ARTICLES OF AGREEMENT made at Mumbai this day of the Christian Year One Thousand Nine Hundred eght Ninety Seven Between MESSRS. RELIANCE LAND DEVELOPERS registered Partnership Firm carrying on business at Bachubai Building 187, Dadabhoy Naoroji Road, Mumbai 400 001 hereinafter called 'the BUILDERS' (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor and their or his assigns) of the One Part AND SHRI ANIRUDHA ARUN SHETH & SHRI MAHESH ARUN SHETH both of Mumbai Indian inhabitant, hereinafter called 'the PURCHASER' (which expression shall unless otherwise repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators of the Other Part;

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WHEREAS prior to 8th April 1996 (1) MALTI RAJARAM DHURU, (2) SUDHAKAR RAJARAM DHURU, (3) ANILKUMAR RAJARAM DHURU AND OTHERS. (hereinafter called 'the Owners') were absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pleces or parcels of land hereditaments and premises situated, lying and being at Veer Savarlar Road, Dadar being Final Plot Nos. 1174 and 1175 of Town Planning Scheme No. IV, Mahim Area admeasuring 481 sq. yards and sq. yards respectively and more particularly first and secondly described in the First schedule hereun er written;

AND WHEREAS by a Deed of Conveyance dated 8th 1996 made between the said Owners as Vendors and Ap the Builders herein as Purchasers and registered with the Sub-Registrar of Assurances at Mumbai under No. 1903 of 1996. the said Owners granted and conveyed to the Builders 30% undivided share right title and interest in or to the said piece or parcel of land more particularly described in the First Schedule hereunder written together with exclusive right to use and occupy as owner thereof the portion of the above property admeasuring 488 sq. yards and structures that may be constructed thereon and more particularly described in

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the Second Schedule hereunder written for the consideration therein mentioned:

AND WHEREAS by an Indenture of Lease dated the 8th April 1996 made between the said Owners as Lessors and the Builders herein as lessees and registered with the sub-Registrar of Assurances at Mumbai under No. 2388 of 1996, the said owners demised unto the Builders herein said portion admeasuring 488 sq. yards and more particularly described in the Second Schedule hereunder written for a period of 998 years at the annual rent of RS-4-17- and on the terms and conditions therein contained:

AND WHEREAS the Builders at the request and by the direction of the said Owners constructed a building having 3 Wings viz. A, B and C on the said property more particularly described in the First Schedule hereunder written:

AND WHEREAS the Builders became entitled to consume and/or untilise the balance Floor Space Index (FSI) by constructing an additional wing to the said building on the said portion of the property more particularly described in the Second Schedule hereunder written : AND WHEREAS the Building plans in respect of the said additional Wing 'D' proposed to be constructed on the said property more particularly described in the Second Schedule hereunder written have been duly approved by the Municipal Corporation of Greater Mumbai under No. EB[2211] dated $\underline{11}$ day of \underline{May} 1992 and the requisite commencement certificates bearing No. $\underline{EB}[2211]$ dated $\underline{30}$ \underline{K} $\underline{0}$ \underline{C} 1992 has been issued:

AND WHEREAS the titles of the said Mrs. Malti m Dhuru and Others to the property more particularly described in the Schedule hereunder writter as on 8th April 19/65 is clear and marketable as is endenced by the Certificate of Title to Messrs Phadke & Co. a copy whereof is hereto annexed and marked Ex. 'A'.

AND WHEREAS the Purchaser has taken inspection of the prior title deeds and has satisfied himself/herself about the title Builders of the to the said property and shall not be entitled to further investigate the title of the Builders or to make any requisition or raise any objection with regards to any other matter relating thereto :



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WHEREAS the Purchaser has AND also taken inspection of the approved building plans, commencement certificate, specifications sactioned by the Municipal Corporation such relevant documents and other or contract with the Architect, Contractors etc. mentioned in the Rules of the Maharashtra Ownership Flats Act of 1964 and particularly items covered by (a) to (k) of Sub-section 2 of Section 3 of the said Act and Items of (a) to (g) of Rules 4 of the said Rules:

AND WHEREAS the Builders agree to construct the said building as per the sanctioned building plans and will be selling residential flats and shops and the open Cat-parking spaces, garages in the compound of the said nding, on what is known as Ownership basis with a view ultimately that the owners of all the flats, shops open parking spaces (and garages if permitted) and other spaces in the said building and in the compound should form themselves into a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (or ultimately become members of such society) and upon the owners of all flats and other spaces. the open car parking spaces (and garages if permitted) in the compound paying in all full their

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respective dues payable to the Builders and strictly complying with all the terms and conditions of their respective agreements with the Builders (in a form similar to this Agreements) the Builders shall execute the necessary Deed of Conveyance / Transfer in favour of such Co-operative Society :

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AND WHEREAS the Purchaser has agreed to acquire from the Builders Flat No. 501 on the 5th Floor of the said building and open car-parking space at Still floor level / garage Nes. <u>Shown</u> on the attached plan (hereinafter referred to as the "said remises") with full notice of the terms and conditions and use isions contained in the documents referred to hereinabove and sub, ct to the terms and conditions hereinafter contained :

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. The Builders shall under normal conditions, construct and complete the said building comprising of <u>Eight</u> flat / tenaments as per the sanctioned building plans. The Builders agree that it shall be the liability of the Builders to construct the said building according to the plans and specification approved by the Mumbai Municipal Corporation. As

recited above, the said building as sanctioned at present, is to consist of ground floor stilt and 7 upper floors, if F.S.I. in the locality is increased or the Builders procure, Transferable Development Rights before the said development project is completed and the completion certificate is issued by BMC and /or Builders decide to vary/amend the if the said sanctioned building plans, than and in such event the Builders shall be entitled to and shall construct such per such revised building plans. The building as op chaser hereby expressly consents to the same, so ong as the total area of the said flat and the specifications, amenities, fixtures and fittings therein are not reduced. This consent shall be considered to the Purchaser's consent contemplate by Sec. 7 (i) (ii) of the said Act.

AND WHEREAS on an about the 5^{th}_{th} day of Hay. —1987 the Purchaser approached the builders with a request to book on residential flat in the building then proposed to be constructed on the said piece on parcel of land more particularly described in the schedule hereunder written and deposited with the Builders a sum of Rs. 50,000/- (Rupees Fifty Thousand only.) in that behalf.

2. The Builders hereby agree to sell and the Purchaser hereby agrees to acquire the said premises, being Flat No. 501 on the 5th floor shown on the plan thereof hereto annexed and marked Ex. 'B' (which is as per the sanctioned building plans) at or for the price of Rs. 380000 / - (Rupees Thirty eight lock only). 1173.95 sq.ft. carpet area Approx (i.e. 109.06 sq.mtr.) (inclusive of the area of the balcony.) The aforesaid price of the said premises is inclusive of a sum of Rs. 380000 / - as the proportionate



3. The Purchaser hereby agrees to pay the consideration for the acquisition of the said flat being Flat No. 501 on the 5th floor in Wing D' as under :-

(1) Rs. 22,50,000/-

On execution of these presents, Vide Cheque No. 445850 \$445834 Dated 17/02/1998. BANK OF BARDA, PED

(2) Rs. 14,00,000/-

(3) Rs. 1,00,000/-______ Rs. 38,00,000/- Vide Cheque No. 005563 Dated 17/02/1998. SARASWAT CO-OP BANK, PBD Within 30 days from date of

Occupation. Certificate from Mumbai Municipal Corpn.

On execution of these presents,

The time for payment of the purchase price as provided in clause No. 3 herein above shall be of the essence of contract. The certificate of the Architects of this the Builders / Promoters shall be conclusive proof that the plinth or the respective slabs are completed and within seven days from the receipt of the notice from Builders the Purchasers. to The purchaser shall make the payment as herein provided. The Purchaser shall not be entitle to raise any objection as regards sugar letion of plinth or casting of the respective slabs on in regard to certificate of Builders 'Architect. In event of any portion of the said property being the by the BEST for putting electric sub-station acquired Builgers shall be entitled to give such portion to the the BEST or any other body for such purpose on such terms and condition as the Builders shall think fit.

4. If the Purchaser commits default in payment of any of the installments aforesaid on their respective due dates (time being the essence of the contract and/or observing and performing any of the terms and conditions of this Agreements), the Builders shall be at liberty to terminate this Agreement. In which event the said earnest money paid by the Purchaser to the

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Builders shall stand forfeited. The Builders shall, such termination refund to the Purchaser on however, instaltments of part-payment, if any, which may have the been paid by the Purchaser to the Builders then till but without any further amount by way of interest or Builders terminating this Agreement the on otherwise, at liberty to under this clause the Builders shall be sell and dispose off the said flat to any other person as the Builders deem fit, at such price as the Builders ev determine and the Purchaser shall not be entitled restion such sale or to claim any amount from the

5. Without prejudice to the aforesaid, the Builders shell be entitled to charge 24% interest on the amount installments in respect whereof a default has been committed by the Purchaser.

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Builders agree to hand over possession of The 6. the said flat to the Purchaser immediately upon the execution of the Deed of Conveyance in respect of the said plot of land more particularly described the on building the hereunder written together with Schedule be constructed thereon in favour of a Co-operative to

Society to be formed by the several purchasers of flats. in the said building. Subject to the above and also subject to the easy availability of cement, steel and other building materials and also subject to any act of God such as earthquake, floods or any other natural calamity act of enemy or war or any other cause beyond the control of the Builders, the Builders shall hand over possession of the said flat to the Purchaser on or before the 20th day of tamen 1998

PROVIDED THAT THE Builders shall be entitled to extreasonable extension of time for giving delivery of the stilat on he aforesaid date, if the completion of the building in which the flat is situated is delayed on account of

> Non-availability of Steel, Cement, other Building materials, Water or Electric Supply.

b. War, Civil commotion or Act of God.

c. Any notice rule notification of the Government and/or other public or Competent Authority. It is expressely agreed that upon delivery of possession of the said flat to the Purchaser, the Purchaser shall have no claim whatsoever against the Builders in respect of Items of construction work herein.

7. If for any reason the Builders are unable OF to give possession of the said premises fail to the Purchaser within date specified above, or within any further date or dates agreed to by and between the es, heteto, then and in such case, the Purchaser a Path shall and entitled to give notice to the Builders sterminating, the Agreement, in which event the Builders shall within two weeks from the receipt of such notice Refund to the Purchaser the aforesaid amount of earnest and they further amounts if any, that may have been Bomberind by the Builders from the Purchaser in respect of the said premises, as well as simple interest on such amount at the rate of 9% per annum from the date receipt of till repayment The Builders shall also pay to the Purchaser a sum of Rs. 5,000/- (Rupees Five Thousand only.) as liquidated damages in respect of such termination. Neither party shall have any claim against each other in respect of the said premises or

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arising out of this Agreement and the Builders shall be at liberty to sell and dispose off the said flat to any other person at such price and upon such terms and conditions as the Builders may deem fit. If as a result any legislative order or regulation of or direction of the Government or Public authorities, the Builders unable to complete the aforesaid building and/or are to aive possession of the said premises to the Purchaser, the only responsibility and liability of the Builders will be pay over to the Purchaser and everal other persons who have agreed to purchase or may purchase flats and other portions in the said building, the proportionate amount that may be received the Builders in pursuance of such order or bŷ legislation and save as aforesaid neither party shall ave any right or claim against the other under or in relation on this agreement or otherwise howsoever.

8. The nature, extent and description of the common areas and facilities and of the limited common areas and facilities shall be as under :-

(a) Common area and facilities :-

(i) entrance lobby of the building :

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Compound of the building i.e. the open areas (out of the said land) described in the second schedule hereunder written) appurtenant to the built-up area of the building, but excluding the open car-parking space & open ground space in the compound allotted/to be allotted to the respective purchaser and garages, if permitted and constructed.

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Four feet wide staircase of the building including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.

(b) Limited common areas and facilities :-

Landing in front of the stair on the floor on which the particular flat is located, as a means of access to the flat but not for the purpose of storing or as a

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recreation area, or for residence or for sleeping.

This landing is limited for use of the residence of the flats located in that particular floor for visitors, and thereto; but is subject to means of acess for other reaching the floors available to all residents and visitors.

9. Nothing contained in these presents is intended to bear not shall be construed to be a grant, demise or as animent in law of the said premises or the land, hereditaments and premises or any part thereof. Nothing contained herein shall deprive the builders of their rights to let to 'Hoardings' for advertisement from the compound / terrace of the building. It is expressely agreed that the Builders shall be entitled to sell to any person/s hoarding rights (including right to put up hoarding in the compound and on the terrace).

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10. The parties hereto specifically declare and confirm that :-

the Purchaser has inspected the property (a) and has ascertained for himself/ hereself/themselves that the work of completing the said building is still in progress and the said premises are not yet fir/ready for use and occupation ;

The Purchaser shall have no claim save and accept in respect of the particular flat hereby agreed to be acquired, that is, all open spaces, parking place, lobbles, staircase, lifts, terraces etc. will remain the property of the Builders until the whole operty is transferred to the proposed Limited Company, a Co-operative Society or Incorporated Body as hereinafter stated.

12. The Builders, shall have a right to make addition, alterations, raise storey or put additional structures as any time as may be permitted by the Municipal or other competent authorities, such additions, alterations structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they choose and the Purchaser hereby consents to the same.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flat in the said building if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace space intended for the exclusive use of the respective flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and 1 the Builders or the Society.

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as. PROVIDED that the Builders do not in any way unect or case prejudice to the right hereby granted in favour of the Purchaser in respect of the flat/shop parking space, common area agreed to be purchased by the purchaser, the Builders shall be at liberty to sell , assign, mortgage or otherwise deal dispose off their right, with or title and interest in the said land, hereditaments and premises and the building constructed and hereafter to be constructed thereon.

14. As soon as the building is notified by the Builders as complete, each of the flat/shop purchasers

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Purchasers) shall pay the respective (including the balance of price payable by them within 15 (Fifteen) days of such notice served individually or put at some prominent place in the said building. If any of the Purchaser fails to pay the arrears as aforesaid the Builders will be entitled to forefeit the amounts previously paid by such defaulting flat Purchasers who will lose all rights in the flat agreed to be taken by him.

903 Inder no circumstances the Purchaser shall be entitled to take possession of the said flat unless and until) 311 payments required to be made under this agreement by the Purchaser have been made to the Builders.

16. The Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said flat/shop agreed to be acquired by the Purchasers.

17. The Purchaser shall from the date of receipt by him of the notice from the Builders to take possession of the flat regularly pay every month a provisional amount of Rs. 3500 towards proportionate taxes, ground

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all rent and outgoings, expenses, maintenance charges, etc. The Purchaser hereby agrees to deposit a sum of Rs. 25000-(Rupees Twenty thousand on 112 towards the approximate share of the deposit of ground rent and maintenance charges with Builders and also a sum of Rs. 251/- (Rupees Two hundred fifty one only.) towards the Share Capital of the Co-operative Society or a Limited Company as the case may be. The balance of such deposit will be transferred to the Co-operative Society or a Limited Company as the case may be when former and registered and after the execution of Deed Conveyance or other documents in its favour.

18 In case any security or other deposit is demanded either by the Municipal corporation, Bombay Rectric Supply & Transport or any other authority for the purpose of giving water and/or electric connection to the said building or any other deposit demanded by any other local body or authority, the Purchaser shall contribute proportionately as may be determined by the Builders immediately on notice being given by the Builders to the Purchaser calling upon him to contribute towards the security deposit as stated above.

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So long as each flat in the said Building shall 19. separately assessed for Municipal Taxes not be and Water Charges, all the flat Purchasers shall pay the property taxes assessed on the whole building. such proportion to be determined by the Builders on the basis of the area of each flat in the said building. The Purchasers shall also bear and pay any increase in local taxes, water charges, insurances and such other levy, levies if any , which are imposed by the concerned local authority and/or Government and/or Public Author on account of change of user of the flat by the flat is used for any purpose other than residential purpose.

20 The Purchaser hereby agrees that in the event of any amount becoming payable by way of premium to the Municipal Corporation or to the State Government or betterment charges or development tax or any other or payment similar nature becoming payable of a by the Builders the Purchaser shall pay the same in proporation to area of the the flat agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.

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The Purchaser shall maintain at his own cost the 21. flat agreed to be acquired by him in the same good condition, state and order in which it is delivered to him abide by and shall all bye-laws, rules and regulations of the Government, Municipal Corporation and BEST, or any other authorities and local bodies and observe and perform the covenants / shall also onditions of the Indenture of Conveyance to be executed in favour of the Society and shall attend, and be responsible for all answer actions, ommisions, any of the conditions or rules or byeviolations of aws and shall observe and abide by all the terms and conditions contained in this Agreement.

The Purchaser hereby covenants with the Builders 22. to pay all the amounts required to be paid by the purchaser under this Agreement and observe and perform the covenants and conditions in this Agreement and the Conveyance to be executed in favour of the Cooperative housing society / incorporated body in respect of the said piece or parcel of land more particularly described in the Second Schedule hereunder written and the Building thereon and to keep the Builders indemnified against the said covenants and

conditions except so far as the same ought to be observed by the Builders.

The Purchaser hereby agrees and undertakes to be 23. member of the Co-operative Society, Limited Company, a Incorporated Body to be formed or in the manner hereinafter appearing from time and also to time to sign and execute the application for registration and other papers and documents necessary for the formation and registration Society and duly fill of the in mplete, sign and return within 10 days of the same being forwarded by the Builders to the Purchaser. No offection shall be taken by the Purchaser if changes or modification are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies 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 other Purchasers of flats in the said building. Failure to comply with the provisions of this clause will render this Agreement insofacto come to an end and the earnest money and other moneys paid by the Purchaser shall stand forfeited by the Builders.

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The Co-operative Society or Limited Company or 24. Incorporated Body of other the flat purchasers several formed shall join in the application to be made by when the Owners for requisite permission to transfer under the of Urban Land (Ceiling and Regulations) provisions 1976, such Society or Company shall give such co-Act, operation and assistance as may be necessary for obtaining the said permission. The Builders shall bta in respect of Coveyance the said property as atories id after obtaining the necessary permission of the Opmpetent Authority under Section 27 of the Urban Land Ceiling and Retulations Act, 1976.) The second secon any for eason, the Competent Authority shall exercise the option to purchase the said property on behalf of the State Government as provided in the said Section then and in that event, the right of the Purchaser for refund of the Purchaser price shall extent only to the amount received on the purchase and/or acquisition of the said property and the Purchaser shall receive from the Builders compensation and/or amount in the same proportion which the in purchase price paid by the herein shall Purchaser bear to the aggregate of the purchase price and by all the Purchasers of flats in the said building and the same shall be accepted by the

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Purchaser in full satisfaction of his/her claim for refund of the purchase price from the Builders. The Purchaser hereby covenants to 25. keep the flat partition. walls, sewers, drains, pipes and appurtenances thereto belonging in good and tenantable condition and in particular so as to support shelter and protect all the parts of the Building.

Di 128. The Purchaser shall not let, sub-let sell, transfet, convey, mortgage, charge or in any way encumper or deal with his interest under or the benefit of this Agreement or any part thereof till all the dues of whatever nature owing to the Builders are fully paid and only if Purchaser has not been guilty of breach non-compliance with any of the terms and conditions or this Agreement and until he obtains previous consent of in writing of the Builders.

27. The Purchaser shall permit the Builders and their surveyors or agents with or without workmen and others at all reasonable time to enter into and upon the said flat or any part thereof to view and examine the state and condition thereof and to make good within three months of giving of such notice in writing by the Builders to the Purchaser any breach or repair required

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to be effected therein.

28. The Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at reasonable time to enter into and upon all or any part thereof for the purpose of the said flat repairing any part of the building and for the purpose of making repairing, maintenance, rebuilding, clearing, and keeping in order and good condition all services. diein pipes. cables, water course, gutters, wires, pagy structures and other covenants belonging to or serving or used for the said building and also for the of laying down gas, water electric purpose line. maintaining, repairing or 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 of flat premises of the building in respect Purchaser or the occupier of any other where of the flat shall have made default in paying his share of the water tax.

29. The Purchaser shall not use the flat or permit the same to be used for any purpose whatsoever other than for the purpose for which it is sold nor any purpose which may be likely to cause nusiance or

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ammoyance to occupiers of the neighbouring properties nor for illegal or immoral purposes.

30. The Purchaser will not demolish or cause to be demolished the flat or any part thereof not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or апу part thereof. nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the sewers, drains, pipes in teraphable repairs and conditions and in particular, SO as to support shelter and protect the other parts of the builting in which the flat is situated and shall not chisel or in other manner do damage to coloumn. beems, walls, slabs or R.C.C. Paradise or other sturctural members in the flat without the prior written consent or the Builders and/or the Society.

31. After the possession of the flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser, in co-operation with the Purchaser, of the flats in the said building at

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their own costs and the Builders shall not be in any manner liable or responsible for the same.

32. The Purchaser Shall not do or permit to be done any act or thing which may render void or viodable any insurance of any flat in or any part of the said building or cause any increased premium to be payable in respect thereof.

33. The Purchaser shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown in said flat or in the compound or any portion of the building.

34.1% said building shall always be The known as 'PADMA PRABHU' Apartments and the name of the Coperative society or Limited Company or Incorporated Body to be formed shall bear the same name and this name shall not be changed without the written permission of the builders.

35. After the building is complete, ready and fit for occupation and after the Society or Limited Company or Incorporated Body is registered and only after all the flats in the said building have been sold and disposed of and all dues payable to them under the

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terms of the Agreement with various flat holders are paid the Builders will execute and/or cause to be executed a Deed of Conveyance and/or other document in favour of Co-operative Society, Limited Company or an Incorporated Body.

36. In the event of the Society or Limited Company Incorporated Body being formed and registered before 10 the sale and disposal by the Builders of all the flats building, said the powers and authority of the Society so formed or of the Purchaser herein and other Purchasers of flats in the said building, shall be subject to the overall control of the Builders in respect any of the matters of concerning the said building. the construction and completion thereof and matters appurtaining to the same and in particular all the Builders shall have absolute authority and control regards the unsold flats or the flats of which the as agreements are cancelled at any stage for one reason or other and the Builders have absolute authority regarding sale disposal thereof.

37. The Purchaser of shop in the building shall also be admitted as a member along with the other flat Purchaser even if a Co-operative Society is formed and

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he/she or they shall be bound by all the rules and regulations and bye-laws of the said Society.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flat in the said building if belong exclusively to any shall the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be nclosed by the flat purchase till the permission in writing is obtained from the concerned local authority and he Promotors or the Society.

Untill the execution of the Deed of Conveyance 39 favour of the proposed society or Ltd. Company, it in is hereby expressely agreed that the terrace or terraces in the said building shall always belong to Builder and they shall be entitled to deal with and the dispose off the same in such manner as they may deem event of the Builder obtaining permission fit. In the Municipal Corporation from the for construction of flat/tenament/pent house and/or any other premises the terrace and the terrace shall constructed on then be in exclusive possession of the Purchaser of such

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flat/tenament/pent house and/or other structure constructed thereon. Society and/or The other Limited Company that may be formed by the Purchasers of flat/ tenament/pent house and/or other premises that may be consturcted on terrace the as aforesaid shall admit as member and shall allot to such Purchaser its of flat/ tenament/pent house and/or other sturcture as may have consturcted on been terrace alongwith the the terrace. In the event of any water storage tank for the building constructed being on the terrace, then the society and/or Limited Company, as the case may be shall be entitled to depute its representative to the terrace or repairing tank during such time as may be mutually agreed upon by the Purchaser of flat on the terrace, and the Society and/or Limited Company as the case may It is also understood and agreed by and between be. the parties hereto that the terrace space in front of the terrace flats in the said or adjacent to building, if any, shall belong exclusive to the respective purchaser of flat and such terrace spaces the terrace are intended for the terrace flat Purchaser after the property in favour of the proposed conveyance of co-operative Housing Society in its registration/formation of Limited Company as case may

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be. The said terrace shall not be enclosed flat purchaser till the permission in by the writing is obtained form the concerned Municipal Authority and the Builder or the Society or as the case may be, the Limited Company. PROVIDED however, always that nothing contained shall be construed as waiver of the contract/ conditions to those of rights contained in the Clause No. 9 hereinabove.

40. Any delay or indulgence by the Builders in nforcing the terms of this Agreement or anv forbearance or giving of time to the Purchaser shall not e construed as a waiver on the part of the Builde's or any breach or non-compliacne of any of the terms and conditions of this Agreement by the Purchaser 2.33shall not in any manner prejudice the rights of the Builders.

41. All letters, receipts and/or notice issued bv Builders despatched under Certificate of Posting to the the address known to them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser effectually discharge and the Builders and for this purpose the Purchaser has given the following

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address SHIR. ANIRUDH ARUN SHETH. Kamana Co-op. Housing Society Ltd., 7th Floor, Prabhadevi, Dadar, Mumbai 400 028 the If . 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 and conditions of this Agreement whether terms before or after the delivery of possession within the time specified or if herein any of the Purchaser shall in any way fail to perform or observe any of the covenants and stipulations on his part herein contained then in that event. the Builders shall be entitled to re-enter and resume possession of the said flat and thins whatsoever, therein contained, and everva this Agreement shall cease and stand terminated and theearnest and all other monies already paid by the Purchaser to the Builders shall stand forefited to the Builders and the Purchaser shall have no claim for refund or repayment of the said earnet money and/or the said other amounts already paid and in such event the Purchaser shall be liable to immediate ejectment as a trespasser and the right given be this clause to the Builders shall without prejudice be to any other rights, remedies and claim whatsover at law or under this Agreement of the Builders against the Purchaser,

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without Prejudice to the aforesaid, the Builders shall be entitled to change 24% interest on the amount of instalments in respect whereof a default has been committed by Purchasers.

42. This Agreement shall be registered with the Sub-Registrar of Assurance at Bombay under the provisions of the Indian Registration Act, 1908 and the costs, charges and expenses in respect thereof shall be borne and paid by the Purchaser alone. The Purchaser shall lodge the said Agreement for registration with the Sub-Registrar and shall inform the Builders the serial hundber under which it has been lodged for registration to enable the Builders to admit the execution thereof.

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43.4 This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1964 and Rules made thereunder or any other provisions of law applicable thereto.

- 44. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company or Incorporated Body as well as the preparing, engrossing, stamping costs of and registering all the agreements, conveyance, deeds or

...33...

any other documents or documents required to be executed by the Builders or by the Purchaser as well as the entire professional costs of the Advocates of the Builders in preparing and approving all such documents shall be borne and paid by the Society or Limited Company or Incorporated Body or proportionately by all the holders of the flats in the said building. The Builders shall not contribute anything towards such expenses. The proportionate share of such costs. charges and expenses payable by the Purchaser shall be paid him immediately on demand.

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

: THE FIRST SCHEDULE ABOVE REFERRED TO : FIRSTLY : ALL THAT piece or parcel of land situated lying and being at Veer Savarkar Marg, Dadar. being final Plot No. 1174 of Town Planning Scheme No. IV. Mahim Area, admeasuring 481 Square yards together with structure standing thereon bearing cadastral survey No. 86 of Mahim Division in the Registration District and Sub-District of Bombay City and Bombay Suburban and bounded as follows :

that is to say :

...34...

On or towards the EAST : Veer Savarkar Marg On or towards the WEST : Final Plot No. 1173 On or towards the NORTH : College Lane On or towards the SOUTH : Final Plot No. 1175

SECONDLY : ALL THAT piece or parcel of land situated lying and being at Veer Savarkar Marg. Dadar. being No. 1175 of town Planning Scheme Final Plot No. IV Mahim Area, admeasuring 1358 square yards together with the structure standing thereon, bearing cadastral Survey No.3/86 of Mahim Division in the Registration a trict and Sub-District of Bombay City and Bombay aburban and bounded as follows : that is to say :

On or towards the WEST : 15 Feet wide access Road On or towards the EAST : Veer Savarkar Marg On or towards the NORTH : Final Plot No. 1173 & 1174 On or towards the SOUTH : Final Plot No. 1176

: THE SECOND SCHEDULE ABOVE REFERRED TO :

ALL THAT piece of parcel of land hereditaments and premises situate lying and being at Veer Savarkar Marg, Dadar, forming part of Final Plot No. 1174 and 1175 of Town Planning Scheme No. IV Mahim Area bearing

or J

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Part of Cadastral Survey No. 86 and 3/06 Mahim of Division admeasuring 481 sq. yards i.e. 408.03 metres sq. the Registration in District and Sub-District Bombay of City Bombay and Suburban and bounded follows as

On or towards the EAST : Final Plot No. 1175 On or towards the WEST : 15 Feet wide access Road On or towards the NORTH : Final Plot No. 1173 On or towards the SOUTH : Final Plot No. 1176

SIGNED SEALED AND DELIVERED BY the withinnamed Builders : MBSSRS RELIANCE LAND DEVELOPERS.

by the hand of its partner

SHRI. RAJENDRA HIRALAL GANDHI KIRIT J. MEHTA in the presence of

2.

For Relaince Land Developers K.J. <u>Mello</u> Partner. SIGNED SEALED AND DELIVERED BY THE WITHINNAMED PURCHASER : 1. SHRI ANIRUDHA ARUN SHETH 2. SHRI MAHESH ARUN SHETH

in the presence of

RECEIVED the day year) first hereinabove written of and) from the withinnamed Purchaser a) sum of Rs. 36,5000/4 Rs. Thirty Six) (h fi)+y Thomsond) being the amount of earnest money to be paid by him

to us.

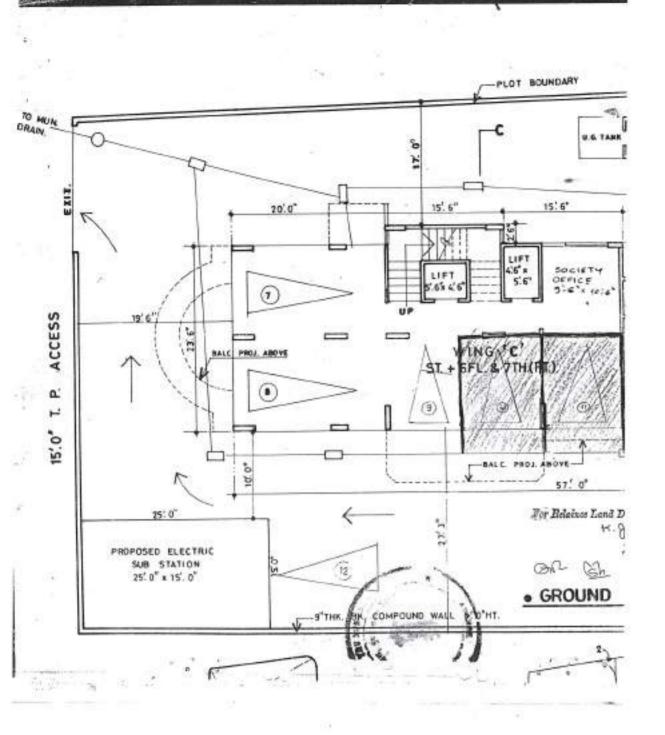
) Rs. 3650000

WITNESSES

WE SAY RECEIVED : FOR MESSRS RELIANCE LAND DEVELOPERS

K. J. Mehta

PARTNER.



and yez The CLASSICAL -910 · · areas · . ॥° ি ৰামস্যাই বৰ্গমান বুল্বৰ মিৰ্মায়ৰ 20,000 -00 114 ৰা হাই আহতিয়ায় প্ৰথ 200 -0 बोटो की (पाने 900 -w . 20300 -0 Janes 9 की अनिमह्य अठण रोठ नय 30 रेखे जावाम जापार 2) का जेहरा अस्ता जोठ वम 2-12 न्यावाम - व्यापार बार्व भी 409 पडाप्र्य नीर सावरकर माहा, aller & gas 200022. मा किसेट जातादाय मडता में Eodd जाणार जी 703 किमेककर एख- के मोदारेड राष्ट्र फिर्ज राष्ट्र र के जी रिजयहम रिंग्ड उक्कीप्री की BUIRT BRARER K.J. Mehta

- इस पिपक आप जोलवाणी। जान्यरी ता नामीनाय हापाछे गांववर वारी, अव्ये जान्यरी ता नामीनाय हापाछे गांववर वारी, अव्ये 2) का केकात जार दाकीया जायती ही जीन रेपता. 2 AILIN - 1- 514. di: 4/21 -----9) Laluoni Deepa Butit 2) Anna Gra & subjec a carpiter strang strat (305) have ragin 9550 at using usancent about of haven And wing Ford. DELLE Sta Lais mar yezler nin: 911/c

adis yezfel 20th DAY OF Jan. 1998. ATED THIS cs gb MESSRS RELIANCE LAND DEVELOPERS 150 AND odder Anirudha Arwn Sheth & Mahesh A. Sheth, april 6 V : AGREEMENT: A. PHADKE. н. E & SOLICITOR ADVOC 00 0 0

PH ADKE 80 G.

D-ROAD, KRISHNA MAHAL MARINE DRIVE, ATH FLOOR, 30 60 SOS 4941629 ADVOCATES, SOLICITORS & NOTARY Sandhi Chetay Stor Patwa

BOMBAY 400 020. TEL.: 201 43 04

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Apr11 29, 1994

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Messrs Rellance Land Developers ...

Dist. Dear Sirsin Lenis NUMB SINUTL FORL TO A NUMBER 112010 TAET OF

Sec 1 animareabrSale of property at VeersSavarkar Tought R 100 C 100 「「「「「「「「」」」」」」」」」」」」」」」」」」」」」」」」」」」 大きので To SMEDI ALL DOWNER

i. Marg, Dadar noeteid anlineSmterMalati Rajaram Dhuru & Others "V. eteop

the second Vall Vadmos ToMessrs Reliance Land Developers Total and and

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Rajaram Dhuru & Others to the above property agreed to be : Use of al Janu We have investigated the 5 title of Smt. Malati 1 the Methodo Louis E NEGREC & 2

Rajaram Dhuru (2) Sudhakar Rajaram Dhuru and (3) 2 Anil purchased by you. We hereby certify the title e of (1) Smt

and free from encumbrances. the First Rajaram Dhuru to the property more particularly described Schedule hereunder written as clear, marketable A Sec. 5

Schedule hereunder written as clear, Patil to the property more HUF (4) Mrs. Latika of his HUF (3) Anil Hajaram Dhuru for self and as Karta of his Rajaram Dhuru (2) Sudhakar 40.10 We hereby also certify the title of (1) Manchar Vaidya and (5) particula rly described in the Second Rajaram Dhuru for self and as karta marketable free from Mrs. Sheela Manohar Sut. Ma 二月出し Lati

encumbrances.

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CO 88 CU N PRIMART! MARRIE . 000 000 12.00 18 35 DHIM ATH FLOOR, ALL THAT piece or parcel of land situate lying and pue being at Veer Savarkar Marg, Dadar, being Final Flot No. 1175 5 of Town Planning Scheme No. IV, Mahim Area, admeasuring 1,358 REFERED TO . together with structure standing thereon Veer Savarkar Marg; Veer Savarkar Marg; ALL THAT PIECE Or parcel of land situate lying No.1174 of Town Planning Scheme No. IV, Mahim Area, admeasursquare yards together with the structure standing thereon Bombay City the Registration District and Sub-District of Bombay City Say I THE SECOND SCHEDULE ABOVE REFERENCED TO Marg, Dadar, being Final Plot a. D'astaid ar 0200 that 1s 3 is to ġ, DI Xn in the Registration District and Sub-District of that ABOVE follows :-Final Plot No. 11735 No. 1174; # SROTIDIJON Plot No. 1176; B Bombay Suburban and bounded as follows SCHEDULK ců. +Bombay Suburban and bounded as Final Plot Churt Start 3 : THE FIRST Final and being at Veer Savarkar •• ** •• ** NO. 757 CS2, 14 TQ.A., - 31AO On or towards EAST towards sourh ing 487 square yards NORTH On or towards WEST (C) bb: On or towards Transa and 4O 8 bug

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MAHARASHTHA REGIONAL AND TOWN PLANNING AUD, TOWN PLANNING SCHEME BOMBAY CITY No. No. 83/221/4 (FORM 'C') (MAHIM AREA) 1966

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THE MUNICIPAL CORPORATION OF GREATER BOMBAY Dated: 30/10/92

(Valid for 12 months from the date of issue) COMMBNCEMENT CERTIFICATE LOCAL AUTHORITY

on Final Flot No. 1174 Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No XIVII of 1966) to SHRI: - RAJENDRA H. GANDHI 100 AUSed Middutia 6100 with Convenience Permission is hereby granted under section 69 of the Chiddoys

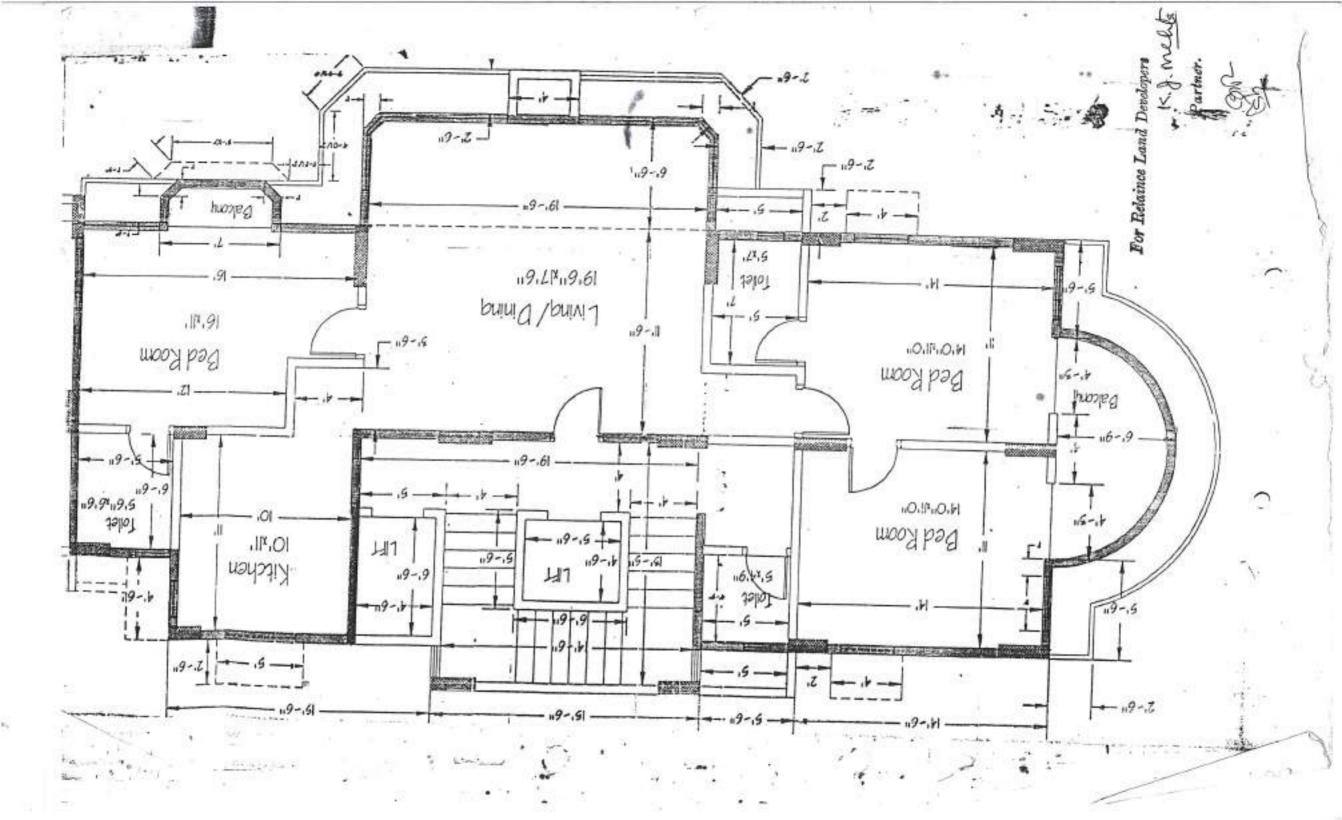
on the following conditions viz. Lower Parel Division, situated at Ξ Micadestrial Survey No. Mechy m

Haot or work of portion thereof, mentioned in the difection, to be TRAN deriving title through or under him. If any such direction is not complied with within such time as the Municipal Commissioner permission is granted by this certificate, or any portion thereof to be pulled down or removed and every such direction shall be complied with by the Applicant and every person at any time direct the building or work; in respect of which permission is granted by this certificate, or any portion the Municipal Commissioner may cause the building The Municipal Commigseioner for Greater Bombay, may

Planning Scheme). which permission is granted by the certifcate and the premises had fendined by the certifcate areoted or carried outenation they were monstate 15.8.63 (being the date of publication in the Act, Acquisition Act, 1894 purposes of Permission hereby granted and the said premises shall respect of any building or work carried out by wirtue of the applicant or any person interested in the said premises, the Local Authority declaration intention to make a Town -1966, be treated if the building or work, in respect of (2) No compensation shall be claimable or payable to the any claim, for compensation, whether under the Land the date of publication in the official Gazette or the Maharashtra Regional & Town Planning ertifeate had not been a same state and condition in

entine wark of phase I (i.e. up to 6th flowers hither entered NO LEB/2211/H & 25/9/92 Porcut

erectio Termine. Elve: down or removing any the thin 7(seven 80 the hiar DB4 The conditions of whe certificate shall bind not it Souemeyaffect building LIB48 this certificate deposit with the Winicipal (3) The applicant shall, before commencing the end of the building or the execution of the work, for which pe Granted by this certificate deposit with the Nunicipal Amissioner for Greater bombayy in cash such hum as the missioner may, in his discretion require, and the sum the sum or under towards 88 ridminis tr giver under WAB In h AT TON 世 n o 目 o . 880 any cash so deposited. be retrined the applicant wilding or work in respect of which such directions Auth Greater in his discretion require, and Authority, the amount of such exc complied with, be applied Pulling down or removing such throug under Lover 1966 w executors, 009. the Town Planning any direction 3 (CBILING to the Local Authority. demand therefor. the said Commissioner shall oat of legal proceedings and of pulling is said premises have been complied with. & Town Flanning Act, orporation Building Y ONLY T work exceeding the sum so doposited, A QV Also his tale. SI C deriving 3 Dehalf CERTIFICATE OF URBAN LAN "agy, in the event of PHASE bauss the provisions of unicipa person æ and from the receipt of variation(I) not being COMMENCEMENT IE PROVISIONS cost of Pp/licant but FOT fightity due by him Altreattra Regional every the Local with and 5 the of the A881gns (4) ILE IIIN THIS apost ted ACT. the 205 22 C Pys A'C. 6 VI21 troor Put Icer 6 19 PO YLOOM 0/1177/6=



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| s/are | the registere | d Holder/Hold | iers of <u>10</u> | fully paid | up shares of l | Rs. Fifty each numbered | 60 |
| M from_ | 51 | _to60 | | | | ative Housing Society Ltd. | |
| ୍ୟା | d at Pløt No. 1 . | 174/1175, Veer : | Savarkar Marg, L | adar, Mumbai - 4 | 00 028. | | 6 |
| ~) ~) | Given U | nder the | Common S | eal of the | said Socie | ty at Mumbai on | 00 |
| J This_ | 15th | _day of _AL | 2 <u>GUST</u> 2 | 0_15 | | <u>0</u> | 000 000 |
| 99 9) // | na Prabhu Ch | e la | | <u></u> | | | 00 |
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| Sr. No. of Transfer | Date of Transfer | To Whom Transfered | Sr. No. In the Share Register at which the Transfer of Shares Held by the Transferor are Registered | Sr. No. in the Shar Register at which the Name of the Transferee is Recorded |
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| 1 | 2 | 3 | 4 | 5 |
| 1 | Hon. Chairman | Hon. Secretary | | Authorised M.C. Member |
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|) | Padma Prabhu Co-operative Housing Society Ltd. Regd. No. MUM/WGN/HSG/TC/9256/2014-15/Yr.14 |
|---------------|--|
| | Plot No. 1174/1175, Veer Savarkar Marg, Dadar, Mumbai-400 028. |
| | Share Certificate |
| | Share Certificate No. <u>07</u> Member Regm.No. <u>07</u> No. of Shares <u>10</u> (TEN) |
| Flat | This is to Certify That Shri / Sml / M/s. AASHETH & MASHETH |
| is/are | e the registered Holder/Holders of 10 fully paid up shares of Rs. Fifty each numbered |
| from Situa | <u>61</u> to <u>70</u> both inclusive in Padma Prabhu Co-Operative Housing Society Ltd. ted at Plot No. 1174/1175, Veer Savarkar Marg, Dadar, Mumbai - 400 028. |
| | Given Under the Common Seal of the said Society at Mumbai on |
| This_ | 15th day of AUGUST 20 15 |
| (2) | PABINA PRANINU CO-OP. HOUSING SOCIETY LTD |
| PITINE P | Mumbei |
| 18 | Hon. Chairman Hon. Secretary M.C. Member |

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| Sr. No. of Transfer | Date of Trensfer | To Whom Transfered | 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 Name of the Transferee is Recorded |
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| 1 | Hon. Chairmen | Hon. Secretary | | Authorised M.C. Member |
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| d | The Chairman / Secretary MALTIBALW/O RAJARAM MADHUSUDA N DHURU SUDHAKAR RAJARAM, DHURU & ANILKUMAR RAJARAM DHU RU THE LAST TWO MILLOG | ICIPA MINNO. | ND+W.Fee4M.Pulty+G.Pulty+ | Dischq.F.+Unlawrul+Adm. 0+0+98+5+0+0+0 0+0+96+5+0+0+0 | And the second | 0 | 3.324 |
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| Assess | The Chairman / Secretary MALTIBAI W/O RAUARAM DHURU & ANILKUMAR RA | PAN No. | Amount | | MICR No. BIA AHARASHTRA S | CGST 0 Two Hundred Sixty S | M to Realigner |
| Thanks from . Assessed | The Chaim MALTIBAL | PAN | Bill Dt. | 17 26/02/2024 18 26/02/2024 | Date No. 01/400053011/1/// | Ten Thousand Two | Full Payment Wood Subject |
| - H | Billing Name : Assesses's Name : | State Code | Bill No. | 202310BIL20095877 202320BIL20095878 | Sec.Na. Instrument type Date Na. MCR Na. Bank Status Amdung 1/ Chry 05/05/2024/ 07/1901/ 40008201 // MAHARASHTRA STATE CO OP BANKLTD// | 121 | Advance Payment HSWR Remark : Ful Payment MCGM P Checkle Repeating MCGM P Main - Na amound in Ruppees |



BRIHANMUMBAI MUNICIPAL CORPORATION ASSESSMENT & COLLECTION DEPARTMENT

BILLWISE OUTSTANDING REPORT

| Ward: | GN | | | - | | | | |
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| SAC No: | GN040 | 2710190 | 000 | 違 | | | | |
| Billing Name : & Address | The Ch , Padmi | airman / a Prabhu | Secretary , CHS Ltd., F.P. ? | No. 1174,1175, Veer Savarkar Marg, N | lear Kirti College, D | adar (West), Mus | abal-400028 | - |
| the second se | 1 1 1 1 1 1 1 1 | | | | | | 10.1 | |
| BIII No. | 1 | Period | Tax Amount | N.D.+W.C.+M.Pen.+G.Pen.+ Disch.Fee+Unlaw Pen+Admin.Fee | Out Standing Amt. | Refund Adjt Status | OSM Status | Pen.W-g Satus |
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Total: (10266)

Note : Bills which are in refund adjustment process will not be shown on "Department Selection" in Application,

Date - 616124 Chq. No - 071991 Amt - 10,266/-

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Printed By Parineeta Pankaj Sakpal

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| the Month PApril 2024 to 30 Jun | 0 a colu |
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| PARTICULARS | Amount |
| Municipal Tax | |
| Water Charges | |
| Service Charges | |
| Maintenance Charges | 200000 |
| Sinking Fund | 30,000/ |
| Insurance Charges & Others | |
| Monthly Salary | |
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| Education Fund | |
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| Penalty | |
| | 2000/ |
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| TOTAL | 33000/- |
| Arrears | |
| Grand Total | 33000/ |
| their own interest members are advised to make all paym I order cheques or bank drafts. I only evidence of payment recognised by the society will ted receipt signed by the Secretary / Chairman / Treasurer. ase include Bank Commission Charges, if your cheque ountry Bank. | be the society's is drawn on an |
| er's Signature Secretary 7 | @ Treasure |
| | Municipal Tax Image: Charges Water Charges Image: Charges Service Charges Image: Charges Maintenance Charges Image: Charges Sinking Fund Image: Charges Insurance Charges & Others Image: Charges Monthly Salary Image: Charges Postage Image: Charges Monthly Salary Image: Charges Postage Image: Charges Herest on outstanding dues Image: Charges Education Fund Image: Charges Audit Fees Image: Charges Penalty Image: Charges Man Accurate and the compare to charges to make all paymed or charges or bank drafts. Only evidence of payment recognised by the society will ted receipt signed by the Socretary / Chairman / Treasurer, ase include Bank Commission Charges, if your cheque ountry Bank. For Padea Paables Co-optesarive Housing Society Ltd. |

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| Name : | 5 | बस्ट भव | ान, पो.बॉ. | र्न.१९२, ब | स्ट मार्ग, कु Bill For : | त्लाबा, मुंब ३००-२०२४ | \$-800 008 | | or at Caracteria reactific analysis ing any log X to 220 Parts Films Marcalus and Angel Angel Article Marcalus and Angel Angel Article | | |
|---|---|----------------------------------|---|---|---|---|--|---|---|--|--|
| ANIRUDDHA ARUN SHETH Mobile No:98500000701 Email ID:XX00Wip@vsnL.com Billing Address : 501,FLOOR-5,PLOT-1174/75,PADMAPRABHU APARTMENTS,SWATANTRYA VEER SAVARKAR MARG,NR KIRTI COLLEGE,DADAR (W),MUMBAI-400028 Power Supply Address : 501,FLOOR-5,PLOT-1174/75,PADMAPRABHU APARTMENTS,SWATANTRYA VEER SAVARKAR MARG,NR KIRTI COLLEGE,DADAR (W),MUMBAI-400028 | | | | | Book Folio No. i 741925 Consi Cycle : 10 C.A.F Type of Supply : 30 Bill P Service No : 862955-X-X Installation No. : 0899564 Sanctioned Load : 6.990 KW Cates | | | Consumer No. C.A.No. Bill Period Tariff Category Ward | L.No. : 1759711 L.Period : 10/05/2024 - 07/06/2024 Hff : LT I B Legory : RESIDENTIAL | | |
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