and the proposed as the changest de formers
- (i) parrier ration of Bustifuge for 7 Sungerie, g. September 9 Sparen
- (iii) The statement position of the finishing thos. ( % < and 12 and 13 will be changed.
- the said plot from the poblic road. The same will be shifted to North-West side from the present goal....
- (iv) There is also going to be a change in the length of Building No. 19 which will be reduced in view of shifting of the entrance and internal road from present position to the direction of North-West side, whereas the length of Building No. 20 will be increased.
- (v) In view of the change in the position of roads and entrance, there may be a change in location of Buildings.

  No. 12 and 13 and/or Garden adjacent to the same. The said buildings or anyone of them may be constitucted on the area at present shown as garden on the East-South side of the 30' wide road at present shown in the plan-
- (vi) There is also going to be a change in the location of area shown as garden.

The Flat Purchaser hereby gives his consent and permission to the Promoters to make all or any of the changes hereina t such time as the Promoters may deem fit and proper. The Promoters are also hereby authorised by the Flat-Purchaser to make any other change to the said plan as may be required of and incidental to the aforesaid changes proposed to be made by the Promoters. These permissions and consents are granted under the Provisions of Section 7 of the Maharashtra Ownership Flats (Regulation of the promotion and construction, sale, management and Transfer) Act, 1963.

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 The Flat Purchaser is aware that there may be a school building on the said plot having construction of over 3000 sq.ft.

11. The Flat Purchaser is also aware that the present building plans are sanctioned for the said property as also the other property. In case sub-division is not possible or ultimately no commencement certificate is granted for the other plot then the Promoters will be entitled to make necessary changes in the present plan. The Flat purchaser hereby gives his consent and permission to the same and the same shall be treated as permission given under section 7 of the said Act.

The Flat Purchaser is also aware that the plans are 12. sanctioned for the whole of the land and there is no sub-division or sub-divided plots on which the said Building is being constructed. The Purchaser is aware that there will be a cooperative housing society or common organisation of the Flat Purchasers of all the buildings to be constructed on the said land. However, if it is possible or feasible and permitted under the provisions of law to execute separate conveyance in respect of each and every building and the necessary land required to be kept open surrounding the same, then only there will be separate society or common organisation of each of the building and in that case there will be a separate conveyance for each of the building and necessary area is kept open surrounding and beneath the said building but not otherwise. However, in such case each society will be entitled to use the common facilities like garden, common road, common drainage line, common water pipe line, electric sub-station, if any, common electricity line, etc.

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13. Each of the Flat Purchaser and/or a common organisation or a cooperative society to be formed by the Flat Purchasers in this building and/or various buildings to be constructed on the said property, shall be liable to maintain, repair, renovate, reconstruct, re-build on the said property, the gardens, internal roads, electric sub-station, if any, drainage line, electric cables, common water pipe line, lights on the street or any other common facilities to be used and enjoyed by the occupants of the various



buildings. The liability shall arise to do so from the date the Plat Purchaser is put in possession of his flat or execution of the conveyance/s in favour of Co-operative Society/Common organisation of which he may become member, whichever is earlier. Thereafter the Promoters will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to that effect shall be made in the conveyance/s to be executed in favour of the co-operative society or common organisation to be formed by the various Flat Purchasers.

14. The Purchaser shall pay Rs. 300/- to Shri Bankimchandra P. Khona, Advocate and Solicitor, as his fees for preparing this Agreement on or before the execution of this Agreement for sale.

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

## THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY: ALL THAT piece or parcel of land together with structures standing thereon situate, lying and being at Panch-pakhadi, Thane, on the South side of Pokhran Road No.2, in the Registration Sub-District and District Thane and bearing Survey No. 54, Hissa No. 2 (part) and Survey No. 34, Hissa No. 1, and bounded as follows: That is to say:

On or towards the East partly by Survey No. 34, Hissa No.2 and partly by Survey No. 35.

On or towards the West by the factory premises formerly belonging to V-Pamlays Private Limited.

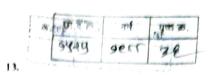
On or towards the South by Survey No. 53.

On or towards the North by Pokhran Road No. 2.

SECONDLY: ALL THAT piece or parcel of land together with structure standing thereon situate, lying and being at Panchpakhadi, Thane on the South side of the Pokhran Road No.2 in the Registration Sub-District and District Thane, bearing Survey No.54, Hissa No. 2 (part) and bounded as follows: That is to say:-

On or towards the East by factory premises formerly belonging to Messrs. V.Pamlays Pvt. Ltd.

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On or towards the West by Survey No. 55.
On or towards the South by SurveyNo. 53 and
On or towards the North by the Pokhran Road No. 2.

N.B.: The area of the aforesaid two pieces or parcels of lands is 22,492 square yards equivalent to 18,805.5 square metres and assessed at Rs. 9.57 for land revenue.

### THE SECOND SCHEDULE ABOVE REFERRED TO

#### LIST OF AMENITIES

- All structure shall be R.C.C. framed structure.
- All external wall shall be of B.M. or concrete block with water proof sand faced plaster from outside and Neeru finished cement plaster from inside.
  - All internal walls shall be 4 1/2" B.M. with Neeru finished cement plaster.

Flooring: For all rooms, kitchen, passage size:

- (a) Marble mosaic tiles 10" x 10" in white cement, machine, polished on lime mortar bedding.
- (b) Living room, bedroom, kitchen and passage shall have 5" skirting of Marble mosaic tiles of approved colour.
- (c) W.C. flooring shall be 6" x 6" white glazed tiles with 2'-6" dado in 6" x6" white glazed tiles.
- (d) Terrace shall be finished to required slopes with water proofing and Indian Patent stone.
- (e) Bath room flooring shall be polish ladi with 6" x 6" white glazed tiles full dado and concealed plumbing.
- (f) Above kitchen platform there will be a dado of 1'-0" height in 6" x 6" white glazed tile.

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- (a) All frames for door shall be made out of good quality seemed wood with cover moulding for all don't b.
- Prontmain door will be flush door with Feak (10) veneer on both sides and polished.
- Internal doors shall be commercial ply flush (e) type and oil painted.
- Bathmom, W.C. doors shall be Novapan panel (4) type with one glass panel at top and oil painted.
- All binges shall be exidised from and aluminium (a) fittings.
- good quality Window shall be Windows weed with glass. Windows in bath and W.C. à. shall be venetian type with glass. All windows shall be oil painted.
- Kitchen Pjatform: Black kadappa finish kitchen platform with kadappa sink. Length of platform including sink 7: shall be 7'-0":
- R.C.C Left over bath, amouth finished. Ħ.
- Fan heeks in all reems including kitchen. 9,
- , P.V.C. non ISI copper concealed wiring. Living room , I Light point, I Fan point, I Plug poing. 10.

; | Light Point, | Fan point, | Plug point Bed reem

, | Light point

; | Light paint, | Power paint W.C.

Bathreem

, I Light Point, I Pan point, I Power Kitchen

Paint:

: | Light point per landing

Stairease , | Light point Passage

; | Light peint entrance per Balceny

T.V. Antenna il Common point at the flat.



- 11. Plumbing: Plumbing and drainage work shall be as per Thane Municipal Corporation Rules and approved quality.
  - (a) W.C. pan white - 25" Indian style.
  - (b) Flushing tank of approved make
  - 1 No. wash basin 18" x 12" of approved make. (c)
  - Soil pipes and downtank rain water pipes will (d) be of A.C.
  - (e) Anti syphonage piping for W.C
  - Water connections through overhead water (f) tank and as per Thane Municipal Corporation rules.

Bath room: I No. cold water tap

I No. shower with C.P.shower rose

1 No. Gyser connection (with

Geyser.

1 No. cold water tap. W. C. :

Kitchen: I No. cold water tap

- R.C.C Suction tank water proofed of approved (g) pump 3 H.P. pumps with capacity 2 Nos. house.
- R.C.C. overhead water storage tank, water (h) proofed with manholes, ladder, etc. as per Thane Municipal Corporation Rules.
- Around building there will be a 4'-0" wide compound 12. pavement.

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All internal walls shall be treated with 3 coats of External walls with cement paint and lime wash., of approved colour scheme.

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SIGNED AND DELIVERED by the	)	
withinnamed Promoter	)	( ) (
MESSRS. OSWAL & ASSOCIATES	)	
in the presence of :	)	LSu.
	)	

Withinnamed Flat Purchaser/s

MR KUCHERIA PRAKASH

BIRDICHAND

MCL KUCHERIA KAMCHAM P
in the presence of:

NAME OF THE STREET STREET STREET

MCL KUCHERIA KAMCHAM P
in the presence of:

NAME OF THE STREET STREET

MCL KUCHERIA KAMCHAM P

IN THE STREET STREET STREET STREET

MCL KUCHERIA KAMCHAM P

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RECEIVED on or before the execution )
of these presents, of and from the withinnamed )
Flat - Purchaser, the sum of Rs. 61500/- )
(Rupees 12ty One thousand five )
being the amount of earnest or deposit to )
be by him paid to us. )

WITNESS:

WE SAY RECEIVED FOR OSWAL ASSOCIATES

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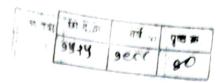
PARTNER PROMOTER

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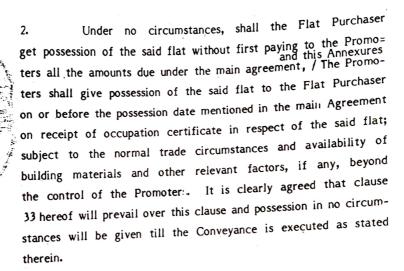
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#### ANNEXURE 'A'

(Being the terms and conditions for sale Flats/Shops/Garages/Car Parking Spaces forming part of the main Agreement)

1. The Flat Purchaser shall pay to the Promoters the instalments of price mentioned in Clause I of the Main Agreement on the respective due dated without demand, time being of the essence of the contract. On breach of this or any other condition, the Promoter will forfeit the earnest money paid by him and the Promoter may terminate this Agreement and dispose of the Flat to any other person. The Flat Purchaser shall in any event pay to the Promoters interest on the delayed payments at the rate of 15% per annum



- 3. The stamp duty and registration charges, including penalty, if any, payable in respect of this Agreement shall be borne and paid by the Flat Purchaser alone. The Promoter shall not be liable to contribute any amount towards the same.
- duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Flat Purchaser and/or the Promoter or the common organisation of Flat Purchasers before/organiser of the property in favour of the common organisation. The Flat Purchaser shall also pay

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to the Municipal Corporation, Government or other public body or authority development or betterment charges or any other cess, tax, levy or payment hereafter charged, levied or sought to be recovered in respect of the said plot of land, the said building and other structures standing thereon or any part thereof. The sale price of the said flat is calculated on the aforesaid basis and the Promoter is not liable to contribute any amount towards any of the above costs, charges and expenses and outgoings.

- 5.. In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before the transfer and conveyance of the said property to a common organisation, the Flat Purchaser shall deposit with the Promoter the amount proportionately or actually due in respect of the flat on taking possession of the said flat.
- 6. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of the said Flat or of any part of the said Building or the said plot of land to the Flat Purchaser.
- 7. During the course of construction, the Flat Purchaser may instruct the Promoter to make any addition or alteration in the said flat at extra cost provided the same does not involve any structural change and is permitted by the Municipal Corporation of Thane and the extra cost in respect thereof is paid in advance.
- The Promoter may complete any wing, part, portion or floor of the said building and obtain part occupation certificate and give possession of flat/s therein to the Purchasers of such flats and the Flat Purchaser herein shall not be entitled to object thereto. If the Flat Purchaser takes possession of the flat in such partly completed wing, part or portion or floor the flat in such partly completed wing, part or portion or floor and the Promoter or his agents or contractors carry on the remaining work with the Flat Purchaser occupying his flat, the Flat Purchaser shall not object to, protest to or obstruct

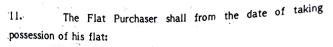
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in the execution of such work, even though the same cause any nuisance or annoyance to him.

- 9. The Promoter may sell, transfer or assign all its right, title and interest in the said property ( subject to the rights and interests granted herein to the Flat Purchaser) including in respect of the unsold flats in the said building but without in any manner affecting the rights of the Flat Purchaser.
- 10. The Flat Purchaser has already inspected the site and acquainted himself with the nature of the Promoter's title to the said property and its right to sell the said flat on 'Owner-ship basis' and shall not raise any requisition or objection thereto hereafter.



- (a) maintain the said flat at his own costs as a prudent p;erson in good and tenantable condition;
- (b) not use the same in violation of any provision of law applicable thereto;
- (c) not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- (d) not cause any nuisance or annoyance to his neighbours;
- (e) not throw any dirt, rubbish or other refuge or permit the same to be thrown in the said flat or in the compound or in any portion of the said building;

not do or suffer to be done anything in or about or to the said building or the said apartment or in the staircase and/or the common passages which

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may be against the rules or regulations and bye-laws of the Municipal Corporation and/or of any other competent authority;

- (g) not do or cause to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increased premium to be paid in respect thereof;
- (h) not demolish or cause to be demolished the said flat or any part thereof or make or cause to be made any change, addition or alteration whatsoever thereto or therein;
- (i) not refuse or neglect to carry out any work directed to the executed in the said building or int eh said flat after he has taken possession thereof, by a competent authority, or not require or hold the promoter liable for execution of such works;
- not encroach upon or make use of any portion of the said building not agreed to be acquired by him;
- (k) not restrain the Promoter or its servants and agents from entering upon the said flat for inspecting the same at any reasonable time or from carrying out any construction or repair work on any part of the said building or flat for the proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keeping clean and in good condition all surface, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

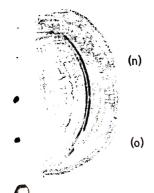
within one month of demand by the Promoter rectify any defect or want or repairs pointed out by the Promoter in the said apartment; THE STATES

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become a member of the proposed Co-operative Housing Society, adopt the Model Bye-laws as recommended by the Registrar of Co-operative Societies, Maharashtra State by actively assisting and co-operating in the formation of such common organisation and for that purpose from time to time sign all letters, writings, applications and documents and do all other acts, deeds, things and matters as the Promoter and/or such Co-operative Society shall reasonably require him to do. If for any reason, such a Co-operative Society cannot be formed, the Flat Purchaser shall actively assist in the formation of a common organisation as may be decided by the majority of the then Flat Purchasers and become and be a member thereof, and incur and pay all expenses of and incidental thereto proportionately:



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observe, perform and comply with all the bye-laws, rules and reulations of the common organisation of the Flat Purchasers in the said building; and

not sell, transfer, assign, let, grant leave and licence, dispose of or in any other manner deal with, dispose of or part with physical possession of the said flat or any portion thereof or his right, title and interest thereto or therein or under this Agreement to any other person before paying to the Promoter all the amounts due to it hereunder and without first obtaining its prior written consent.

12. The Flat Purchaser shall pay to the Promoter the 'Monthly contribution' due for the period commencing from 7 days after the said flat is offered for occupation to the Flat Purchaser, regularly on or before the 5th day of each and every month towards his provisional proportionate share of outgoings and expenses due in respect of the said flat on account of the following, viz:-

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(a) maintenance, repairs of the building, the compound, the compound walls, water pumps and electrical firtings, drainage and plumbing installations and firtings, etc.:

- (b) cost of keeping the property clean and lighted:
- decorating and/or painting the exterior of the building and passages and staircases;
- (d) municipal and other taxes, cesses, lease rent, levies and premium in respect of the insurance of the building, land revenue, etc;
- (e) salaries and wages of persons employed for watching and/or cleaning the property, maintaining records, etc.,and
- (f) all other outgoings due in respect of the said property including those incurred for the exclusive benefit of a Flat Purchaser or his tenement.

The amounts of deposits and outgoings payable by different Flat Purchasers have been fixed provisionally by the Promoter and the Flat Purchaser shall be bound by the same. After registration of the common organisation, such common organisation may revise and re-fix the amounts payable for different apartments. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the common organisation on transfer of the property to it as if it constituted a part of the deposit collected under clause 12 mentioned above, subject to adjustment and treatment in the same manner as therein mentioned. If the amount of monthly contribution fixed by the Promoter is found to be short, the Flat Purchaser shall pay to the Promoter such revised amount as may be fixed by the Promoter.

13. If all the flats are not sold by the Promoter before the common organisation is registered or even after the said property is transferred to the common organisation, the Promoter shall hold such unsold flat/s in its name not as member/s of



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such common organisation but as absolute owners thereof, and it shall not be subject to or governed by the bye-laws, rules or regulations including the tenancy regulations of such common organisation and the Promoter shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold flat/s to any person of the promoter's choice and the common organisation and/or its members being Purchasers of the flats in the said building, shall not object to any such sale or disposal by the Promoter nor shall it or they refuse to enrol the purchasers of such unsold flat/s from the Promoter, as members thereof. In the event of the Promoter not being able to sell and dispose of any flats remaining unsold on the date of registration of the common organisation or on the date of Conveyance of the property in favour of the common organisation on 'Ownership basis' on terms and conditions similar hereto, the Promoter shall be at liberty and entitled to allow such premises to be used temporarily by any person of their choice on a non-permanent basis pending disposal thereof on without obtaining the approval, sanction or consent of the common organisation and neither the Purchaser nor the common organisation shall be entitled to object to the same. For the period of such use and occupation of such unsold Flat/s by the Promoter through such persons, the Promoter shall pay to the common organisation only the actual outgoings due in respect thereof and shall not be liable

and regulations

14. If the Promoter is unable or fails to give possession of the said Flat to the Flat Purchaser within six months of the 'Possession date' mentioned in the Main Agreement, or such further extended date, as may be mutually agreed upon between the parties hereto, the Flat Purchaser may by a notice in writing, terminate this Agreement, and in such event, the Promoter shall within thirty days of such notice, refund to Flat Purchaser the earnest and all other amounts received

to contribute any amount towards sinking fund, repairs, etc. or for any other fund provided for under the Bye-laws, rules

The Conveyance to be executed in favour of the common organisation shall contain appropriate covenants to these effects.

or resolutions of such common organisation.

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from him together with interest—thereon at the rate of 9% per annum from the date of receipt till payment and thereafter neither party shall have any claim against the other in respect of this transaction and/or the said Flat and the Promoter shall be entitled to sell and dispose of the said Flat to any other person of their choice.

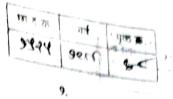
- 15. The name of the proposed common organisation shall include the name of the building. The name of the building and of the common organisation shall not be changed without the written consent of the Promoter.
- 16. The Advocate for the Promoter shall prepare and/or approve, as the case may be, the Deed of Conveyance and all other documednts to be executed in pursuance of this Agreement as also the By-laws or Memorandum and Articles of Association for the formation, reistration and/or incorporation of the common organisation.
- 17. The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any of the terms and conditions hereof by the Flat Purchaser. Nor shall the same in any manner prejudice any of their rights hereunder.
- 18. All letters, receipts and/or notices despatched by the Promoter under Certificate of Posting to the Flat Purchaser at his address given in the agreement shall be deemed to have been properly delivered to him.
- 19. The term 'Flat Purchaser' herein may include the female gender and in that event, the derivatives, terms used herein with reference to the said expression shall be constructed accordingly. If the Flat Purchaser be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, the survivors or survivor of them and his, her or their assigns and his heirs, executors and administrators. If the Flat Purchaser be a Company or Society, the said term



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shall, wherever appropriate, mean and include its successors and assigns. In other cases, the said term shall - wherever appropriate - mean and include all persons claiming right, title and in interest.

Purchaser including their successors

- used as Bank, dispensary, consulting room, nursing home, coaching classes, restaurants, hotels and such other purpose or purposes permitted under the law for the time being in force. The Flat purposes shall not object to the use of flat/s for such purposes.
- 21. The Flat Purchaser shall lodge the original hereof for registration with the Sub-Registrar of Assurances at Bombay within one month from the date hereof and intimate to the Promoter the serial number under which it is lodged and thereupon, the Promoter shall admit execution thereof.
- The Conveyance to be executed in favour of the a Co-operative Society or The Common Organisation shall provide that the Promoter will not hand-over possession of the said flat to the Flat Purchaser or the Society unless and until all the amounts which are due and payable by the Flat Purchaser to the Promoter under these present are paid along with interest, if any, payable. The Promoter shall have lien for the unpaid price along with interest, if any, payable to them under the said Conveyance and the Flat Purchaser and/or the Society in no circumstances will be entitled to possession even after the Conveyance is executed unless the Flat Purchaser shall have paid in full the amount along with interest, if any, to the Promoter.
- 23. The Flat Purchaser shall on or before delivery of possession of the said flat, keep deposited with the Promotor the following amounts:
- (i) Rs. 260/- for share money, application, entrance fee of the Society or Limited Company;

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- (ii) Rs. 1,000/- towards costs for formation and registration of the Society or Limited Company;
   and
- (iii) (1.5000)- towards proportionate share of taxes and other charges.

€ - 6,260/- Total

- 24. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Flat Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect thereof.
- Index available in respect of the land has not been utilised by the Promoter elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the plot or the layout not consumed will be available to the Promoter till the Conveyance of the property in favour of the Society is executed and thereafter the same will be available to the Society.
- 26. The Promoter shall utilise the sum of Rs. 1,000/-paid by the Flat Purchaser to the Promoter under clause 23 (ii) hereof for meeting all legal costs, charges and expenses, including provisional costs of the Adovcates of the Promoter in connection with formation of the Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws or Memorandum and Articles of Association (as the case may be) and the cost of preparing and engrossing the Conveyance.

27. A Co-operative Society of the Purchasers of the Flats in the saaid building will be formed and the Conveyance of the plot will be executed in fravour of such Society.

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by:

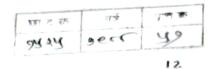
- The Promoter shall enter into separate agreements with Purchasers of different flats in the said building for sale to them on ownership basis - on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall enure for the benefit of all flat-purchasers in the said building and shall be available for enforcement not only against the respective Flat Purchasers thereunder but also against all flats-purchasers thereunder but also against all flatspurchasers in the said building and the provisions of such agreements shall bind to the extent applicable, transferees of flats from the original Flat Purchasers also.
- 29. The Promoter has furnished to the Flat Purchaser the Particulars of estimated outgoings of the Flat proposed to be bought by the Flat Purchaser.
- 30. A copy of the Certificate of Title of the Promoter to the plot of land issued by Messrs. Khona and Kayser, Advocates, Solicitors and Notaries is hereto annexed and marked Annexure
- ·31. So long as the flat in the building shall not be separately assessed by the . Thane Municipal Corporation, the Flat Purchaser shall pay proportionate share of water-tax to the Thane Municipal Corporation assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than residence/commercial/ car parking of the said apartment, the Flat Purchaser alone shall bear and pay such special taxes and rates.

Annex.'C' Hereto annexed and marked Annexure 'C' is a copy 32. of the plan of the said flat which has been approved by the Thane Municipal Corporation. Hereto annexed and marked

Annex. 'D' Annexure 'D' is a copy of the Extract from City Survey Record of the said property.

It has been clearly agreed and understood by and 33. between the parties hereto that irrespective of date of possession or any other terms and conditions of the Main Agreement





or of this Annexure, the Promoter will not give possession of the Flat to the Flat Purchaser unless and until the Conveyance of the whole of the property is executed in favour of a Cooperative Society to be formed of all flat-purchasers. This condition is of the essence of the contract. If there is any other condition or term in the main Agreement or in this Annexure which is inconsistent with this term, then this term shall prevail and to that extent, other terms and conditions shall not be binding on the parties. This condition is incorporated at the instance of the Flat Purchaser.

34. On the Flat Purchaser committing default in payment of any of the amounts due and payable on their respective due dates under the main Agreement (including his proportionate share of taxes levied by the concerned local authorities and other outgoings) or the Flat Purchaser committing breach of any of the terms and conditions of this Agreement, notwithstanding his other rights and remedies under this Agreement or under the law, the Promoter shall be entitled to terminate this Agreement:

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat-Purchaser fifteen days' prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions for which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within fifteen days after the receipt of such notice by the Flat Purchaser:

PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat which may till then have been paid bythe Flat Purchaser to the Promoter but the promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination



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of this Agreement and refund of the aforesaid amount by the promoter, the Promoter shall be at liberty to dispose of and sell the said Flat to such person and at such price as the promoter may in their absolute discretion think fit.

- with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has appointed a structural engineer for preparation of the structural design and drawings supervision of the Architect and the Structural Engineer till the completion of the said building.
- 36. The Promoter hereby agrees that on the Co-operative Society being formed by the Flats-Purchasers, they will get the Conveyance from the owners in favour of such Co-operative Society executed and shall make absolute, clear and marketable title to the said property of such owners and shall remove encumberances, mortgages or charges on the said property, if any, before execution of such Conveyance.
- 37. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat-purchasers. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter of the Society, as the case may be.
- 38. At the time of taking possession of flat, the flat purchasers shall pay to the Promoter such amount as they in their turn might have paid to the Maharashtra State Electricity Board as deposit for an Electric Meter to be fitted to the said flat.

K P. Kucheria

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KHONA & KAYSER (Regd)

Advocates, High Court, Bombay

Advocates and Notaries

solicitors and Notaries

solicitors and Port,

45, Tamarine St, Fort,

pombay 400 023. Phone: 272903

Padamel D.Rhone Notary, Inlan of India

Bankimirhandea p.Rhona Notary,Maharashtea Stata

Our Ref: No: 8/1970A/2, 176/87

Dates

# CERTIFICATE

of (1) Vasant Shridhar Vaidya, (2) Shankar Krishna Mundale and (3) Anant Trimbak Pathak to the property more particularly described in the Schedule hereunder written and have perused the (1) Vasant Shridhar Vaidya, (2) Shankar Krishna Mundale and (3) Anant Trimbak Pathak is clear, marketable and free from encumbrances, charges, and/or claims

- (A) By an Indenture of Lease dated 18th October, 1962, the said Messrs. P.M. Enterprises demised the said property to Messrs. V. Pamlays Pvt. Ltd., for a period of thirty years commencing from the 18th day of October 1962 at the monthly rent of Rs.1,500/- and upon the terms and conditions mentioned therein.
- (B) Messrs. Hiralal and Co., filed a Company Petition No. 1 of 1972 in the Bombay High Court in its Appellate Jurisdiction for winding up of the said V.Pamlays Pvt. Ltd. sometime in October, 1972.
- (C) By an Order dated 11th October 1972 passed by the Bombay High Court in the said Company Petition No. 1 of 1972, the said V. Pamlays Pvt. Ltd., was ordered to be wound up and the Official Liquidator was appointed the Liquidator thereof.

(D) The said property was ordered to be sold under the directions of the Bombay High Court.

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(E)

One Gujarat Machinery Manufacturers Limited, a company having its registered office at Vithal Udyog Nagar, Karamsad, District Kaira in the State of Gujarat and its Administrative Office at Churchgate House, Veer Nariman Road, Fort, Bombay 400 023, by their letter dated 22nd September 1975 made an offer of Rs. 30,00,000/- to the Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. (in liquidation) for purchasing the said property as also other properties with the structures standing thereon and also plant and machinery etc. on the terms and conditions mentioned therein.

(F' On or about 20th October 1975, the sale of the properties of the said V. Pamlays Pvt. Ltd. (in liquidation) including the property described in the Schedule hereunder written as also the plant and machinery was confirmed by the Hon'ble High Court of Judicature at Bombay for aggregate consideration of Rs. 30,00,000/-in favour of the said Gujarat Machinery Manufacturers Ltd., and the said purchaser was directed to pay the amount of Rs. 22,75,000/- then outstanding.

their letter dated 18th November 1975 intimated to the Official Liquidator and Liquidator of Messrs.

V. Pamlays Pvt. Ltd. that they have nominated Messrs.

Millers Machinery Co. Ltd. as their nominees for taking possession of the assets of V. Pamlays Pvt.

Ltd. (In Liquidation) and purchased by them from the Official Liquidator.

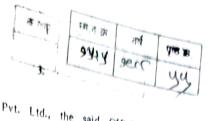
(H) The said Millers Machinery Co. Ltd., paid to the Official Liquidator Rs. 22,75,000/- being the balance of the purchase price on or about 25th November 1975.

By an Order dated 26th November 1975, on the report of the Official Liquidator and Liquidator of the said

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V. Pamlays Pvt. Ltd., the said Official Liquidator was directed to hand over the possession of the properties of the said V. Pamlays Pvt.Ltd. (in liquidation) inclusive of the property more particularly described in the Schedule hereunder written as also the plant, machinery, stock-in-trade, etc. to Millers Machinery

Co. Ltd. and also directed the Official Liquidator to execute the Sale Deed in favour of the said Millers Machinery Co.

The Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. on or about 25th November 1975, delivered possession of the said properties including the property described in the Schedule hereunder written to the said Millers Machinery Co. as also delivered the plant, machineries, stock-in-trade, etc. to the said Millers Machinery Co. in pursuance of the said Order of the High Court.

By an Agreement dated 30th April 1981 made betwen Millers Machinery Company Ltd. - therein called the Vendor of the First Part, Gujarat Machinery Manufacturers Ltd., therein called the Confirming Party of the Second Part; and Messrs. Shree Gurukrupa Builders therein called the Purchasers of the Third Part, the said Millars Machinery Company Limited, agreed to sell to the said Shree Gurukrupa Builders inter alia:-All and singular the said piece or parcel of

land or ground, situate, lying and being at Second Pokhran Road, Panchpakhadi, Thane,

together with themessuages, hereditaments and structures standing thereon and more particularly described in the First Schedule thereunder written, together with the fixtures, installations, appurtenances in fee simple or an estate equivalent to fee simple in possession and

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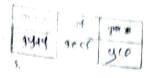
- of leasehold land or ground situate, lying and being at Pokhran Road, Panchapakhadi, Thane together with the structures, fixtures and installations standing thereon and more particularly described in the Schedule hereunder written for the residue of the term and on the terms and conditions cotained in the said Indenture of Lease dated 18th October 1962 at or for the price and on the terms and conditions mentioned in the said Agreement dated 30th April, 1981.
- (L) On the same date i.e. on 30th April 1981 Messrs.

  Millars Machinery Company Ltd., handed over vacant and peaceful possession of the properties mentioned in sub-clauses (a) and (b) of clause 1 of the said agreement dated 30th April 1981 more particularly described in the First and Second Schedules thereunder written to the said Shree Gurukrupa Builders. The property described in the Second Schedule thereunder written is the same as the property described in the Schedule hereunder written.
- (M) The said Shree Gurukrupa Builders paid to Messrs. Millers Machinery Company Limited, the full consideration money payable by them to the said Millers Machinery Co. under the said Agreement dated 30th April, 1981.
  - By an Agreement cated 19th March 1982 made between the said Vasant Shridhar Vaidya, Shankar Krishna Mundale and Anant Tribak Pathak as partners of Messrs. P.M. Enterprises on the one hand and the said Shree Gurukrupa Builders on the other hand, the said Vasant Shridhar Vaidya and others agreed to sell to the said Shree Gurukrupa Builders the reversion of the said leasehold property under the Indenture of Lease dated 18th October 1962 to the

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intent that the said Vasant Vaidya, the said Shankar Mundale and the said Anant Pathak would execute a Conveyance of the said property described in the Schedule hereunder written subject to the said Lease dated 18th October 1962 and would assign the benefit of the said Lease dated 18th October 1962 on the terms and conditions as mentined in the said Agreement dated 19th March 1982.

(0)

The said Shree Gurukrupa Builders paid to the said Vasant Vaidya, Shankar Mundale and Anant Pathak is Rs. 15,00,000/- being the full consideration money payable under the said Agreement dated 19th March, 1982.



The said Shree Gurukrupa Builders by an Agreement for Sale dated 20th July, 1987, agreed to sell to the Promoters herein, amongs others, the said property including the right of reversion agreed to be purchased by them for the said property and other property, for total consideration of Rs. 65,00,000/- which amount has been paid by the Promoters to the said Gurukrupa Builders. The said Agreement is lodged for registration with the Sub Registrar of Assurances at Thane under Serial No. 3845/87 on 22nd July, 1987.

- (Q) The said Shree Gurukrupa Builders have put the Promoters herein in possession of the said property.
- The Additional Collector and Competent Authority,
  Thane Urban Agglomeration by his ORder under Section
  8 (4) of the Urban Land (Ceiling and Regulation)
  Act, 1976 dated 23rd February 1983 declared that
  the land-holding of the said Vasant Shridhar Vaidya,
  Shankar Krishna Mundale and Anant Trimbak Pathak
  is within the ceiling limit and they are not surplus

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THE SCHEDULE ABOVE REFERRED TO

land-holders.

FIRSTLY: ALL THAT piece or parcel of land together with

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structures standing thereon situate, lying and being at Panchpakhadi Thane on the South side of Pokhran Road No.2 in the Registration Sub-District and District Thane and bearing Survey No. 54, Hissa No. 2, (part) and Survey No. 34, Hissa No.1 and bounded as follows: that is to say -

On or towards the East partly by Survey No.34, Hissa No.2, and partly by SurveyNo.35;

On or towards the West by the factory premises formerly belonging to V. Pamlays Pvt.Ltd.

On or towards the South by Survey No.53;

On or towards the North by Pokhran Road No. 2.

SECONDLY: ALL THAT piece or parcel of land together with structure standing thereon situate, lying and being at Panchpakhadi, Thane on the South side of Pokhran Road No.2 in the Registration Sub-District and District Thane, bearing Survey No.54, Hissa No.2 (part) and bounded as follows: that is to say:

On or towards the East by factory premises formerly belonging to M/s. V. Pamlays Pvt.Ltd.

On or towards the West by Survey No. 55;

On or towards the South by Survey No.53; and

On or towards the North by the Pokhran Road No.2

Bombay,

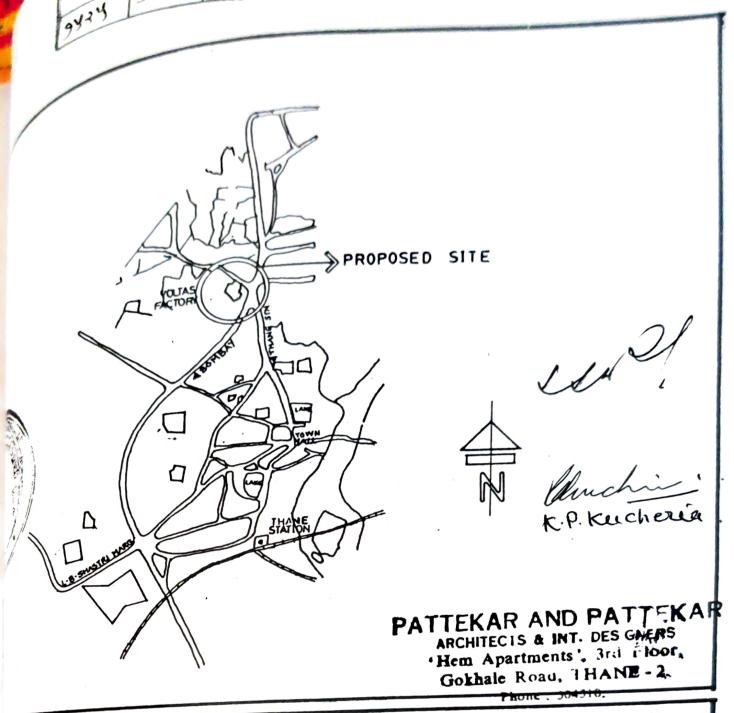
Dated this 7th day of August, 1987

FOR KHONA & KAYSER

Sd/-Partner

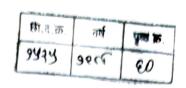
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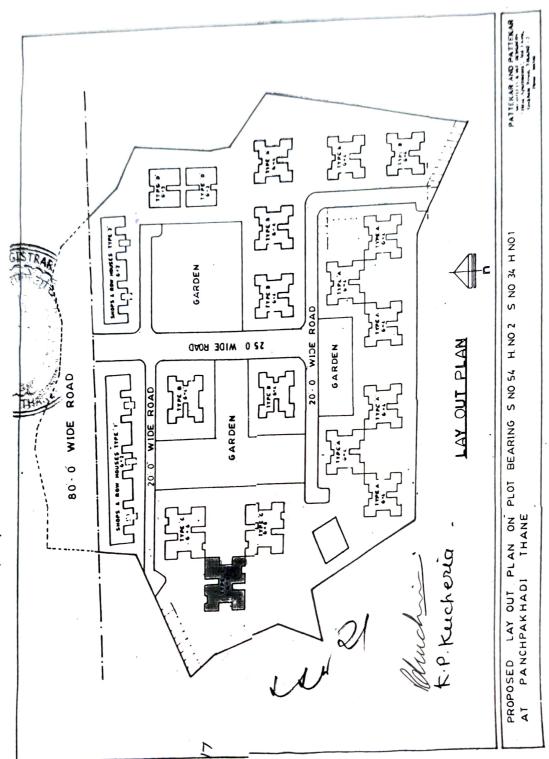
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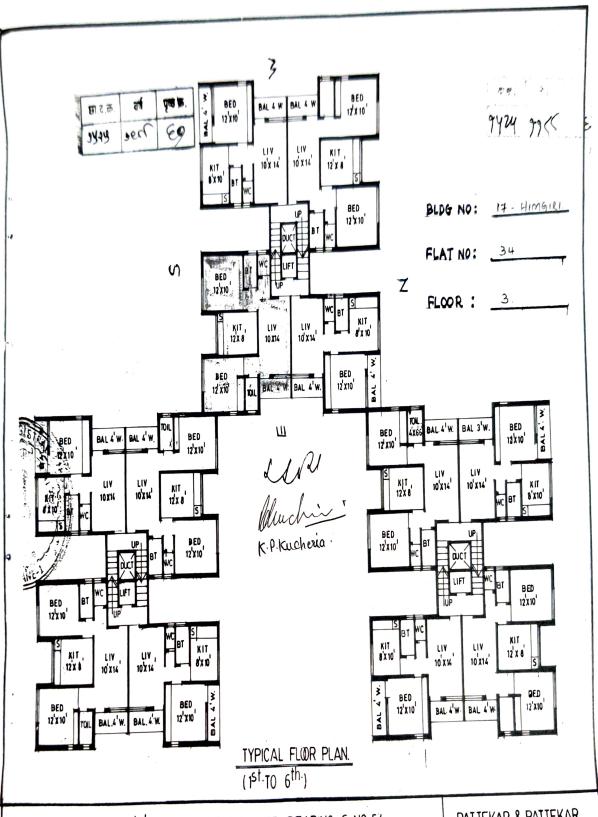
E PLAN OF PROPOSED RESIDENTIAL COMPLEX ON PLOT BEARING S NO 54

K.P. Kucheria





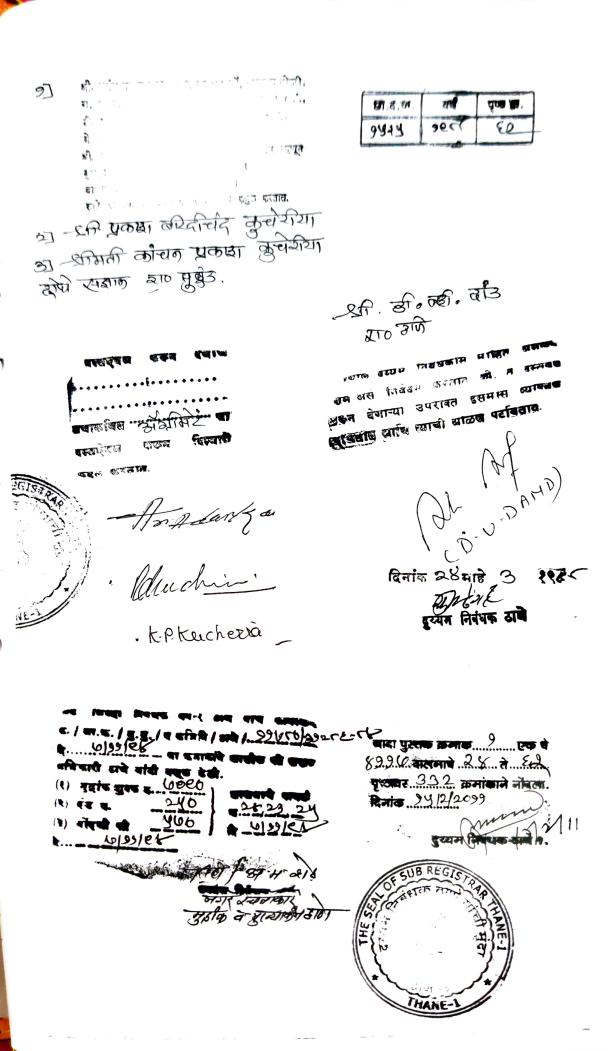
13149 HO. 17



PROPOSED 'C' TYPE BLDG ON PLOT BEARING S.NO.54, H.NO.2, S.NO.34, H.NO.1, AT PANCHPAKHADI, THANE.

PATTEKAR & PATTEKAR
ARHITECTS & INI DESIGNERS
130 B KARNIK HOUSE
GOKHALE MOAD

THANE (W).



# THANE MUNICIPAL CORPORATION, THAS:

(Regulation No. 3 & 24)

## Occupancy Cértificate

FOR BUILDING NO. :-	2,3,4,5(TYPE:-A	. G + 4), 11, 6) 19 - ROW	HOUSE (TYPE -2 -	G+2)
16 17 18	(LAbking same			

Date 0 9 04/08 TMC/TDD V. P. No. 84/002

Te M/S. PATTEKAR & PATTEKAR ARCHITECTS AND INT. DESIGNERS, THANE

FOR :- M/S. P.M. ENTERPRISES & V. PAMLAYS PVT. LTD.

> Sub: PROPOSED DEVELOPMENT ON PLOT BEARING S.NO. 54/ B( PT) , 34/1 (PT) AT PANCHPAKHAD!, THANE

Ref :- V.P. NO. 84/ 002

Your letter No. :- 8981 / Dt. 28.05.2007

Sir,

The Part / full development work / erection / re-erection or alteration in / of building / part building Nos. 2, 3, 4, 5 (TYPE:-A-G+4), 11, 12, 13 (TYPE:-B · G + 4) 16, 17, 18 (TYPE :- C - STILT + 6) 19 - ROW HOUSE (TYPE -2 - G + 2) Situated at :- PANCHPAKHADI, Road / Street :- POKHARAN ROAD NO. 2 , SECTOR NO. IV, S.NO. / C.T.S. NO./ F.P. NO.54/B(PT), 34/1(PT) Village / T.P.S. NO. PANCHPAKHADI, under the supervision of SHRI PRASHANT PATTEKAR, Licensed / Surveyor / Engineer / Structural Engineer / Supervisor / Architect / Licence No. CA/ 84/08688 may be occupied on the following Conditions.

1) THE THANE MUNICIPAL CORPORATION WILL SUPPLY THE WATER FOR THE DRINKING PURPOSE AS PER AVALIBILITY.

A Set of certified completion plan is returned herewith.

### साधधान

च्येषुं पंक्रीसोन्होरं दोयदात न करते हते। पदीर office No. नियमपार्क एटार पारदान छ। WIT Office Stamp. entle Date: dent (Sued by : 140 1 ...4

Yours faithfully,

10000 Executive Engineer own Planning Department Municipal Corporation of the Thane City.

Copy to :-

1) Collector of Thane

2) Dy. Municipal Commissioner Zone T.M.C.

3) E.E. (Water Works), T.M.C.

4) Assessor , Tax Dept. T.M.C. 5) Vigilance Dept. T.D.D. T.M.C.

## OSWAL HIMGIRI CO-OPERATIVE HSG LTD

REGN NO. REGD. NO. TNA/(TNA)/HSG/TC/7662/95-96DT-20.7.1995

### MAINTENANCE BILL

4 4 -- 2024 To 30-lun-2024

BILL FOR THE PERIOD OF 1-Apr-2024 To 30-Jun-2024				
	.KUCHERIA T NO.: 34	DUE DATE: 15	8	ILL NO. : 14/24-25 ILL DATE: 1-4-2024 AMOUNT
Sr.	PARTICULARS			
	ASSOCIATION CHARGES			2,025.00
1				1,014.00
2	PROPERTY TAX			690.00
3	WATER CHARGES			1,590.00
4	ELECTRICITY CHARGES			318.00
5	SINKING FUND			30.00
6	MOTOR CYCLE PARKING			466.00
7	NON- OCCUPANCY CHARGES			
2	MISCELLANEOUS CHARGES			1,044.00
'n	MAJOR REPAIR FUND			5,000.00
	,		TOTAL	12,177.00
	PRINCIPAL ARREARS:		ADD: INTEREST	r
	INTEREST ARREARS:		ARREARS	
			Less: ADVANCE	
			GRAND TOTAL	₹ 12,177.00

Amount in Words: Rs. Twelve Thousand One Hundred Seventy Seven Only

NOTE: E.& O.E.

1. Please pay your Bill on or Before Due Date because henceforth late payment will attracts interest @21% on entire bill

2. Write Flat No & Members name on the reverse side of the Cheque.

3. Rs 5000/- per Flat as per decision in AGM 30.09.2023

FOR OSWAL HIMGIRI CO-OPERATIVE HSG LTD

HON. SECRETARY / TREASURER

# OSWAL HIMGIRI CO-OPERATIVE HSG LTD RECEIPT

RECEIVED WITH THANKS FROM P.B.KUCHERIA [34]

SUM OF RS. TWELVE THOUSAND ONE HUNDRED SEVENTY SEVEN ONLY, AGAINST BILL No. 92/23-24 DATED 1-1-2024

#### ₹12,177.00

7

(Subject to Realization of Cheque)

, , , , , , , , , , , , , , , , , , , ,						
Rcpt.No.	Date	Chq.No.	Chq.Dt.	Bank Name	Mode	Amount
88	1-Feb-2024	IIDI	1-Feb-2024		Cheque/DD	12,177.00
	1-160-2024	011	1100 2021	Receipt Total:		12,177.00

This is a Computer Generated Invoice no signature required.



# भारत सरकार

## Government of India

प्रकाश बिरदिचंद कुचेरिया Prakash Birdichand Kucheria जन्म तारीख / DOB : 13/06/1948 पुरुष / Male



9634 5122 4971

आधार - सामान्य माणसाचा अधिकार



## गरतीय विशिष्ट ओळख प्राधिकरण Inique Identification Authority of India

पत्ता 17/34, हिमगिरी, ओस्वाल पर्क, पोखरण रोड-2, ठाणे, ठाणे, महाराष्ट्र, 400601

Address: 17/34, Himgiri, Oswal Park, Pokharan Road-2, Thane, Thane, Maharashtra, 400601

9634 5122 4971







## स्थार शेखा शेखा /PERMANENT ACCOUNT NUMBER ACPPK7393F





PRAKASH BIRDICHAND KUCHERIA

चिता का नाम /FATHER'S NAME **BIRDICHAND KUCHERIA** 

जन्म तिथि /DATE OF BIRTH

13-06-1948

हस्ताक्षर /SIGNATURE

आयकर आयुक्त-]. पुणे

Commissioner of Income-tax I, Pune

BILL OF SUPPLY FOR THE MONTH OF - मै-2024

#### PRAKASH B KUCHERIA

17/34 HIMGIRI OSWAL PARKPOKHARAN RD NO 2 THANA 400099

### प्रकाश बी कुचेरिया

17/34 हिमगिरी ओसवाल पार्क पोखरन रोड नं 2 ठाणा ४०००९९

बिलींग युनिट दर संकेत "

: 4726/VIKAS COMPLEX S/DN./THANE : 90/LT I Res 1-Phase

पोल क्रमांक

पी. सी./चक्र+मार्ग-क्रम/डि.टी.सी. :2/20/6223/0145/4726305 : 05804845274

मिटर क्रमांक

11950

महत्वाचे

रिंडीग ग्रुप

चाल् रिडिंग

मागील रिडिंग

गुणक अवयव

442

समा. युनिट युनिट

प्रवटा दिनांक

सुरक्षा ठेव जमा (रु)

चालु रिडिंग दिनांक

मागील रिडिंग दिनांक

मंजुर भार

एकूण वापर 442

300

:07-11-1990

:4.00 KW

:3880.00

: 02-05-2024

:02-04-2024

400

Meter Status: N
Bill Period: 1.00/ Meter Status: Normal

> छापील बिला ऐवजी ई-बिला साठी नोंदणी करा व प्रत्येक बिलामागे 10 स्प्रयांचा गो-ग्रीन डिस्काउंट मिळवा. नौंदणी करण्यासाठी :https://consumerinfo.mahadiscom.in/gogreen.php (GGN नंबर तुमच्या छापील बिलावर वरच्या बाजुला खव्या कोपऱ्या मध्ये उपलब्ध आहे.)

पदील महिन्याचे रिडिंग साधारणत:02-06-2024 ह्या तारखेला होईर

मोबाईल नंबर व ईमेल पत्ता चुकिचा असल्यास दुरस्त करा त्य www.mahadiscom.in\ConsumerPortal\QuickAccess येथे भेट दया

गॅनलाइन पेंमेंट सविधा https://wss.mahadiscom.in/wss किं वा मोबाईल ॲ महावितरणद्वारे सुरक्षित, सुलभ आणि ऑनलाइन पेंमेंट सुविधेचा अवलंब करा आणि 0.25%(जास्तीत जास्त रू500)सवलत मिळवा संबंधित प्रश्नांसाठी कृपया helpdesk\_pg@mahadiscom.in वर संपर्क साधा.

एप्रील-2024 228 मार्च-2024 जुन-2023 वीज वापर 353 2023 442

GSTIN.27AAECM2933K1ZB

07-05-2024 देशक दिनांक 6450.00 देयक रक्कम रा

27-05-2024 वेय विनांक 6530.00 या तारखे नंतर

भरल्यास

Scan this QR Code with BHIM App for



QP कोड्यारे भरणा केल्यास, मरणा दिनांकानुसार लागू असलेली तत्पर देयक भरणा सूट किंवा विलंब आकार पुढील देयकात समाविष्ट करण्यात येईल.

मध्यवर्ती तक्रार निवारण केंद्र 24X7 1800-212-3435, 1800-233-3435, 1912, 19120

ग्राहकांच्या तक्रारीचे निवारण करण्यासंबंधीचे नियम व कार्यपघ्दती महावितरणच्या संकेत स्थळ www.mahadiscom.in > ConsumerPortal > CGRF यावर उपलब्ध आहे .

आम्ही येथेही उपलब्ध आहेात



For making Energy Bill payment through RTGS/NEFT mode, use following details

o Beneficiary Name: MSEDCL o Beneficiary account no.: MSEDCL01000022291840

o IFS Code: SBIN0008965 , Name of Bank : STATE BANK OF INDIA , Name of Branch: IFB BKC

Disclaimer: Please use above bank details only for payment against consumer number mentioned in beneficiary account number dited in MSEDCL bank account will be considered as bill payment date.

# त्मची पसती आम्हाला सागा

ब्रॅंड, सामाजिक विषय तसेच वर्तमानातल्या मुद्यांवर तुमचा दृष्टीकोण काय आहे? आपलं मत सांगा ज्याने तुमच्या गरजा आम्ही जास्त चांगल्या प्रकारे समजू शकू.

9326508274 वर 'OPINION' व्हाट्सअप्प करा किंवा अँप डाऊनलोड करा

**MY INDIA** 

India's No. 1 Consumer Data Intelligence Company.

www.axismvindia.org

ग्राहक क्रमांक :000022291840 दर: 90 पी. सी. : B2 स्थळप्रत बिलींग युनिट: 4726 Rs. 6450.00 अंतिम तारीख 27-05-2024

A Section 1	The state of the s	The second secon
या तार े पर्यंत भरल्यास	16-05-2024	Rs. 6390.00
या तारखे नंतर भरल्यास	27-05-2024	Rs. 6530.00

बॅकेची स्थळप्रत

बिलींग युनिट

ग्राहक क्रमांक :000022291840

डिटिसी क्र. : 4726305 दर: 90 पी. सी. B2

अंतिम तारीख	27-05-2024	Rs. 6450.00
या तारखे पर्यंत भरल्यास	16-05-2024	Rs. 6390.00
या तारखे नंतर भरल्यास		Rs. 6530.00
या तारख नतर मरल्यास	21-05-202	

This Electricity Bill neither reflects a title nor is to be







