

Virendrapal Deora (1)



SUB-REGISTRAR  
VASAI - 2  
VIRAR

भारत

00185 SPECIAL  
ADHESIVE  
141822 JUL 11 2002

MAH-CCRA/0077

Rs. 0023130  
INDIA STAMP DUTY MAHARASHTRA  
FB1051

क 23930/- के लेवीस हजार साठसे तीस मात्र

श्री भद्रोक्त जी मल्हार

*[Handwritten Signature]*  
11/07/02

Proper Officer  
Sub. Registrar Vasai 2,  
Dist. Thane.

वसई २  
पस्त क्रमांक २६३३/०  
३/३७

### AGREEMENT

ARTICLES OF AGREEMENT made and entered into  
at VIRAR, on this 15<sup>th</sup> day of JULY  
in the Christain year two Thousand 2002

*[Handwritten Signature]*

*[Handwritten Signature]*  
S.A. Markkar



बम ड रे
मूला मूलाक २००३/१
४/३९

BETWEEN

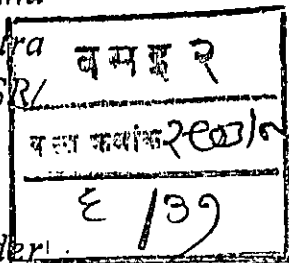
M/S. M. R. ASSOCIATES, a Partnership Firm, having its office at H-001, Vishnu Prasad Complex, Purshottam Parekh Marg, Virar (West), Taluka Vasai, District Thane, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the othe partners) of the **FIRST PART.**

मूला मूलाक २००३/१  
 मूला मूलाक २००३/१  
 मूला मूलाक २००३/१  
 मूला मूलाक २००३/१

*[Signature]*  
*[Signature]*  
 S. A. Makkar



- e) The land bearing survey No. 310, Hissa No.3-A, was surveyed through TILR and accordingly TILR vide M. R. No. 488/2000 surveyed the said entire land and sub-divided into two Hissa i. e. Survey No.310, Hissa No. 3A, admeasuring H. R. 0-32-8 and Hissa No.3C, admeasuring H. R. 0-04-6.
- f) The Development Permission is granted to construct the residential buildings on the land bearing Survey No.310, Hissa No.3A, admeasuring H. R. 0-32-8, (hereinafter called "The said land") by the city and Industrial Development Corporation of Maharashtra Ltd., vide its order bearing No. CIDCO/VVSR/BP.-2686/W/1189 dated 19-10-2000.
- g) The Commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also granted by the City and Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/BP -2686 / W / 1189 dated 19-10-2000.
- h) The Builders are entering into several agreement similar to this agreement with several parties who may agree to acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a co-operative housing society or limited company the said plot of land together with the building thereon will be conveyed as herein provided.
- i) The Purchaser/s has/have demanded from the Builders inspection of the aforesaid building plans, specification of and other documents referred above including the agreement. Such inspection has been duly given to and taken by the purchaser/s.



*S. A. Makkar*



Purchaser/s has/have also satisfied himself/herself/ themselves about the same.

j) The Builders have engaged the service of an Architect MR. ABHAY RAUT, registered with the Council of Architect and MR. U. D. Tayshetye as a Structural Engineer for preparation of the structural drawings of the building and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.

k) The Flat / Shop Purchaser/s demanded from the Builders and the Builders have given inspection to the Flat / Shop Purchaser/s of all the documents title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders' Architects MR. ABHAY RAUT and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder. such inspection has been duly given to and taken by the Purchaser/s. The purchaser/s has/have also satisfied himself/ themselves about the same.

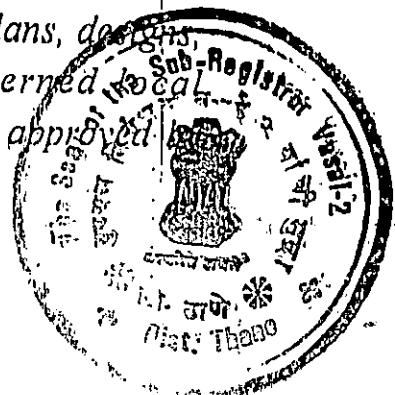
व. नं. २  
२०१०  
१३९

l) The Builders have supplied to the Purchaser/s such of the documents as are mentioned in rule 4. of the Maharashtra Ownership flat, rules 1964, as demanded by the Purchaser/s.

**NOW, THIS AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1) The Builders shall construct the said building on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved

*S. A. Makhkar*

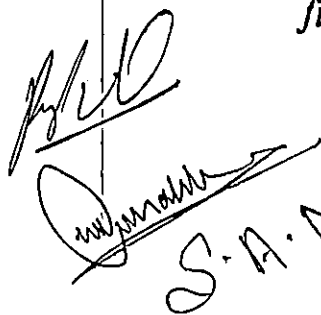


the Flat/Shop Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.

2) The Flat/Shop Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the Purchaser/s Flat/Shop bearing No. D/303 of Built up area admeasuring 905 <sup>(84.10 sq. mtr)</sup> Square Feet, (which is inclusive of the area of balconies) on Third Floor in the 'D' Wing as shown in the floor plan thereof hereto annexed and marked annexures 'E' in the **"TAPOVAN COMPLEX"** (hereinafter referred to as "The Flat/Shop") for the price of Rs. 634000/- (Rupees Six Lacs Thirty Four Thousand only) including price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more particularly described in the second schedule hereunder written.

3) The said consideration of Rs. 634000/- (Rupees Six Lacs Thirty Four Thousand only) shall payable in the following manner.

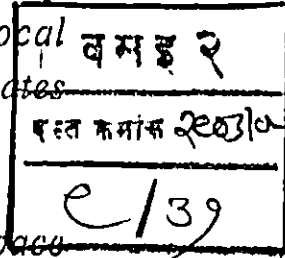
- a) Rs. 50000/- on Booking of the Flat / Shop.
- b) Rs. 100000/- on or before completion of Plinth.
- c) Rs. 100000/- on or before completion of 1st slab
- d) Rs. 100000/- on or before completion of 2nd slab
- e) Rs. 100000/- on or before completion of 3rd slab
- f) Rs. 100000/- on or before completion of Brick work.
- g) Rs. 30000/- on or before completion of Plaster (Internal and External)
- h) Rs. 20000/- on or before completion of Flooring
- i) Rs. 20000/- on or before completion of Sanitary fitting and Plumbing.

  
S.A. Makhkar



- j) Rs. 10000/- on or before completion of Doors and Windows.
- k) Rs. 4000/- on or before completion of Occupation of the said Flat / Shop.

4) The Builders 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 said plans or thereafter and shall, before handing over possession of the Flat / Shop to the Flat / Shop Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat / Shop.

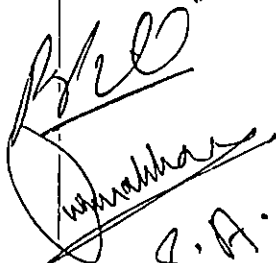


5) The Builders hereby declares that the Floor Space Index available in respect of the said land is \_\_\_\_\_ square meters only and that no part of the said Floor Space Index has been utilitised by the Builders elsewhere for any purpose whatsoever.

6) The Flat/Shop Purchaser/s agrees to pay to the Builders interest at Eighteen per cent per annum on all the amounts which become due and payable by the Flat Shop Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Flat / Shop Purchaser/s to the Builders.

7) On the Flat / Shop Purchaser/s committing default in payment on due date of any amount due and payable by the Flat / Shop Purchaser/s to the Builders under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat / Shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at his/her/their own option to terminate this agreement,

PROVIDED always that the Power of termination herein before contained shall not exercised by the

  
S.A. Makkar



Builders unless and until the Builders shall have given to the Flat / Shop Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat / Shop Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall refund to the Flat / Shop Purchaser/s the instalments of sale price of the Flat / Shop which may till have been paid by the Flat / Sop Purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat / Shop Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose off and sell the Flat / Shop to such person and at such price as the Builders may in their absolute discretion think fit.

वम इ र
वम इ र
१०/३९

- 8) The fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in Annexure 'D' annexed hereto.
- 9) The Builders shall give possession of the premises to the Flat / Shop Purchaser/s on or before 31<sup>st</sup> day of Oct 2002, If the Builders fails or neglects to give possession of the Flat / Shop to the Flat / Shop Purchaser/s on account of reasons beyond his her/their control and of his/their agents as per the provisions of section 8 of Maharashtra Ownership Flat / Shop, Act, by the aforesaid date or dates prescribed in section 8 of the said act. then the Builders shall be liable on demand to refund to the Flat /Shop Purchaser/s the amounts already received by him/them in respect of the Flat / Shop with simple interest at nine per cent per annum from the date the Builders received the

*[Signature]*  
*[Signature]*  
S.A. Makkar





sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Flat / Shop Purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated.

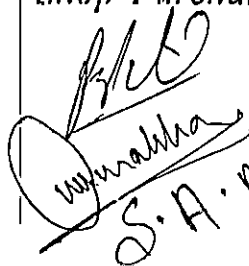
PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of Flat / Shop on the aforesaid date, if, the completion of building in which that Flat / Shop is to be situated is delayed on account of:

- i) Non-Availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil commtion or act of God.
- iii) Any notice, order rule, notification of the Government and/or other public or competent authority.

10) The Flat / Shop Purchaser/s shall use the Flat / Shop or any part thereof permit the same to be used only for purpose of residence and/or commercial.

11) The Flat / Shop Purchaser/s alongwith other Purchaser /s of Flats / Shop in the building shall join in forming and registrering the society or a limited company.

The Flat / Shop Purchaser/s will also from time to time sign and execute the application for registration and/ or membership and other papers and documents necessary for the formatlon and the registratlon of the society or limited company and for becoming a member, including the bye-laws of the proposed society and full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to register the organisation of the Flat / Shop Purchaser/s under section 10 of the

  
S.A. Makkar



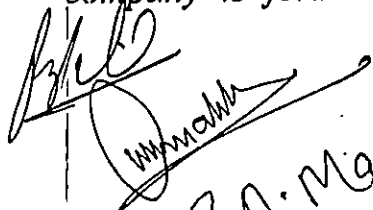
बस इ २  
ब.स. क.प.स. रे. २९ / ३१

within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat / Shop (Regulation of the promotion of construction, sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat / Shop Purchaser/s if any, changes or modification are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

- 12) Unless it is otherwise agreed to by and between the parties hereto the Builders shall, within four months of registration of the society or limited company, as aforesaid cause to be transferred to society or limited company all right, title and interest of the Vendor and/or the owners in the aliquot part of the said land together with the building/s obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such society or limited company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.

- 13) Commencing a week after notice in writing is given by the Builders to the Flat / Shop Purchaser/s that the Flat Shop is ready for use and occupation, the Flat / Shop Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the Flats) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/limited company is formed and the said land and building

वम इ २  
कमांक २००/०  
२/३१

  
S.A. Makkar



transferred to it, the Flat / Shop Purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined. The Flat / Shop Purchaser's share is so determined the Flat / Shop Purchaser/s shall pay to the Builders provisional monthly contribution of Rs. 200/- per month towards the outgoing. The amounts so paid by the Flat / Shop Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance / assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance / assignment of lease being executed the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builders to the society or the limited company, as the case may be.

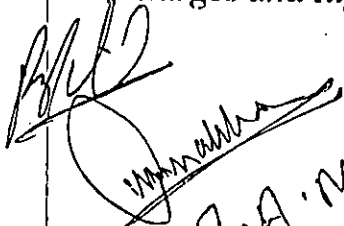
वम इ र  
२०००/-  
७३/३९

The Flat / Shop Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 14) The Flat / Shop Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts :
- Rs. 1,000/- for legal charges.
  - Rs. 260/- for share money, application entrance fee of the society or limited company.
  - Rs. 1,000/- for formation and registration of the society or limited company.
  - Rs. 2,000/- for proportionate share of taxes and other charges.

Rs. 4,260/-

- 15) The Builders shall utilise the sum of Rs. 2,000/- paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional costs

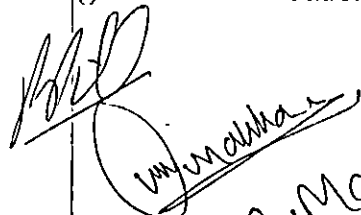
  
S.A. Makkar



of the attorney-at-law/advocates of the Builders in connection with formation of the society, or as the case may be limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.

- 16) At the time of registration the Flat / Shop Purchaser/s shall pay to the Builders the Flat / Shop Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.
- 17) The Flat / Shop Purchaser/s or himself/herself/ themselves with intention to bring all persons into whatsoever hands Flat / Shop may come, doth hereby covenant with the Builders as follows :-
- a) To maintain the Flat/Shop a Flat / Shop Purchaser's own costs any good tenantable repair and condition from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the building in which the Flat/Shop is situated, staircase or any passages which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/alter to make addition in or to the building in which the Flat/Shop is situated the Flat / Shop itself or any part thereof.
- b) Not to store in the Flat / Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the building in which the Flat / Shop is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or

वम इ २
वस्तु क्रमांक २७३/०
१४/३९

  
S.A. Makkar



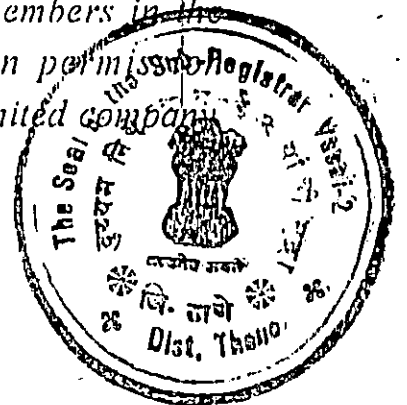
other structure of the building in which Flat / Shop is situated, including entrances of the building in which the Flat / Shop is situated and in case any damage is caused to the building in which the Flat / Shop is situated or the Flat / Shop on account of negligence or default of the Flat / Shop Purchaser/s in this behalf, the Flat / Shop Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his own cost all internal repairs to the said Flat / Shop and maintain the Flat / Shop in the same conditions, state and order in which it was delivered by the Builders to the Flat/Shop Purchaser/s and shall not do or suffering to be done any thing in or to the building in which the Flat / Shop is situated or the Flat / Shop which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat / Shop Purchaser/s committing any act the contravention of the above provision, the Flat / Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

बमहर
कमाल
१५/३१



d) Not to demolish or cause to be demolished the Flat / Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Shop is situated and shall keep the portion, sewers, drains pipes in the Flat / Shop and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat / Shop situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the Flat / Shop without the prior written permission of the Builders and/or the society or limited company.

*S.A. Makkar*



- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat / Shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat / Shop in the compound or any portion of the said land and the building in which the Flat / Shop is situated.
- g) Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat / Shop is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the concerned local authority, on account of change of user of the Flat / Shop by the Flat / Shop Purchaser/s viz. user for any purposes other than for residential purpose.
- i) The Flat / Shop Purchaser/s shall not let, sublet, transfer, assign or part with Flat / Shop Purchaser's interest or benefit factor of this agreement or part with the possession of the Commercial Premises until all the dues payable by the Flat / Shop Purchaser/s to the Builders under this agreement are fully paid up and only if the Flat / Shop Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat / Shop Purchaser/s has/have intimated in writing to the Builders.
- j) The Flat / Shop Purchaser/s shall observe

बम्बई  
वस्तु कर विभाग/२  
१९/३९

  
  
J. A. Makkar



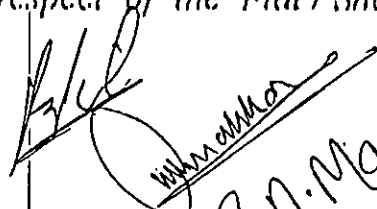
perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and Flats therein and for the observance and performance of the said building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat / Shop Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society / limited company regarding the occupation and use of the Flat / Shop in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

k) Till a conveyance of building in which Flat / Shop is situated is executed the Flat / Shop Purchaser/s shall permit the Builders and their surveyors and agents, with or without workman and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

बसह २  
बसह क्रमांक २३/०  
१७/३९

19) The Builders shall maintain a separate account in respect of sums received by the Builders from the Flat / Shop Purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

20) Nothing contained in this agreement is intended to be nor shall be construed as agrant, demise or assignment in law of the said flats or of the said plot and building or any part thereof. The Flat / Shop Purchaser/s shall have no claim save and except in respect of the Flat / Shop hereby agreed to be

  
S.A. Makkal



to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builders until the said land and building is transferred to the society/limited company as hereinbefore mentioned.

21) Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Flat / Shop Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by Flat / Shop Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

22) The Flat / Shop Purchaser/s and/or the Builders shall present this agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Builders will attend such office and admit execution thereof.

23) All notices to be served on the Flat / Shop Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the Flat / Shop Purchaser/s, by registered post A.D. / under Certificate of posting at his/her/their address specified below :

MR. Ashok Gyanchand Makkar  
c/7 Merchant Apts.  
m.B. estate, Virar (w.)

बम २  
१६/३१

Mrs. Shashi G  
Makkar

24) 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 Purchaser/s of the terrace Flat/Shop and such terrace spaces are intended for the exclusive use of the respective

  
  
S.A. Makkar





terrace Flat / Shop Purchaser/s. The said terrace shall not be enclosed by the Flat / Shop Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders or the society, or as the case may be, the limited company.

25) IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builders are entitled to construct and dispose of the said additional construction and the Builders have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary content in the deed of conveyance to be executed in favour of Co-operative Housing Society shall be incorporated.

26) It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to the said premises including the area thereof, to revise the building plans in respect of the said buildings and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building plans in respect of the said premises as the Builders may desire and the Purchaser/s hereby irrevocably consents to the right of the Builders to revise and modify the building plans in respect of the said premises from time to time.

27) In the event of any society being formed and registered before the sale and disposal by the Builders of all the premises, the powers and the authority of the society or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof.

बम २
१९/३७

*S. A. Makkar*



PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or limited company or Condominium of Apartment being formed earlier than the Builders dealing with or disposing of the said buildings on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society, limited company or Condominium of Apartment on being called upon by the Builders without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.10/- entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society, limited company or condominium or Apartment as the case may be.

28) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders to the Government or city and Industrial Development Corporation or Municipality or to any other public body in respect of the said property, the same shall be reimbursed by the purchaser/s in proportion to the area of his / their Flat / Shop.

29) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Virar Municipality or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builders the same shall be paid by the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.

वम इ २  
०१/०३/२००३  
२०/०९

*[Handwritten Signature]*  
*[Handwritten Signature]*  
S.A. Makkar

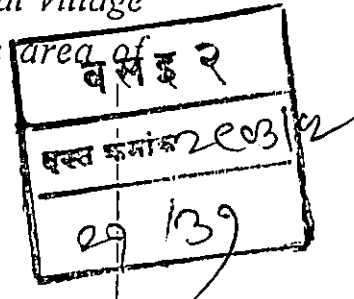


- 30) The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders under this agreement.
- 31) The agreement shall always be subject to the Provision of Maharashtra Co-operative Societies Act, 1960 with rules made thereunder and also the Maharashtra Ownership flats (regulation of the Promotions of Construction, sale, Management and transfer) Act, 1963.

SCHEDULE 'A'

THE SCHEDULE ABOVE REFERRED TO


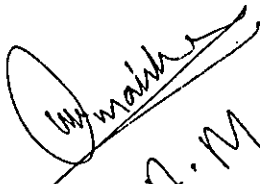
ALL THAT piece and parcel of N. A. Land bearing Survey No.310, Hissa No.3A, admeasuring H.R.O.-32-8, assessed at Rs. 2.76 Paise, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).



SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat / Shop No. D/303, on the 7<sup>th</sup> floor, admeasuring 905 (84.10 <sup>sq mt</sup>) Square feet (Built up area), in the 'D' Wing, in the Building known as "**TAPOVAN COMPLEX**" constructed on N. A. Land bearing Survey No.310, Hissa No. 3A, admeasuring H. R. O-32-8, assessed at Rs.2.76 Paise, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

  
  
Q. A. Makkar



SCHEDULE 'C'

TO WHOMSOEVER IT MAY CONCERN

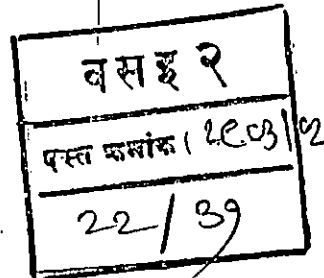
THIS IS TO CERTIFY THAT I have investigated the title of N. A. Land bearing Survey No.310, Hissa No. 3A, admeasuring H. R. O-32-8, assessed at Rs. 2.76 Paise, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II Virar, belonging to M/s. GOPAL SUMMET AND COMPANY and the title thereof is clear, marketable and without any encombrances.

I FURTHER CERTIFY THAT By an Agreement for sale dated 3rd April 2000, entered into by and between M/s. GOPAL SUMEET AND COMPANY (therein called "The Vendors") of the First Part and M/s. M. R. ASSOCIATES (therein called "The Developers") of the purchase the said land from the M/S. GOPAL SUMEET AND COMPANY, on the terms and conditions mentioned in the said agreement.

sd/-

(N. B. DESHMUKH & CO.)

ADVOCATE



*[Handwritten Signature]*  
*[Handwritten Signature]*  
S.A. Makkar



SCHEDULE 'D'

LIST OF AMENITIES

1. R.C.C. framed structures with 9" brick wall and 4" thick inside brick walls.
2. Outside plaster will be two coats sand faced with cement paint. Inside plaster will be neeru finished cement plaster with Distemper paint.

SPECIAL AMENITIES :

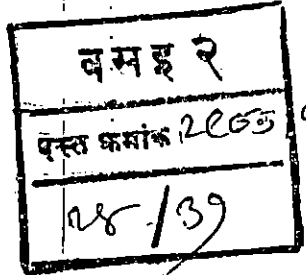
- A) LUXURY : 1. One R.C.C. loft over bathroom, and one in kitchen.  
2. One white wash basin.  
3. Shower and fancy tap in Bathroom.  
4. Orissa Pan in W. C.  
5. One Geyser.  
6. One Hot/Cold Mixer.
- B) DOORS : Fluse door (main doors with sumica finish) with fancy fittings.  
Sintex doors in W.C. & Bathroom.
- C) WINDOWS: 1. Aluminium Sliding windows with marble frames in Bedroom / Drawing Room.  
2. Openable Aluminium sliding window in Kitchen.
- D) TILING : 1. Spartex flooring with scarting in all rooms.  
2. Spartex flooring in Bathroom.  
3. Full Tiles in W. C.  
4. 2' dado in kitchen.  
5. Full tiles in bathroom.

बमहर  
स्व क्रमांक 2003/7  
23/39

*[Handwritten Signature]*  
S.A. Markkar



- E) **KITCHEN** : Raised kitchen platform with granite **PLATFORM** on top and stainless steel sink.
- F) **PAINTINGS**: 1. All doors oil painted.  
2. Externally cement paint.  
3. Internally distemper pint in all rooms
- G) **ENTRANCE** : Decorative entrance.
- H) **ELECTRICITY** : Casing capping electric wiring with extensive Layout, Mainline Concealed.
- I) **WATER** : Overhead R.C.C. Water tank with electric pump set.
- J) **WATER TANK**: Sintex water tank shall be provided over the bathroom loft.
- K) **PUMBING** : Concealed plumbing in Bathroom, W. C. and Kitchen.
- L) **GRILLS** : Fixed Grills shall be provided in Bathroom and W. C.



*[Handwritten signature]*

*[Handwritten signature]*  
S. A. Makkal



IN WITNESSES WHEREOF THE PARTIES  
HERETO HAVE HEREINTO SET AND SUBSCRIBED  
THEIR RESPECTIVE HANDS THE DAY AND THE  
YEAR FIRST HEREINABOVF WRITTEN.

SIGNED AND DELIVERED by the  
withinnamed "THE BUILDERS"  
M/S. M. R. ASSOCIATES  
a Partnership firm,  
in the presence of .....

For M. R. ASSOCIATES

*[Signature]*  
Partner

1.  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

वमइ २  
ए-नं क्रमांक २०७/१२  
२५/३९

SIGNED AND DELIVERED by the  
withinnamed "THE PURCHASER/S"  
MR. ~~MRS./SMT.~~ Ashok G.  
Makkar.

Mrs. Shashi A. Makkar.

in the presence of .....

1.

2.

*[Signature]*  
S.A. Makkar



RECEIPT

RECEIVED the day and the year first hereinabove written of and from the withinnamed PURCHASER/S, the sum of Rupees Fifty thousand only.

as and by way of earnest money, to be paid by him / them / her to us.

Cheque No. 024769 Date 25/04/2002

Bank Central Bank of India Branch Mumbai

Rs. 50000/-

वम इ २
एस्त क्रमांक 2003
२६/३९

WE SAY WE HAVE RECEIVED.

WITNESSES :

For M. R. ASSOCIATES

1.

Partner

BUILDERS





**गाव नमुना सात**

(अधिकार अभिलेख पत्रक)

जिल्हा: **विरार** जिल्हा: **विजयवाडी**

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवही (तायार करणे व सुविधित ठेवणे) नियम १९७१ - यातील नियम ३, ५, ६ आणि ७]

तहसील: **जयसिंग**

भूपापन क्रमांक	भूपापन ठेवणाऱ्याचा पदविभाग	भूपापना पत्रकी	भोगवटाधार्याचे नाव						घाते क्रमांक
३१०	३३७		१२२५	२५०७	३०६९	३९६६	४२३९	६६२७	कळामे नाव
द्वितीय स्थानिक नाव			६६९२	८०६०	४०००	८०६०			
सातवडी योग्य क्षेत्र	हेक्टर	सार	मिती	गोसखी गोपाळ सुजीत डोंड					
	घोस मिटर			कंपनी					
	०	३०	८३	अशोक एम. लक्ष्मी					
				रमेश एम. लक्ष्मी					
				लंकाबाई एम. लक्ष्मी					
१५५५ (सातवडी योग्य पत्रकीस) वर्ग (अ) वर्ग (ब)	०	०९	९०	गोपाळ रमेश लक्ष्मी					
१५५५	०	०९	९०						
आकारवडी त्रुटी किंवा त्रिभुज आकारवडी	छपवे	पैसे							
	३२	६०६६							

**व अ न ह र**  
 इस्त क्रमांक २०३/१२  
 २०/३९

**गाव नमुना खासा (पिकाची नोंदवही)**

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवही (तायार करणे व सुविधित ठेवणे) नियम, १९७१ यातील नियम २१]

**विज्ञापनातील क्षेत्राचा तपशील**

क्र. सं.	विभाग	विश्व पिकाव्हासील क्षेत्र						गिरीक पिकाव्हासील क्षेत्र			सातवडीसाठी उपलब्ध नसलेली जमीन		जस विधानाचे साधन	जस	जस	
		संकेत क्रमांक	जस विहित	अजस विहित	पिकाचे नाव	जस विहित	अजस विहित	पिकाचे नाव	जस विहित	अजस विहित	एवढा	क्षेत्र				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
								हे. आ.	हे. आ.							

महाराष्ट्र नोंदवही

दिनांक २५ / ५ / १९९९ - २०००



आव नमुना दोन (अनुसूचित महसुलाची नोंदवही)

भागा ( अ )

निकास विषयक प्रयोजनाकरिता वापर केलेल्या जमिनी

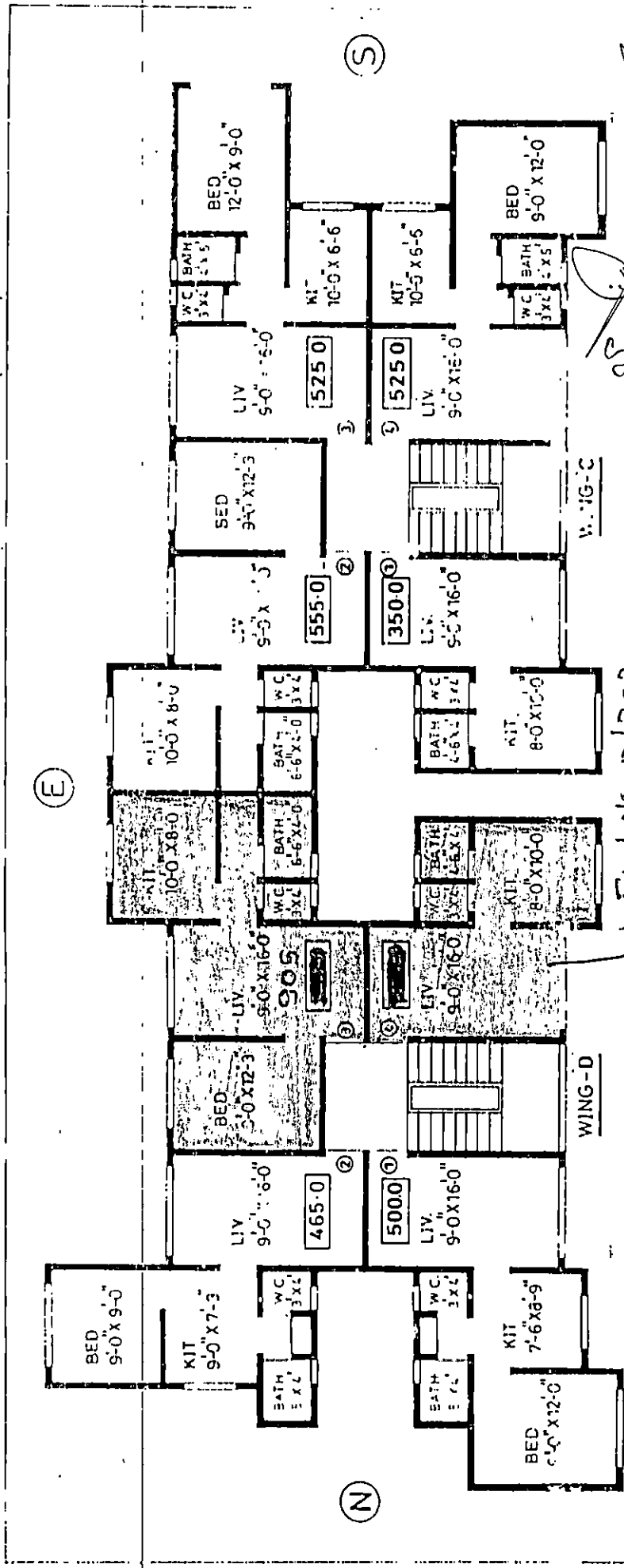
क्र.सं.	जमिनीचे वर्गीकरण	क्षेत्र (चौ.मी.)	अकृषिक परवानगीचे श्रुपदानाचे स्वरूप न अटी	सोबावटा रकमाची किमत असल्यास	वार्षिक मसुला	मुदत पासून पर्यंत	प्राधिकार	सांगुळ नमुना मधील नोंद क्र.	परिस्थिती भोगवटारादासचे नाव	पान क्र.
६	२	३	४	५	६	७ व ८	९	१०	११	१२
५०५	अणूय	५५६५५	वाणोजाडी		१०२०-२५	३१००९	८	३००	सकारिताधिकार	

(असल व न ह - रवली नकल) दि. १६ FEB २०००



वस नं २  
 नकाशा क्र. २००३  
 २८/७९

सहायक निकास अधिकारी



*S.A. Mulkar*  
*S. A. Mulkar*

Flat No. D/303  
 Mr. Ashok G. Mulkar  
 Mrs. Shashi A. Mulkar

TYPICAL FLOOR PLAN

ARCHITECT -  
**ABHAY RAUT**  
 PH. 88 555 22 83 22 77

PROPOSED RESIDENTIAL BLDG ON PLOT BEARING S NO-310 H NO-5A SITUATED  
 AT JIL-VIRAR, TAL-VASAI, DIST - THANE

बस २  
 बसा क्रमांक २९०६  
 २९/३९









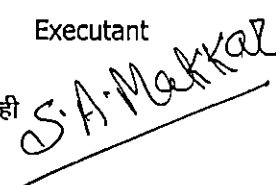


15/07/2002

1:27:31 pm

दस्त गोषवारा भाग-1

दस्त क्रमांक : 2903/2002

दस्ताचा प्रकार : Agreement

अनु क्र.	पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	मे एम आर असोसिएटस तर्फे भागीदार श्री राजन महादेव पाटील . एच 001 ,विष्णु प्रसाद कॉम्प्लेक्स ,पी पी मार्ग ,विरार सही	Executor 	 2117 - 5728	
2	श्री अशोक जी गवकर सी 7 ,मर्चन्ट अपार्टमेंट ,एम बी इस्टेट ,विरार सही	Executant 	 2117 - 5729	
3	श्रीमती शशी अशोक गवकर. सी 7 ,मर्चन्ट अपार्टमेंट ,एम बी इस्टेट ,विरार सही	Executant 		

बस इ २

दस्त क्रमांक २९०३

३० / ३९





दस्त गोषवारा भाग - 2

दस्त क्र. [वसई-2903-2002] चा गोषवारा  
वाजार मुल्या :630825 मोबदला :634000 भरलेले मुद्रांक शुल्क : 23130

पावती क्र.:2116 दिनांक:15/07/2002  
पावतीचे वर्णन  
नांव: श्री अशोक जी मक्कर

दस्त हजर केल्याचा दिनांक :15/07/2002 01:22 PM  
निष्पादनाचा दिनांक : 15/07/2002

6340 :गोंदणी फी  
620 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 15/07/2002 01:22 PM  
शिवका क्र. 2 ची वेळ : (फी) 15/07/2002 01:26 PM  
शिवका क्र. 3 ची वेळ : (कवुली) 15/07/2002 01:27 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 15/07/2002 01:28 PM

6960: एकूण

दस्ता गोंद केल्याचा दिनांक : 15/07/2002 01:29 PM

दु. निबंधकाची सही, वसई 2

दस्ताऐवज करुन देणार तथाकथित [ करारनामा] दस्ताऐवज करुन दिल्याचे कवूल करतात.

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

- 1) श्री संप्रजय वायु नाविक , , सुर्वाळा , खलारवाडी
- 2) श्री मुकेश एस सोतार , इ 02 ,विष्णुप्रतिभा कॉम्प्लेक्स ,विरार

दु. निबंधकाची सही  
वसई 2

संप्रजय वायु नाविक यांनी या  
दस्ताऐवज सादर केले आहे

पुस्तक क्रमांक 2003  
क्रमांकावर नोंदले.

दुय्यम निबंधक  
नारीब 94 माहे 06 सन 2002

दुय्यम निबंधक वसई-2

वसई 2
पुस्तक क्रमांक 2003
39/29



G.V. 39,59,000/- ENHPI 1001K