

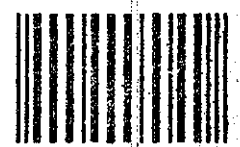
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बनकम नंबर 3836
 सन १९८६ के १७६
 तारखेत २ व ३ के दरम्यान
 ६१५ के दुय्यम निबंधक यांचे
 कचेरीत आणुन दिला.

Foj Merry Movements & Equipments Private Limited

[Signature]
 Managing Director

की घेतली ती— १०००
 मोदनी की ३
 कोटो पाने (१९) र. ३
 बादी की ६
 इयाल की ६

एकूण र. १०००
[Signature]
 दुय्यम निबंधक, ६१५.

P.S.V.
 S.S.V.

दुय्यम निबंधक, ६१५.

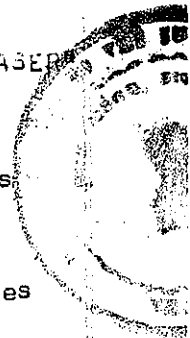
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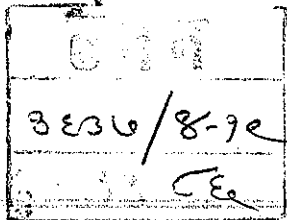
ARTICLES OF AGREEMENT made at Bombay this
 15th day of May 1986 One thousand nine hundred
 and Eighty five B E T W E E N SHAMRAO SUNDERRAO
 VELKAR, PRAVIN SHAMRAO VELKAR, RAMRAO SUNDERRAO
 VELKAR and PRADEEP RAMRAO VELKAR all of Bombay
 Hindu Inhabitants, residing at Ratna Sagar and
 Ratna Deep respectively, Bhulabhai Desai Road,
 Bombay 400 026 hereinafter called "THE VENDORS"
 (in which expression are included unless such
 inclusion is inconsistent with the context their
 respective heirs, executors and administrators)
 of the ONE PART and MERRY MOVEMENTS & EQUIPMENTS
 PRIVATE LTD., a company registered under the

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Companies Act, having its registered office at 83,
Nariman Bhavan, 8th floor, 227 Nariman Point,
Bombay 400 021, hereinafter called "THE PURCHASER"
(in which expression are included unless such
inclusion is inconsistent with the context its
successors and assigns) of the OTHER PART
WHEREBY IT IS AGREED by and between the parties
hereto as follows:



....3/-



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S.S.V.

- 3 -

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1. The Vendors shall sell and the ^{Purchaser shall} Purchase all and singular:

- (1) The agricultural pieces or parcels of land or ground bearing Survey Nos.170 and 171 situate at Uttan, Dist.Thana and more particularly described First in the Schedule hereunder written; and
- (2) Pieces of land bearing Survey Nos.172 and 357 also situate at Uttan, Dist.Thana and more particularly described Secondly in the Schedule hereunder written.

with their appurtenances free from incumbrances at or for the price of Rs.16,80,000/- (Rupees Sixteen Lacs Eighty Thousand only) to be paid as follows that is to say:-

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S.S.V.

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- (a) Rs. 25,500/- /- paid on 29-3-1984 as (Rupees Twenty Five Thousand Five Hundred) earnest money;
- (b) a sum of Rs 3,74,500/- to be paid to the Vendors as further (Rupees Three Lacs Seven Four Thousand Five Hundred) deposit or earnest money on the execution of this Agreement aggregating to Rs.40,000/-

(the payment and receipt whereof the Vendors do and each of them doth hereby acknowledge) and the balance of Rs.12,80,000/- (Rupees Twelve Lacs Eighty Thousand only) to be paid by the Purchaser to the Vendors by two equal instalments of Rs. 4,27,000/- and the Third instalment of Rs.4,26,000/- each, the first of such instalments to be paid within two months from the date hereof and the last two instalments (being five-monthly instalments). If the Purchaser shall commit any default in the payment of any such instalment/s to the Vendors, the Purchaser shall pay interest to the Vendors on such instalment/s in default/arrears, at the current bank rate, from the date/s the time became



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- 4 -

due for payment, upto the date/s the same is/are paid to the Vendors. The above Agreement is executed pursuant to the negotiations between the Parties since December 1983 during which it was agreed that this Agreement would be executed only after the Purchaser at their own cost and expenses obtained the requisite permission from the Authorities under the B.T & A.L Act, for the purchase of this Agricultural lands under section 63 of the said Act, and therefore the Agreement is being executed now as the said permissions being Annexure 'A' and Annexure 'B' hereto are obtained as hereinafter mentioned.

2. The Purchaser and its Architect/Engineer and ~~A~~ Advocates have already examined the said lands and the Vendors title thereto and the Purchaser has entered into this Agreement after making its independent inquiries. In the event of the tenure of the said land being subjected to any alteration or change or in the event of imposition of any levy, by way of land revenue or otherwise, by reason of any legislation or enactment by Legislature or any other public body prior to the completion of the same, the Purchaser shall not be entitled to avoid this Agreement by reason of such legislation or enactment and/or to claim any compensation or reduction in the purchase price by reason hereof.

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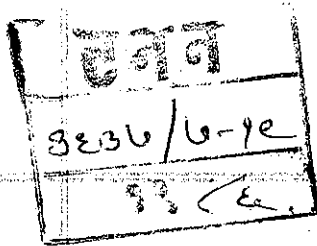
- 5 -

3. . The Vendors hereby declare that the property hereby agreed to be sold is unencumbered and not subject to any lien, charge or any other burden and no notice of any nature whatsoever adversely affecting the Vendors right to sell the said property is received from anyone upto the date hereof. On signing this Agreement the Vendors shall give a Declaration confirming the same and also that the Vendors shall not, thereafter, encumber the said property or create any lien, charge or any other burden on the said property.

4. The sale shall be completed within twelve months from the date of this Agreement, upon the Purchaser paying to the Vendors the full balance of the purchase price with interest thereon, if any, as aforesaid and the Vendors executing the Conveyance of the said lands as agricultural lands. Either party shall be entitled on or after the expiration of the aforesaid period, on 15 days notice in writing, to make time essence of the contract.

5. The Purchaser has duly investigated and approved the Vendors' title, subject to the Vendors obtaining the necessary permission from the Court of Competent Jurisdiction sanctioning this Agreement for Sale as being for the benefit

...6/-



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of the minor members of their families. .The Purchaser has already obtained at its own costs the permission for this sale under section 63 of the Bombay Tenancy & Agricultural Lands Act, for the sale of the lands described First in the Schedule hereunder written as agricultural lands. A xerox copy of the said permission hereto annexed as Annexure 'A'. The Purchaser has also at its own costs and risk got removed the burden of the erroneous "Etar Hak" remark from the Revenue Records and the "Sat Bara Utaras" relating to the said lands. The Purchaser also declare that they are aware that in regard to the lands described secondly in the Schedule hereunder written the Additional. Collector Thana has by his letter No.REV/DESK/IV/CI/42 dated 17-2-86 informed the Vendors that the said lands are not governed by the provisions of the Bombay Tenancy and Agricultural Lands Act 1947. A xerox copy of the said letter is hereto annexed as Annexure 'B'. The parties agree that the Deed of Partition dated 29th February 1940 made between Sunderrao Shamrao and the Vendors of the 1st and 2nd parts and Pandurang Wamanrao and Another of the 3rd Part shall be the Root of Title and the Purchaser shall not call for any documents prior thereto, nor make any requisition on the Vendors title.



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The Vendors shall furnish a xerox copy and a Covenant for Production of the said Deed of Partition at the completion of the sale.

6. The Vendors shall on the execution hereof put the Purchaser in possession of the said pieces of land described first and secondly in the Schedule hereunder written and hereby agreed to be sold by delivering vacant possession thereof, but the fact of the possession being taken shall not absolve the Vendors of their obligation to obtain Courts Order sanctioning this Agreement on behalf of the Minors. The said Order shall be obtained before the payment of the second instalment. If such Order shall not be granted by the Court, it shall be at the option of the Purchaser to complete the sale on payment of the full balance of the purchase price together with interest, if any, and the Vendors shall execute the conveyance in favour of the Purchaser.

7. The Vendor shall pay all Agricultural Land Revenue in respect of the said agricultural lands hereby agreed to be sold, previous to the day the Vendors put the Purchaser in possession and the same, if necessary, shall be apportioned between the Vendors and the Purchaser. After the handing over of the possession of the said pieces of



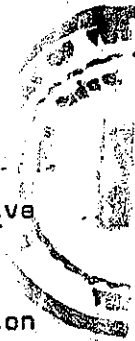
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- 8 -

agricultural lands agreed to be sold the Purchaser shall be liable to pay all outgoings, charges and levies, if any, in respect of the lands hereby agreed to be sold. The Purchaser shall retain the said lands hereby agreed to be sold as Agricultural lands upto the date the sale thereof is finally completed and shall keep the Vendors indemnified in this respect. If any Notice/s of any nature whatsoever is/are issued after the date of this Agreement the Purchaser shall comply with the same at its own risk and costs.

8. The Vendors declare that no notice from the Government or any other local or public body or authority or under the Land Acquisition Act, or the Defence of India Act, or under any Legislative enactment, Government Ordinance, Order or Notification (including any notice for acquisition or requisition of the said agricultural lands hereby agreed to be sold or any part thereof) has been received by, or served upon the Vendors nor are the said lands or any part thereof included in any intended or published schemes of improvement of any Public Body or authority. If any such notice be hereafter received by or served on the Vendors/ Purchaser or if the said premises are included in any such Scheme before the completion



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of the sale, the Purchaser shall comply with the same at its own costs and risks. PROVIDED NEVERTHELESS THAT if the Vendors shall have concealed any notice received by them at the date of execution hereof the Purchaser will be entitled to rescind this Agreement and to be paid its costs, charges and expenses and damages incurred by it of and incidental to this Agreement and the sale hereunder in addition to the earnest money with interest thereon at the rate of 5 per cent per annum from the date hereof upto the date of repayment thereof.

9. The Vendors declare that as far as they are aware the said agricultural lands and premises hereby agreed to be sold are not subject to any easements or rights in the nature of ~~ea~~ easements.

10. If the sale be not completed due to any wilful default on the part of the Vendors, the Purchaser shall be entitled (a) to require specific performance by the Vendors of this Agreement or (b) to payment by the Vendors of the interest at the current bank rate on the said earnest money or deposit and all costs, charges and expenses reasonably incurred and all loss and damage sustained by the Purchaser in addition to the return by the Vendors of the said earnest money or deposit.

P.S.V.
S.S.U
[Handwritten signatures]

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11. If the Purchase be not completed due to any wilful default on the part of the Purchaser, the Vendors shall be entitled (a) to require specific performance of this Agreement by the Purchaser and to claim interest at the current bank rate on the unpaid purchase price and all losses, damages, costs, charges and expenses reasonably incurred by the Vendors or (b) *to cancel this Agreement,* to forfeit the earnest money or deposit in lieu of all loss damages suffered *and to resume possession of their property.*

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S.S.V.
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12. ONLY out-of-pocket expenses of the Purchaser and of the Vendors of and incidental to this Agreement and the Sale in pursuance hereof and of the Deed of Conveyance/Assignment and other writing or writings to be executed in pursuance hereof of Stamp Duty and Registration charges shall be borne and paid by the Vendors and the Purchaser in equal shares, and the Vendors and the Purchaser shall respectively bear and pay their and its respective own Solicitor's and Architect's fees and other out-of-pocket expenses of and incidental to this Agreement and the sale, in pursuance hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Pieces or parcels of agricultural land or fields situate at Uttan in North-Salsette Taluka, District, ^{A Thana} and Registration District Thane Registration Sub-District ^{Thana} Bassein bearing:-

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P.S.V.
P.S.V.

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Survey No.	Hissa No.	AREA	
		Acres	Gunthas
170	1	15	32
171	1	29	25

THE SECOND SCHEDULE ABOVE REFERRED TO:

Pieces or Parcels of land situate at Uttan in ^{Thana} North ~~Saisette~~ Taluka, District and Registration District Thana Registration Sub-District of ^{Thana} ~~Bassein~~ bearing:-

Survey No.	Hissa No.	AREA	
		Acres	Gunthas
172 Khari land	1	136	7
357	1	14	13

Note: The Purchasers state that the above Survey No. 357 is merged in the above Survey No.172.

IN WITNESS WHEREOF the Vendors and the Purchasers have hereunto set their respective hands and Common Seal the day and year first hereinabove written.

SIGNED AND DELIVERED)

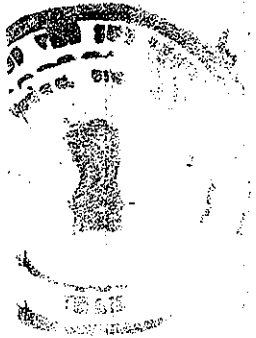
by the withinnamed "VENDORS")

(1) SHAMRAO SUNDERRAO VELKAR,) *Shamrao S. Velkar*

(2) PRAVIN SHAMRAO VELKAR,) *P. Velkar*

(3) RAMRAO SUNDERRAO VELKAR) *R. Velkar*

PSV
M.S.
S. S. Velkar
PSV
M.S.
R.V.



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१३/८६

and (4) PRADEEP RAMRAO VELKAR) Pradeep

in the presence of

Sardar M. M. Kivil
Solicitor & Advocate
15-5-86.

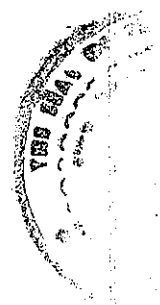
THE COMMON SEAL OF MERRY
 MOVEMENTS & EQUIPMENTS
 PRIVATE LTD, was hereunto
 affixed pursuant to

)
) K. R. Gopal Das
) (K. R. G. G. PALDAS)
)
) M. K. Saran
) (M. K. SARAN)
) Managing Director

Resolution of the Board of
 Directors dated 12th may

1986 in the
 presence of 1) C. N. Damania
 and M. K. Sharan

who have subscribed their
 respective signatures hereto,
 1 C. N. Damania
Solr, B'bay.



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RECEIVED the day and)
year first hereinabove written)
of and from the withinnamed)
PURCHASER the sum of Rupees)
Three Lacs Seventy Four Thousand)
Five Hundred only)
being the amount of ^{purchase} (deposit or)
earnest money to be paid)
by it to us.)

P.S.V.
S.S.V.
✓ JK
R40

S. S. Velkar
15/5/86.

WE SAY RECEIVED

1, *Shamkar S. Velkar*

VENDORS.

2, *Bvelkar*

3, *Rsvelkar*

X 4, *Velkar*
15/5/86





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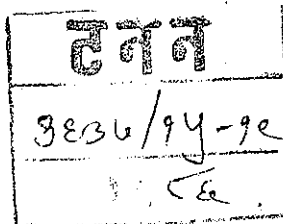
- Reads: (1) Application of Shri M.K. Saran, Managing Director, Merry Movement & Equipments Pvt. Ltd. dt. 24.2.85.
(2) Application of Shri Ramrao S. Welkar & others dt. 9.4.85
(2) Statement recorded on 2.5.85.
(3) Tahsildar Thane's report *सिलोम - वडा - वच* dt. 2.1.85. 118678

No. REV/Desk IV/C.L./42
Office of the Collector, Thane
Dated. 17 2/1986.

ORDER:

The permission is hereby granted to the land owner Shri Ramrao S. Welkar and Shamrao S. Welkar of the land described in the schedule below to sell the land to Merry Movement & equipments Pvt. Ltd. for the benefit of the commercial undertaking *for recreation park etc* under section 63 of the B.T. & A.L. Act 1948 read with rules 36(b) of the B.T. & A.L. Rules 1956 on the following conditions:

- 1) The land purchased should be used for the purpose for which the permission is granted within one year from the date of issue of this order. If the purchaser fails to comply with the conditions within the prescribed period, the permission given u/s. 63 shall be deemed to have been cancelled.
- 2) The Company should take N.O.C. from A.D.F.P. before starting its activities as the land falls under Green Zone.
- 3) The land should not be disposed of in any other manner without prior permission of the Collector, Thane.
- 4) The permission is subject to any other permission and provisions of any other laws.
- 5) If the purchaser fails to comply with the above conditions within the prescribed period permission given under Section 63 of the B.T. & A.L. Act 1948 shall be deemed to have been cancelled.



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Schedule.

Name of the land owner	Village	S.No.	Area	Asstt.
Shri Ramrao Sunderrao Velkar & Shamrao Sunderrao Velkar. of Bombay.	Uttan Taluka, Thane.	170 171	A. G. 15.32 29.25	14.69 28.00



[Signature]
17/2/86
Addl. Collector, Thane.

To
Shri Ramrao S. Velkar, & Shamrao S. Velkar,
Shri M.K. Saren, Managing Director, Merry Movement & Equipment Co. Pvt. Ltd.

To
The Tehsilder, Thane.

No. REV/DESK/IV/CI/42
Office of the Collector,
Thane Dt. 17/2/86.

To
Shri Ramrao S. Welkar and
Shri Shamrao S. Welkar.
of

118679

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३३३६/१६-१२
१३६६

Sub: Sale Permission of agricultural
lands at Utan Tal. Thane.
....

Dear

Your application dt. 28.4.85 on the subject mentioned
above, I have to inform you that the lands bearing S.No. 172,
& 357 admeasuring 136 Acre 07 Gunthas, and 14 Acres 13 Gunthas
totally to 150 Acre 20 Gunthas are not covered under B.T.
& A.L. Act 1948. Hence the question of sale permission does not
arise under the B.T. & A.L. Act.

However the purchaser should obtain N.O.C. from the
A.D.T.P. for starting its activity ^{of recreation park etc} as the lands comes under
green zone.

The purchaser should also obtain permission from the
Collector for change of use of the land as per the provisions
of the M.E.R.C. 1956.

The land is also to be used ^{& possessed} subject to provision
of any other laws, for the time being in force.



Sd/ x x x
Addl. Collector, Thane.

Copy to The Merry Movement & Equipment Pvt. Ltd. Company.
Copy to Tahsildar, Thane.

[Signature]
17/2/86
Addl. Collector, Thane.

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एक एक एक पत्राचार
डोपकिरी
डोपकिरी पुनार - को डोपकिरी
३६३७

- १) श्रीमता व सुंदरता व डेड
- २) सुनीता श्रीमता व डेड
- ३) शारदा सुंदरता व डेड
- ४) सुदीप श्रीमता व डेड
- करी कलाक कार्या
- राजुंजी २६

जसे निवेदन करीत आहेत की, ते वस्तुवत
करून इलाखा अथवा विविध इलाखात व्यवस्था
कीकलतात व त्याची ओळख पटविते.

1. Amal...
2. Bank

५) एक व करण करिता
जापर सा कुठे हे
मजगती डीपरे का मजगती हे
वस्तुवत करून देतात
... डोपकिरी पुनार ३
...
व्यवस्थित ... द्वारा वा
वस्तुवत करून विण्याचे
करून करतात. व हे डोपकिरी केड
मजगती ११

दिनांक १० मार्च १९६६
मुख्य निबंधक, कार्या

- १) Shankar S. Velkar
- २) S. Velkar
- ३) S. Velkar
- ४) P. Velkar
- ५) M. Velkar

कृपया गाग पहा

दिनांक
 31/12/92
 1993

दिनांक 31/12/92
 का दिनांक का पत्र पत्र
 का क्रमांक 22/92
 है गैरी मुद्रक के अंत
 उद्देश्य के प्रारंभिक
 अथवा 22/92

क) गैरी मुद्रक के अंत
 पत्र पत्र 22/92 का क्रमांक
 का अंत का अंत
 क) उद्देश्य के अंत
 का अंत का अंत

वस्तुएवम करण वेवज

 वस्तुएवम करण वेवज का
 वस्तुएवम करण वेवज
 करण करताह.

असे निवेदन करीत आहें की, से वस्तुएवम
 करण वेवज का अंत का अंत का अंत का अंत
 का अंत का अंत का अंत का अंत

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Handwritten signature

दिनांक 93 माहे 6 1993

X *Handwritten signature*

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 मुख्य निबंधक, हाथे,

पुस्तक क्रमांक 93
 31/12/92
 (ब) क्रमांक 22 नोंदला.
Handwritten signature
 मुख्य निबंधक, हाथे.

सारीख 93 माहे 6 सन 1993

