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### AGREEMENT

ARTICLES OF AGREEMENT made and entered into at ARTICLES OF AGREEMENT MADE ARTICLES OF BY AND BETWEEN: M/S. MEHTA REALTY a Partnership firm, having their office at 1 Gokul, Opp. Petrol Pump, Agashi Road, Virar (W), Taluka Vasai, District Thane, hereinafter referred to as "the Builders" (which expression shall, unless it be repugnant to stress of the Suid Context thereof, be deemed to include their respective partners or the time being of the said firm, their survivors or the last survivor of them and the heirs, executors, administrators and assigns of the deceased partners/directors of the said Company, their successors and assigns) of One Part;

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#### AND

MEGHNA ROHIT KHEDKAR

ROHIT HEMANT KHEDKAR

c/212, Samrat Millenium Paradise CHS LTD Virarlw)

hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include his/her/their respective heirs, executors, administrators and assigns/partners for the time being of the said firm, their survivors or the last survivor of them and the heirs, executors, administrators and assigns of the deceased partners/directors of the said Company, their successors and assigns) of the Other Part:

## WHEREAS:

(a) Originally MR. JASWANTRAI MULJIBHAI MEHTA and MR. BHAVESH CHIMANLAL MEHTA are absolutely seized, possessed and the owners of ALL THOSE N.A. pieces and parcel of land bearing:

Survey No.	Hissa No.	Admeasuring	
369 B	1	3572 SQ. MTRS.	
369 B	2	2035 SQ. MTRS.	

lying, being situate at Village Bolinj, Virar (W), Taluka Vasai, District Thane.

(b) Under the terms of Development Agreement dated

1. 10. 2007 and Confirmation Deed dated 24.6.2011, registered in the
office of Sub-Registrar Vasai II Virar at Serial No. 7886/2011, MR.
JASWANTRAI MULJIBHAI MEHTA and MR. BHAVESH CHIMANLAL
MEHTA have authorized the Builders herein to develop the aforesaid
plots of land

aforesaid land and to receive consideration money and further, the original owners have agreed to convey the said property in favour of the co-operative housing society of the occupants of the tenaments in

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the said proposed building when formed, and upon the terms and conditions hereinafter contained.

(c) The Collector of Thane has granted N.A. permission vide Order No. REV/D-1/T-9/NAP/SR-6/2007, dated 18.5.2007. The xerox copy thereof is annexed hereto.

(d) The commencement of the building in respect of the said plot of land has been sanctioned by CIDCO vide Order No. CIDCO/VVSR/CC/BP-3917/W/5868, dated 18.2.2010, and order no. CICDO/VVSR/CC/BP-3917/W/5867, dated 18.2.2010. The CIDCO is pleased to sanction 5069.96 sq. mtrs. built up area. The xerox copy of the said orders are enclosed at annexure.

(e) prior to making application as aforesaid as required by the provision of Maharashtra co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961), the flat purchaser/s has/have made a declaration to the effect that nither the flat purchaser/s own a charament, house of building, within the area of Municipal Council,

The builder has proposed to construct on the said land new multi-storeyed building to be known as Guld crast 369, (hereinafter referred to as "the said building").

(g) The Builders herein got the plans prepared through their Achritect SHAH GATTANI CONSULTANTS a firm having their office at 103 Lucky Palace, Station Rd., Vasai (w), Tal. Vasai, Dist. Thane, for construction of R.C.C. buildings on the said Plot of land and submitted for approval to CIDCO and whereas the said CIDCO approved plan for construction of the buildings.

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- (h) The Builders have engaged the services of SHRT B.C.SOLANKI, ADVOCATE, who has issued Title certificate. Copies of the extracts of Village Form No.VII and XII showing the nature of the title of the original owners of the said land on which the flats are to be constructed and the copy of the plan approved by concerned authority have been annexed hereto.
- (j) The Builders have entered into a standard Agreement with an Architect registered with the council of Architects and such Agreements is as per the Agreement prescribed by the Council of Architects.
- (k) The Builders have appointed a structural engineer for the preparation of structural design and drawings of the building and the Builders accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- have given inspection to the Purchaser/s of all the documents of the title relating to the said land and the plans, design and specifications prepared by the Builders, Architect and sanctione by the Purchaser/s is/are hereby satisfied hiself/herself/themselves about the title and plan and he/they undertake to pay any further charges, Development charge, fees, rates, taxes levied by the Development authority if any in further and of such other documents as or specified under the Maharashtra Ownership Flats Act (Regulation of the Promotion of Construction, Sale, Management, and

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the transfer) Act 1964 and the rules made there under.

OR

p) The Builder have supplied to the Purchaser/s such of the documents as are mentioned in the rules of the Maharashtra Ownership said flat Rules 1964 as demanded by the Purchaser/s.

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

1. The Builder/s shall construct the said building/s consisting of ground and Seven upper floors on the said land in accordance with the plans, design, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Builder/s may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the builder/s shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of such variation or modifications which may adversely affect the flat of the purchaser.

The Flat Purchaser/s hereby agrees to purchase from the the Builder/s hereby agrees to sell to the Flat Builder/s and No. B 503 of Purchaser/s one Flat carpet 73.45 admeasuring sq. meters (which is inclusive of the area of balconies) on\_\_5th \_ Floor in \_ B wing, as shown in floor plan thereof hereto annexed and marked Annexure D /covered/open Garage No. — Gold crest369 Building (hereinafter referred to as "the flat") for of Rs. 5400000 the price including Rs. propronate price of the common areas and facilities appurtenant to

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the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written.

			Purchaser/s		paid
Rs. 346000		(Rupees	Three	e luc Fi	57+1
Sid Hyous	and	onit			only),
to the builders as	and by w	ay of earn	est money,	the Flat Purc	haser/s
shall pay bala	nce amo	ount of	Rs. <u>50540</u>	100 J- (F	Rupees
Fifty lac					
the following ma	nner :-				
(a) Rs					
	only) to	be paid o	n or before o	completion of p	olinth.
		i -	-		
(b) Rs					
	_ only) t	o be paid o	on or before	completion of	1st slab.
				$\sim$	Asy.
(c) Rs					
	_only) to	be paid o	n or before c	ompletion of 2	Siab.
(d) Rs		<i>I-</i>	(Rupees _		
				completion of 3	
(e) Rs			(Rupees _	301HT 37-7	615/2
	only) t	o be paid o	on or befor	gompletion of	slab.
			11 '	A. No. 17 - MON. A	7 TA 11 S
(f) Rs			(Rupees \)	The state of the s	35
	only) to	be paid o	n or before c	completion of	slab
				455	
(g) Rs			(Rupecs		
	only) to	o be paid o	n or before o	completion of 6	3th slab.
(h) Rs			(Rupees		7th olah
	_only)t	o be paid o	on or before	completion of	/ # SIAD.
Λ.			uakuu	2 84/	

the Agreement relating to the unsold premises in the said building of which the aforesaid premises form part hereafter or even after the said society is formed and the Purchaser/s shall have no right to object to the same.

This Agreement shall always be subject to the provisions of the Maharashtra Ownership flats (Regulation of the promotion of construction, sale, management and tranfer) Act, 1960, with rules made thereunder and also The Maharashtra ownership flats (Regulation of the promotion of construction etc.) Act. Rules 1963.

THE BUILDER HAS AGREED TO SELL THE SAID FLAT / CAR
PARKING for Price of RS
Builder at the request if the purchaser/s has executres this
Agreement on this date and market value of the Government for
the purpose of affixing stamp duty is Rs
therefore the purchaser/s has paid the stamp duty on the said
present agreement value Rs
fixed by the Government.

# SCHEDULE OF PROPERTY

ALL THAT piece or parcel of N.A. plot of land beauting

Survey No. Hissa No. Admeasuring

369 B 1 3572 SQ. MTRS.

369 B 2 2035 SQ. MTRS.

lying, being situate at Village Bolinj, Virar (W), Taluka Va

Thane.

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Por LOBI Loan Account No. 02 9765001030429

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Such request for the above-mentioned Loan A/c, not vow details furnished below.

#### ANNEXURE "A"

ALL THAT residential flat bearing Flat / Shorp No. Blog of wing , admeasuring 73.45 sq. mtrs. carpet area on floor. in residential building the construted on N.A. plot of hold crest369 land bearing

Survey No. Hissa No. Admeasuring 369 B 3572 SQ. MTRS. 369 B 2035 SQ. MTRS.

lying, being situate at Village Bolinj, Virar (W), Taluka Vasai, District Thane, and within the area of Vasai Virar Sahar Mahanagarpallika .

IN WITNESS WHEREFO THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the

withinnamed Builders

M/S. MEHTA REALTY a Partnership firm,

Through its Partrier

ma Bhayesh C. mella in the presence of...

For MEHTA REALTY

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सूची क्र.2

द्य्यम निबंधक : सह द्.नि. वसई 2

दस्त क्रमांक : 7232/2015

नोदंणी : Regn:63m

गावाचे नाव: 1) बोर्ळीज

(1)वितेखाचा प्रकार

करारनामा

(2)मोबदला

5400000

(३) बाजारभाव(भाडेपटटयाच्या

4304000

बदितिपटटाकार आकारणी देतो की पटटेदार

हे नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

(असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे- वोळींज,स. नं. 369 बी,हि. नं.

1,2,विभाग नं. 10,सदनिका नं. 503,विंग- बी,पाचवा मजला,गोल्ड क्रिस्ट 369,क्षेत्र- 73.45 चौ. मी. कारपेट.

( ( Survey Number : 369 बी, ; HISSA NUMBER : 1, 2, ; ) ) इतर हक्क :

(5) क्षेत्रफळ

1) 73.45 चौ.मीटर पोटखराब क्षेत्र : 0 NA

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-में मेहता रियल्टी तर्फे भागीदार भावेश सी मेहता तर्फे कु मु ब्रिजेश राठोड - - वय:-29; पता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: गोकुळ, ब्लॉक नः ऑफीस 1, , रोड नं: आगाशी रोड, विरार- प, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन ने:-AAOFM7587N

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंदा दिवाणी न्यायालयाचा हुकुमनामा किंवा बादेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-मेघना रोहित खेडकर वय:-34; पत्ताः-प्लॉट नं:-, माळा नं: -, इमारतीचे नाव: सम्राट मिलेनियम पॅराडाईस सीएचएस लि, ब्लॉक ने सी-212, रोड ने विरार-प, महाराष्ट्र, ठाणे. पिन कोड:-401303 पंन

2): नाव:-रोहित हेमत खेडकर वर्य:-35; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सम्राट मिलेनियम पॅराडाईस सीएचएस लि, ब्लॉक नं: सी- 212, रोड नं: विरार- प, महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-AOGPK4901A

<sup>(९)</sup> दस्तऐवज **करुन दि**ल्याचा दिनांक

20/10/2015

(10)दस्त नोंदणी केल्याचा दिनांक

20/10/2015

(11)अनुक्रमांक,खंड व पृष्ठ

7232/2015

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

324000

<sup>(13)बाजारभा**वाप्रमाणे** नोंदणी शुल्क</sup>

(14)शेग

30000

वसई २ (विरार)

मृत्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यक्तुं नीही क्रूसी

केलेल मुख्यकिन कारणाचा तपशील आधी केलेले मुल्यांकन

<sup>भुद्रांक</sup> शुल्क **आकारताना** निवडलेला

Multicipal Corporation or any Cantonment area annexed to it.

अनुच्छेद