



AGREEMENT FOR SALE

SHOP/FLAT/ 8 ON 1st FLOOR OF BUILDING NO. B4

IN
RUNWAL NAGAR
AT

PLOT BEARING SURVY NO 44,46/5,47/5,
NEAR PRATAP CINEMA, THANE.



दुय्यम नंबर

जान १९८६

२२ तारखेस

बाजण्याचे दुय्यम निबंधक
बांचे कार्यालयात हजर केला.

D.N. Chandnani

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४९१८/११०

मुख्य निबंधक, मुंबई
भाषिलाची सुनावणी करण्याखेरीज,
निबंधकाचे सर्व अधिकार असलेला

Extra 1 copy

बाजण्याचे शी थिकाली -

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दुय्यम निबंधक, मुंबई

AGREEMENT FOR SALE

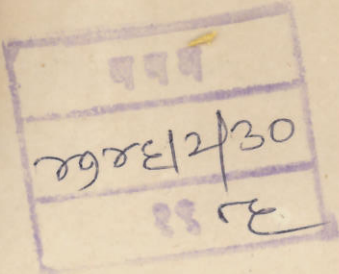
THIS AGREEMENT is made at Bombay this 20th day of October in the Christian Year 1986 between M/s. RUNWAL CONSTRUCTIONS, a registered Partnership firm carrying on business as builders, contractors, land developers, promoters of Co-operative Societies etc. and having their office at C-7 Amul Shopping Centre, 1st Road, Chembur, Bombay-400 071. hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the said firm the survivors or survivor of them the heirs executors and administrators of the last survivor and their his or her assigns) of the One part; AND Mr./Mrs./M/s. MRS. Veeena Chandnani & MR. D. N. Chandnani of Bombay Indian Inhabitants having their address Block No 129/169 Hindustan Chowk, Mulund colony Mulund W. Bombay 400082 hereinafter called "THE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, administrators, successors and permitted assigns) of the Other part.

मुद्रांक कायदा सत १९५८ चे कलम ३३
अन्वये अटकाविला.
दिनांक १२-१०-८६
मुख्य निबंधक, मुंबई

V.D. Chandran
D.N. Chandnani

मुद्रांक कायदा सत १९५८ चे कलम ३३
अन्वये अटकाविला.
दिनांक १२-१०-८६

दुय्यम निबंधक, मुंबई

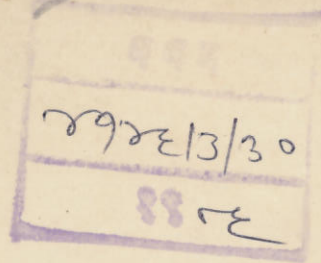
**WHEREAS :-**

First Schedule
(Land)

- A. By an Agreement for Development dated 14th October 1985 and made and executed between Kahanchan Lachhmandas Nayar and 29 others (hereinafter for the sake of convenience and brevity collectively and briefly referred to as "the Owners") of the one part and M/s. Subodh Constructions of the other part (hereinafter for the sake of brevity and convenience briefly referred to as "the Main Agreement") the Owners appointed the said M/s. Subodh Constructions as the Developers of the land belonging to them situate Off Eastern Express Highway in the Revenue Village of Panchpakhadi at Thane near Castle Mills more particularly described in the Schedule thereunder written as also in the First Schedule hereunder written (hereinafter for the sake of convenience and brevity briefly referred to as "the said land") and allowed them by themselves or through their nominees to develop the said land and the Owners also agreed to transfer and convey the title therein to the said M/s. Subodh Constructions or their nominees at or for the consideration and otherwise upon the terms and subject to the conditions more particularly specified in the said Main Agreement.
- B. At the request of the Developers abovenamed and the said M/s. Subodh Constructions the Owners have Agreed and consented to accept the Developers abovenamed i. e. M/s. Runwal Constructions under the Main Agreement in place and stead of the said Subodh Constructions and the Main Agreement has been accordingly and otherwise suitably changed and altered as provided and specified and recorded in the Supplemental Agreement dated 26th October 1985 and executed between the said Kahanchand Lachhmandas Nayar and Others of the one part the said M/s. Subodh Constructions as the confirming parties of the Second part and the Developers abovenamed as the Developers of the third part (hereinafter referred to as "the said Supplemental Agreement").
- C. The Owners have put the Developers in vacant and peaceful possession and enjoyment of the said land and also given them suitable Powers of Attorney in order to enable them the Developers to represent the Owners before various authorities and develop the said land.

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- D. In the proceedings before the Competent Authority under The Urban Land (Ceiling and Regulation) Act 1976 the Competent Authority has held by an Order dated 2/3/1982 bearing No. ULC/TA/THANE/SR-608 that there is no excess vacant land comprised in the said land as understood under the said Act; consequently the said lands are held to be within the ceiling limits under the hands of the Owners.
- E. The Developers have got prepared and approved and sanctioned the plans and specifications for constructions of buildings and structures to be called 'Runwal Nagar' on the said property by Thane Municipal Corporation.
- F. The Developers have also obtained the commencement certificate to start construction of buildings on the said property with shops on the ground floor and residential flats on the upper floors as permitted and the Developers are desirous of selling shops, flats, and/or other premises and units in the said property on what is known as ownership basis.
- G. The Developers have agreed to sell to the Purchasers and the Purchasers have agreed to purchase from the Developers Shop No..... Flat No.....8..... on the.....1st.....floor of the Building No.....B.A... to be constructed, in the said property as is indicated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary lines (hereinafter called "the said premises") at the price, upon the terms and subject to the conditions hereinafter appearing.
- H. The Developers have before entering into and executing this Agreement at the request of the Purchasers given to the Purchasers inspection of all the papers plans writings permissions approvals agreements deeds and documents of title in relation to or concerning the said property under the provisions of the Maharashtra Ownership Flats Act and/or as required by the Purchaser and the Purchasers hereby confirm and accept and are satisfied with the same and that they have no objection or requisition in respect of the same.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED
BY AND BETWEEN THE PARTIES HERETO as follows :-

Agreement to Sell. 1. The Developers agree to sell to the Purchasers and the Purchasers agree to purchase from the Developers the said premises being flat No..... 8..... Shop No..... on the 1st..... floor of Building No..... B4..... when completed by the Developers on what is known as Ownership basis at or for the price of Rs...../- (Rupees 1,58,460 /-.....). The General Specification and the amenities and installation to be provided in the said premises are given in the Second Schedule hereunder written.

Second Schedule
Amenities

Payment of price by instalments. 2. The Purchasers agree to pay to the Developers the said price as follows :-

Earnest.

(a) Rs..... 31,692 /-..... as earnest money on or before the execution of this Agreement (the payment and receipt whereof the Developers do hereby admit and acknowledge);

Balance payment.

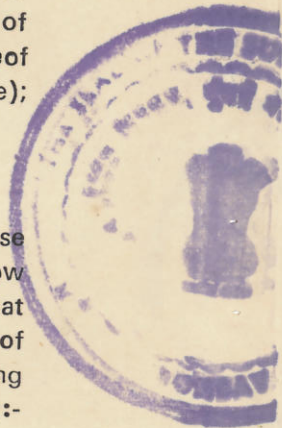
(b) The balance of the said consideration or purchase price shall be paid at the time stipulated below (time being the essence of this stipulation) that is within 7 days from the date of receipt of intimation in writing from the Developers asking the Purchasers to make payment of the said money:-

(i) Rs. 15,850 /- on the completion of the plinth.

(ii) Rs. 15,850 /- on the completion of the first Slab.

(iii) Rs. 15,850 /- on completion of the Second Slab.

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- (iv) Rs. 15,850/- on completion of the Third Slab.
- (v) Rs. 15,850/- on completion of brick work.
- (vi) Rs. 15,850/- on completion of the plumbing work.
- (vii) Rs. 15,850/- on completion of the Electrical wiring
- (viii) Rs. 15,818/- on the said premises being completed in all respect and fit for occupation.

Interest.

Interest at 21 (twenty one) per cent per annum will be paid to the Developers by the Purchasers on all amounts becoming due and payable but remaining unpaid although demanded by the Developers from the date when they become due and payable until they are paid. However, this provision for payment of interest will not entitle the Purchasers to delay the payment and the Developers will have recourse to all other rights and remedies and to other powers which may be available to them under this Agreement and at law.

Default in payment 3. or committing breaches of the Agreement.

If the Purchasers fail to make payment of any amount that has become due and payable and/or commit any default or breaches in the observance and performance of the terms and conditions of this Agreement and on their part to be observed and performed than the Developers will (without prejudice to the other remedies available to them) be entitled to terminate this Agreement and forfeit all the monies till then paid by the Purchasers and on such forfeiture, the Purchasers shall have no right, title or interest to claim or demand against the Developers or in to or upon the said premises. The Developers will be entitled to re-sell or otherwise in any manner dispose of the said premises and appropriate the sale proceeds thereof and other moneys received for their own benefit without being responsible or accountable to the Purchasers in that behalf in any way.

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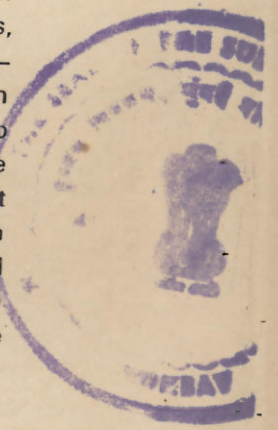
Plans and consent 4.
to changes

The Developers shall construct the said buildings and the shops flats and other premises therein in accordance with the plans and specifications as approved by the Municipal Corporation and/or other authorities concerned and the said plans and specifications have been seen and accepted by the Purchasers and they shall not at any time raise any objections or requisitions in that behalf. The Purchasers hereby accord their consent to the Developers making such alterations, additions, modifications or variations in respect of the said buildings and in respect of the said premises as the Developers consider as required or necessary. The Purchasers hereby accord their further consent to the Developers constructing and disposing off as they may deem fit any additional structures that may be built as per the rules and regulations in this behalf of the Municipal Corporation or other authorities concerned.

Date of possession 5.
and Conveyance
together

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The Developers will endeavour to hand over possession of the said premises on or before the.....31.12...day of...December...1987 at which time they will also execute or have executed conveyance/s also for transfer of title. If for reasons beyond the control of the Developers (including non-availability of labour, building materials or controlled materials or occurrences of flood, earthquakes, riot, war or other inevitable accident, calamities or circumstances taking place including restrictions on construction work and use of building materials that may be put up by the authorities concerned) the Developers are unable to give possession by the said date, then, and in that case and in the absence of any other date agreed upon by and between the parties hereto, the said date shall be deemed to have been automatically extended by the period during which the delay has taken place, A Notice shall be given by the Developers to the Purchasers to take possession on the said specified date. Possession as aforesaid shall be delivered provided all the amounts due under this Agreement and otherwise at law, are paid by the Purchasers to the Developers and all necessary papers for possession as also various forms, application, letters, papers and writings or documents required for the formation of the proposed Co-operative Society or other Organisation or to be given to various authorities are duly filled in, signed, executed and delivered by the Purchasers on or before taking possession, on or before taking possession the purchasers will pay to the Developers the following sums of money :-



Payments at the
time of possession.

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- (a) Re. 1/- (Rupee one for Membership fee of the proposed co-operative Societies or other Organisation that may be formed;
 - (b) Rs. 250/- (Rupees Two hundred and fifty only) or Rs. 500/- for shares to be allotted in the proposed Organisation in case it is a Co-operative Society to be formed.
 - (c) Rs. 750/- (Rupees Sevenhundred and fifty only) lawyers fees for formation of the proposed Organisation and preparation of the conveyance of the property to it;
 - (d) Rs. 250/- (Rupees two hundred and fifty only) for out of pocket expenses in formation of the proposed organisation;
 - (e) Rs. 1,000/- (Rupees one thousand only) as interest free deposit towards outgoings of the said premises such as Municipal taxes Maintenance charges etc.

Rs. 2,251/- (Rupees Two thousand two hundred fifty one Rupee only)

The Purchasers will be bound to take possession within 7 days of the receipt of the notice by the Developers to take possession and time shall be the essence. Notwith standing what is stated above or herein elsewhere to the contrary it is hereby specifically agreed and understood that the Developers will transfer the possession of the said premises simultaneously with the execution of the Conveyance/s transferring the title in favour of the proposed Co-operative Society or Societies or other organisation/s that may be formed but not at any time before that.

Title Certificate
(Third Schedule)

6. The Purchasers have prior to the execution of this Agreement inspected and satisfied themselves about the titles of the Owners and the Developers to the said property and have accepted the title of the owners to the said property and of the Developers to Develop the same and have

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accepted the title Certificate issued by M/s. Gagrat & Co., Advocates and Solicitors of the Developers. A copy of the Certificate of Title to the said property issued by Messrs. Gagrat & Co. Advocates and Solicitors, is reproduced in the Third Schedule hereunder written. The Purchasers will not hereafter at any time raise any requisition or objection to the title.

Purchaser to pay proportionate share of all outgoings.

7. (a) The Purchasers agree and bind themselves to forthwith pay on demand to the Developers and from the date when possession of the said premises is offered to them a sum of Rs/- or such other sum as the Developers may estimate from time to time every month in advance as their proportionate share (as determined by the Developers in their absolute discretion) towards all outgoings in respect of the said property including all taxes, cess, dues, duties, impositions, levies, betterment charges, insurance, common lights water charges, electricity, wages for security staff/watchman, and sweepers; and all other expenses necessary required or expedient of and incidental to the Management upkeep and maintenance of the said property and the buildings thereon including the said premises; If there is levy of any new tax including tax in the nature of Sales Tax or otherwise, the same shall be borne and paid by the Purchasers proportionately alongwith other buyers.

payment to the Co-op. Society/s.

(b) After the proposed Co-operative Society/s or other Organisations are formed, the Purchasers will pay their shares of aforesaid outgoings to the said Co-operative Society/s or Organisation and the developers will transfer all deposits to the said Co-operative Society/s or Organisations after deducting therefrom all the dues of whatsoever nature payable by the Purchasers to the Developers.

Other charges

(c) The Purchasers shall on possession of the said premises being offered to them also bear and pay all electricity, water, water-pump, and other charges and outgoings relating to and payable in respect of the said premises from the date when the Purchasers are offered to be put in possession of the said premises.

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No transfer until
 Co-operative
 Society/s or
 Organisation formed.

8. Nothing in this Agreement shall be construed as a Conveyance or transfer in law of the said premises or of the said property under construction or any part or portion thereof and such conveyance and transfer shall take effect only upon the execution and registration of a Deed of Conveyance in favour of the said Co-operative Society/s or Organisation/s.

No Sale or transfer
 until all dues are
 paid

9. The Purchasers shall not let, sub-let, transfer or assign or give on sub lease or leave and licence basis or assign the benefit of this Agreement, or part with possession of the said premises or any portion thereof to any person or firm or body corporate until all the dues are fully paid and discharged. If all dues, upto date are fully paid up and if the purchasers have not committed any breach of this Agreement then the Purchasers will be entitled to assign or transfer the said premises but only after obtaining the previous consent in writing of the Developers in that behalf and on the Transferees from the Purchasers-executing such agreement or agreements or consent as may be required by the Developers and the Transferees undertaking to observe perform and carry out the terms and conditions as are herein contained and such other conditions as may be imposed and the costs and expenses of such agreement or agreements will be paid by the Purchasers and/or such Transferees.



First Lien by the
 Developers.

10. The Developers shall in respect of any amount liable to be paid by the Purchasers under this Agreement or otherwise at law have first lien and charge on the said premises agreed to be acquired by the Purchasers.

Maintenances by
 Purchasers after
 possession

11. On and after the possession is offered, the Purchasers shall maintain the said premises in good and proper state of condition and repair and well maintained at their own cost and expenses and they shall not do or suffer to be done anything therein or to the said building which may be against or in breach of the rules, regulations and bye-laws of the proposed Co-operative Society/s or other organisation and that may be formed and also of the Municipal Corporation or the Government of Maharashtra or any other local or public authority including the electric Supply Company and they shall be responsible and liable to the

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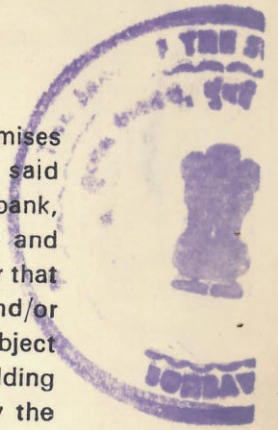
Developers and the proposed Co-operative Society/s or other Organisations that may be formed or to the concerned authorities for anything so done or allowed to be done by them. The Purchasers will (after delivery of possession) keep the said premises, walls and partition walls, sewers, drainage system and appurtenances thereto in good and tenatable repair and conditions and in particular so as to support, shelter and protect the parts of the said building other than their said premises.

User

- 12. (a) The purchasers shall not use the said premises for any purpose, other than for which they are given by the Developers (namely, that the said shop for business purpose, and the flat for residential purpose) and the purchasers shall not do anything which shall be a cause or a source of nuisance or annoyance to the Developers, or any other persons or the proposed Co-operative Society/s or other Organisations that may be formed or any member thereof and the other occupiers of the building in which the said premises are situated or to any one in its vicinity or neighbourhood;

User of other premises

- (b) The Developers shall be entitled to sell the premises in the said building or other buildings in the said property for the purpose of using the same as bank, maternity homes, coaching classes Restaurants and for other non-residential user and/or for any user that may be permitted by the Municipal Corporation and/or other authorities, and the Purchasers shall not object to the use of the other premises in the said building or other buildings for the aforesaid purposes by the buyers thereof or anyone claiming through them.



No storage of hazardous goods.

- 13. The Purchasers shall not store in the said premises or bring in the building in which the said premises are situated or other buildings in the said property any goods which are hazardous combustible or considered objectionable by the authorities or dangerous or excessively heavy so as to affect or injure or damage the construction or the structure of the building or any part thereof and shall not carry or cause to be carried heavy packages

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to the upper floors which are likely to damage the staircase, common passages, open spaces, or any other structures or parts of the building wherein the said premises are situate.

No alteration or new construction by Purchasers.

14. (a) The Purchasers shall neither demolish or cause to be demolished any part or portion of the said premises and the said building wherein the said premises are situate nor make or cause to be made any new construction or additions or alterations thereto without the previous consent in writing of the Developers, the Municipal Corporation and any other public body/ authority and the said Co-operative society/s or other Organisation when formed and which consent on the part of the Developers shall not be unreasonably withheld provided it is not in breach of the Agreement and/or of the rules and regulations of the Municipal Corporation or any other public body or local authority or the bye-laws and/or rules and regulations of the said Co-operative Society/s or Organisations;

- (b) After the possession of the said premises is handed to the Purchasers if any additions, alterations or modifications in or about or relating to the building wherein the said premises are situate are thereafter required to be carried out by the Municipal Corporation or under the instructions or directions of any local authority or body or any other statutory authority the same shall be allowed to be carried out by the Purchasers in co-operation with the buyers of the other premises in the building wherein the said premises are situate at their own costs and the Developers shall not in any manner be liable to or responsible for the same.

Developers right to make alterations.

15. (a) The Developers shall have full rights and authority until the execution of the Conveyance in favour of the proposed Co-operative Society/s or Organisation/s to make any additions, alterations, modifications or to construct or raise additional storeys or put up additional structures, advertisements and noen-signs as may be permitted by the Government of Maharashtra, Municipal Corporation and other competent authorities. Such additions, modifications, alterations, structures

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and storeys shall be the sole and exclusive property of the Developers who shall be entitled to dispose of or alienate the same in any way and manner they choose and the Purchasers hereby consent to the same;

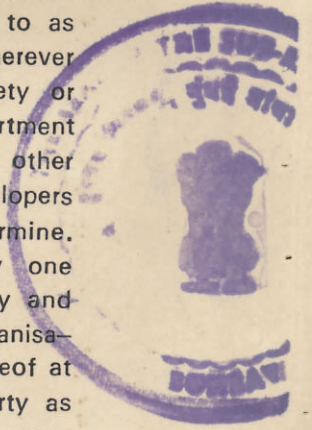
Additional F.S.I.

(b) The Developers will entitled to the user and appropriation of any additional floor space Index (hereinafter referred to as "F.S.I.") that may be available to them at any time in future in respect of the said property and the Purchasers and the proposed Co-operative Society/s or Organisation/s formed will not object to the same and they hereby give their consent to the same;

Name Runwal
Nagar.

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The buyers of all the premises in the buildings constructed or to be constructed in the said property described in the First Schedule hereto (including the Purchasers above-named) will form themselves into a Co-operative Society/s or an Association/s of Apartment Owners or a Limited Company/s or other body corporate as the case may be and as may be permissible in law, (hereinafter as also hereinabove at several places referred to as "the Organisation" which expression shall wherever used mean and include the co-operative Society or Societies or an Association or Associations of Apartment Owners or a limited Company or companies or other corporate body that may be formed) as the Developers may in their absolute discretion decide or determine. The Developers shall have a right to form only one Organisation for the whole of the said property and various buildings therein or more than one of such Organisations for the various buildings therein or sets thereof at their own discretion. The name of the said property as a whole shall always be "Runwal Nagar" and the name of the said Organisation/s that may be formed shall always contain the word "Runwal" and the same shall not be changed without the previous permission in writing of the Developers. The Purchasers agree to join in the formation of the said Organisation/s and become the members or shareholders, or apartment holders thereof as the case may be, After the completion of the buildings and on receipt by the Developers of the full consideration or price of all the premises and payments in full of all other dues payable in terms of this Agreement or otherwise



Formation of the
Organisation/s.

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and on formation of the said Organisation/s the Developers shall convey, transfer and assure and/or cause to be conveyed, transferred and assured by a Deed of Conveyance or Conveyances or other documents in favour of the said Organisation/s the said property or parts thereof or in the case of formation of an association of Apartments Owners transfer the said premises hereby agreed to be sold to the Purchasers by a Deed of Apartment duly registered as required in law. All the documents, deeds, and other writings for the formation of the said Organisation and the Conveyance and transfer of the said property or transfer of the said premises including stamp duty and registration charges and other taxes if any levied as also out-of-pocket expenses, levies, or fee or premium that may be imposed by the Government or any local authority at the time of transfer or otherwise will be borne and paid by all the buyers of various premises in proportion to their share as shall be determined by the Developers and which determination shall be final and binding on the Purchasers. In the event of there being any deficit, the same shall be made good by all buyers in such proportion as the Developers may in their absolute discretion determine. In the event of there being any surplus, the same will be refunded to the Purchasers.

Bye-laws of the Organisation to be observed.

17. The Purchasers agree to observe, perform and abide by the Constitution, Memorandum and Articles and all the Rules, Regulations and Bye-laws which the said Organisation may adopt at its inception and modify and or alter from time to time thereafter.

Common passage not for storage.

18. No occupier or occupants of any part of the various buildings will use or permit the use of the common passage and the common staircases, either for storage or putting articles and things or for use by servants at any time nor will the occupiers hang clothes and any other linen and effects in the common passage and the staircase. The Purchasers shall not construct anything in or on the open balconies attached to their premises or close the same and keep the same always open to the sky and unbuilt upon and will keep it clean and will not allow it to be a nuisance to the other occupants of neighbouring or nearby premises.

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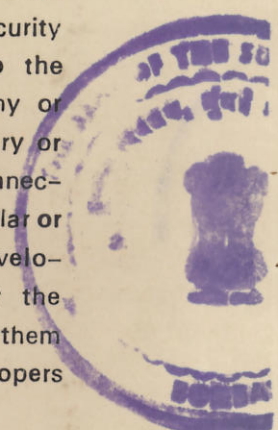
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Purchasers to sign all documents. 19. The Purchasers shall be bound to to sign, seal, execute and deliver all documents, deeds, writings, forms and papers and do all other things, as the Developers may require them to do from time to time in this behalf for safeguarding the interest of the said property and other premises and for effectively carrying out the provisions of this Agreements.

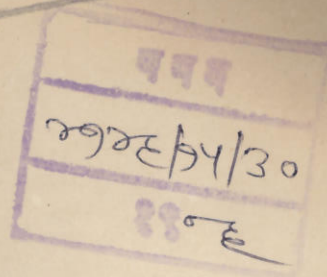
Purchasers bound by majority. 20. This Agreement is a part of the scheme for formation registration and incorporation of the Organisation that may be formed and it is agreed by the Purchasersthat they shall be bound by the decision Of the majority of the buyersto whom the Developers shall sell the other premises, in all matters in relation to or arising under or out of this Agree- ment or in relation to or concerning the management administration and affair of the said property and the said Organisation they may be formed.

Security Deposits. 21. (a) The Purchasers hereby confirm and agree that in the event of any amount by way of premium or the Security deposit or other sums of money payable to the Municipal Corporation or to the Electricity company or to tha State Government or any other local, statutory or public authority for the purpose of giving water connec- tion or electricity connection or payment of a similar or other nature becoming payable or paid by the Develo- pers the same shall be on demand made by the Developers in that behalf forthwith reimbursed by them to the Developers in such proportion as the Developers may in their absolute discretion decide.

Deposits to be handed over to the Organisation. (b) All deposits that may be paid by the Purchasers to the Developers in respect of water, electricity or for any other purposes shall be transferred by the Developers to the said Organisation when formed without any interest and after deducting therefrom and appropriating to themselves the amount that may be due and payable by the Purchasers to the Developers;



V. D. Chandnani
D. M. Chandnani



Insurance.

22. (a) After the possession is offered to the Purchasers they shall insure and keep insured the said premises against loss or damage by fire, riot, war, flood, civil commotion, act of God or such other risks as may be required by the Developers to the full value thereof in the joint names of the Developers and of the Purchasers with such Nationalised insurance Company as the Developers shall determine and whenever required they shall produce to the Developers the Policy or policies of such insurance and the receipt for the last premium paid in respect of same and in the event of the said premises being damaged or destroyed by fire or otherwise to expend the insurance money for repairs, re-building or reinstatement of the said premises as soon as reasonably practica and required;

(b) The Purchasers shall not do or permit to be done any act or thing which may render void or voidable any insurance of any other premises or any part of any building or cause any increased premium to be paid in respect thereof;

No nuisance or dirt.

23. The Purchasers shall not throw or allow or suffer to be thrown dirt, rubbish, rags, cigarette ends or other refuse or permit the same to be thrown from out of the said permises or in the compound or any portion of the said building wherein the said premises are situate.

Indulgence not to be construed as condonation of breach.

24. Any delay or indulgence by the Developers in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any nanner prejudice the rights of the Developers.

Developer's right to deal with property.

25. The Developers shall be at liberty to sell, transfer, assign, mortgage, raise money or security of the said property and/or deal with or dispose of their right title and interest in the said property buildings and structrues that may be constructed thereon provided however that the

V. D. Chandnani
D. N. Chandnani

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Developers do not affect or prejudice the interest of the Purchasers under these presents in respect of the said premises agreed to be purchased by them.

Developer's right of inspection of the premises.

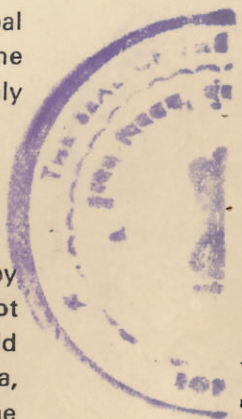
26. The Purchaser shall permit the Developers and their agents with or without workmen at all reasonable time and from time to time to enter into and upon the said premises or any part thereof to view and examine the condition of the said premises and/or the building as also for the purpose of maintaining, re-building, cleaning, lighting and keeping in good order and condition all services including drain pipes, cables, water pipes, gutters, wires, structures or other conveniences belonging to or serving or used for the said building as also for the purpose of laying down, maintaining or repairing and testing the drainage and all other pipes and electric wires and for similar other purposes.

Liability to pay additional taxes.

27. In case the purchasers give the said premises on leave and licence basis or any other basis and if on that account the Municipal Authorities or any other authority charge the Municipal or other taxes Municipal taxes in increased rate the Purchasers shall pay such excess Municipal taxes. In case the Purchasers fail to pay such excess Municipal Taxes than Purchasers shall alone be liable for all the consequences whether directly or indirectly or remotely remotely resulting from such non-payment.

Purchasers to have no right except to the said premises.

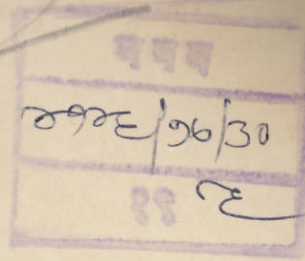
28. Save and except in and to the said premises hereby granted/agreed to be acquired, the Purchasers shall not claim any right to any other part or parts of the said building i.e. to any of the open spaces. Garden area, parking places, garages, terraces, unutilised FSI. or the FSI. that may be granted by the Municipal authorities and the buildings contemplated to be built as aforesaid will remain the property of the Developers until the same is transferred to the said Organisation and that upon the land and the buildings thereon being transferred to the said Organisation documents to transfer the same shall contain necessary covenants reserving to the Developers aforesaid rights or such of them as the Developers may desire.



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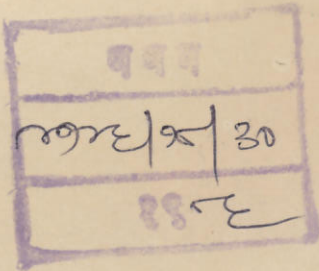
29. If the Floor Space Index (FSI) available on the said property is not fully consumed by construction of the buildings on the said property in pursuance of the said plans or if any additional floor space index is granted or made available or if there is any relaxation in the Municipal Rules in that behalf, the Developers will be entitled to consume such unused floor space index or the additional floor space index by construction of additional premises on the said buildings at any time within 5 years from the date of the said property being transferred to the said Organisation and sell the premises in such additional construction on ownership basis by the agreements in form similar as near as possible to this agreement and that the buyers of the said additional premises shall be entitled to become and be the members of the Organisation that will be formed by the Purchasers along with the other buyers of the remaining premises of such buildings the conveyance of the land and the buildings thereon in favour of the said Organisation shall contain suitable covenant reserving rights of the Developers as contemplated by the foregoing clause.

Terrace.

30. The terrace on the building shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit. In the event of the Developers obtaining permission from the Municipal Corporation for construction of any type of premises on the terrace, then the Developers shall be entitled to deal with and dispose off in any manner whatsoever such premises constructed by them on the terrace together with the terrace to such person or persons or parties at such rate and on such terms and conditions as the Developers may deem fit. The Developers shall be entitled in that event to allot the entire terrace to the buyers of such premises constructed on the terrace and the terrace shall then be in the exclusive possession of such buyers of such premises constructed on the terrace as aforesaid. The Organisation that may be formed by the Developers of all the buyers of the premises shall accept the buyer of the premises that may be constructed on the terrace as their member/s. In the event of any water storage tank being constructed on the terrace of the said building for the benefit and use of the various flats/shops or other premises than the Organisation shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep maintenance and for repairing the tanks at all reasonable time during



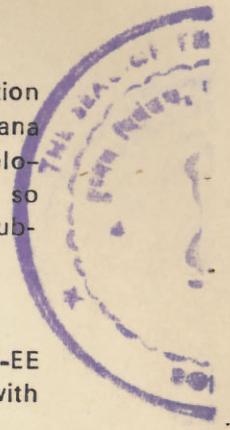
V. D. Chandnani
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the day time and/or at such other time or times in case of emergency as may be mutually agreed to between the Developers and the buyers of terrace premises.

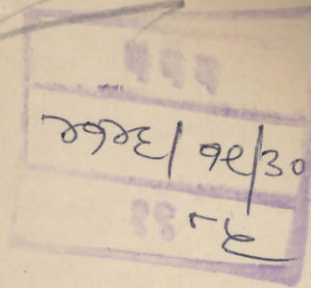
- Aquisition of any part of the plot. 31. In the event of any portion of the said property being notified for setback prior to the transfer thereof in favour of the said Organisation the Developers alone shall be entitled to receive the amount of the compensation for such setback line or take and receive other benefits thereof including any additional FSI that may be granted.
- Communication of Notices etc. 32. All letters, receipts and/or notices issued by the Developers despatched under Certificate of Posting to the address known to them of the Purchasers will be sufficient proof of receipt thereof by the Purchasers and shall be an effectual discharge on the part of the Developers and the same shall be deemed to have been received by the Purchasers on expiry of normal delivery.
- Brokerage. 33. The Purchasers agree to pay Messrs..... brokerage at the rate of two (2) percent on the purchase price on the execution of this Agreement.
- Registration with Sub-Registrar. 34. The Purchasers shall lodge this Agreement for registration with the Sub-Registrar of Assurances at Bombay or Thana within 7 days from the date hereof and inform the Developers inwriting the serial number under which it is so lodge and thereupon the Developers will attend the Sub-Registrars office and admit execution thereof.
- Registration with the Incometax Authority. 35. This agreement shall also be registered in Form No. 37-EE under Section 269-AB of the Income-tax Act, 1961 with the income-tax Authority within 30 days
- Marginal Notes. 36. Marginal Notes and headings given to various clauses hereinabove have been so given for the sake of convenience and easy and ready reference only and they do not in any way govern or interpret the meaning thereof.



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V. D. Chandnani
D. W. Chandnani

IN WITNESS WHEREOF the parties hereto have executed these presents and a duplicate hereof the day and the year first hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO :
(Description of Property)

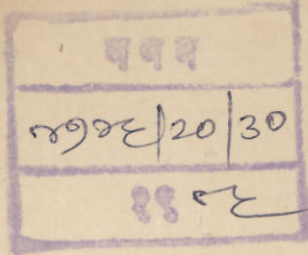
ALL THOSE pieces or parcels of vacant non-agricultural and situate off Eastern Express Highway in the Revenue Village of Panchpakhadi Taluka and District Thane within the Registration District and Sub-District of Thane and also within the limits of Thane Municipality and bearing Survey No. Hissa No. and having the area as under :

Sr. No.	Survey No	Hissa No.	Sq. Metres
1.	44	—	10,620.00
2.	45	5	9,660.00
3.	47	5	3,470.00
		
Total Sq. mtrs.			23,750.00
		

V.D. Chandnani
D.N. Chandnani

CSK



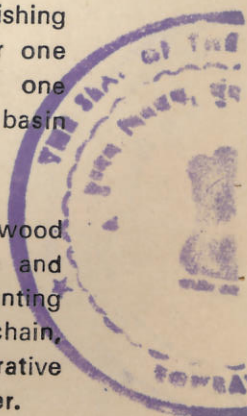


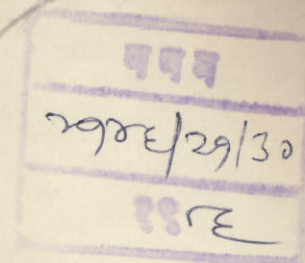
THE SECOND SCHEDULE ABOVE REFERRED TO :
(List of Amenities to be provided for the proposed
Runwal Nagar at Thane).

1. Sound RCC Construction, external brick walls in sand faced cement plaster and internal brick walls in Cement Plaster with neeru finish.
2. FLOOR FINISHES : All the rooms and balconies to be finished with marble mosaic tiles with half tile skirting. Bath rooms to have Polished kota floor and 4' - 0" high dado of white glazed tiles, W.C. will have 2' - 0" dado proper slope in all rooms during tiling staircase in m.m. tiles Terrace fully water proofed with broken pieces of marble mosaic laid to slope.
3. KITCHEN : Two feet wide cooking platform in polished black cuddappa with tander border, built in sink, 2' - 0" high dado of white glazed tiles above platform.
4. W.C. & TOILET : One Indian style W.C. pan G.I. finishing cistern one 1 to 3 K.V. geyster one towelrod 2' - 0" wide (Alum) one shower, one 15" X 22" wash basin with mirror.
5. MAIN DOOR : First class seasoned C.P. Teak-wood flush type veneer ply with polish and internally commercial ply with painting door latch aldrop. letter slit, safety chain, Godrej night latch brassing decorative handle, peep hole, Electric Buzzer.
6. OTHER DOORS : All first class flush door with commercial ply with enamel paint oxidised iron fittings, woodenstopper, Terrace and Balcony doors will be panelled W.C. and Bath-room doors:- First class seasoned C.P. Teak panelled door safety glass seasoned in the door top, baby latches and handles in and outside, inside level will be 2 cm. lower then outer finished floor level.

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V. D. Chandnani
D. N. Chandnani





7. WINDOWS : First class seasoned C.P. Teak-wood with glass panel and shutter hinged type Oil painted and without ventilator, safety grill on all windows Tower bolt and handle, on every shutter (Oxidised iron). All T.W. frame 3" X 4" W.C. and Bath-room windows will be louvered type in glass.

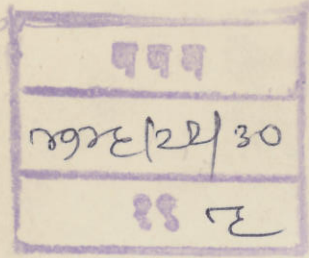
8. PAINTING : Flats will be colour wash with gum-Doors, windows and steel work in enamel oil paint and Exterior with water proof cement paint.

9. ELECTRICAL GENERAL. : All switches, holders etc. will be of good approved quality, conduit pipes with threaded type and wiring will be open type fittings on Terrace Electric lights points at suitable places one Electric light point per floor inside safety cage arrangement.

Rooms	Light Point.	Pluu Point.	Fan Point
Living Room	2	2	1
Bed-rooms.	1	1	1
Kitchen (1 power point)	1	2	1
Balcony.	1	-	-
Passage	1	-	-
Bath Room	1	1	-
W.C	1	-	-
Toilet	1	1	-
Entrance to Building	1	-	-
Compound.	4	-	-

10. GENERAL : Compound wall as per Municipal Corporation rules. Compound paving in cement concrete. Necessary light points in compound with bulk head fittings.

V. D. Chandrani
D. N. Chandrani



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**THE THIRD SCHEDULE ABOVE REFERRED TO :
(Title Certificate)**

**M/s. GAGRAT & CO.
Advocates Solicitors & Notaries**

THIS IS TO CERTIFY that we have investigated and examined the title of the land situate off Eastern Express Highway abutting on the internal Service Road thereof on East said in the Revenue Village of Fanch Pakhadi, Taluka and District Thane more particularly described in Schedule 'A' hereunder written and hereinafter called "the said land". Mr. Kahanchand Lachhmandas Nayar and 29 others whose names are mentioned in Schedule 'B' hereunder written (and who are members of various Hindut Undivided Families) are at present seized and possessed of and otherwise well and sufficiently entitled to the said land as owners.

2. By an order dated 2nd March, 1982 passed by the Competent Authority, Urban Land Ceiling (Thane Urban Agglomeration 8kms. Peripheral Area of Greater Bombay) under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 in case No. ULC/TA/Thane/SR-608 the said Competent Authority has for reasons stated therein come to the conclusion that the land held was less than the total land which could be allowed to be held under the said Act and that there was no excess vacant land under the said Act in the said land which could be acquired. The Competent Authority therefore ordered the statement filed under S.6(1) 1 of the said Act to be filed and proceedings to be dropped.

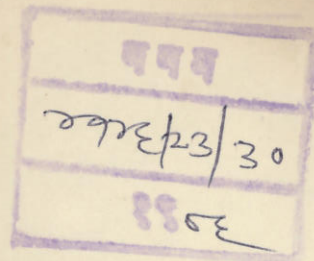
3. The title of the said Owners to the said land is good, acceptable and free from any charge mortgage lien or other encumbrances save and except that the original Title Deed viz. the registered Conveyance dated 9th October, 1965 relating to the said land and executed by Mrs. Manik Ramchandra Chaudhari in favour of the said Kahanchand Lachhmandas Nayar and others is at present lying deposited with the Union Bank of India who claims security thereon by way of equitable mortgage. However, the said Union Bank of India has by a letter No. LEG : BRJ : 5955 dated 28th September 1985 addressed to the Bombay Fine Worsteds Manufacturers, Castle Mills, Thane agreed to release the said land for development from their charge on the payments of the consideration money being paid by the Developers i.e. M/s. Runwal Constructions to the said Union



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V. D. Chandrani

D. W. Chandrani



Bank of India direct and which the said Developers have agreed to do. In the circumstances on the payment of the full consideration money under the said Development Agreement being paid direct to the said Union Bank of India the said land will be released from and freed of the said charge of union Bank of India.

4. By an Agreement for Development dated 14th October, 1985 and made and executed between the Owners of the One part and M/s. Subodh Constructions as Developers of the Other Part (hereinafter referred to as "the Main Agreement") the Owners appointed the said M/s. Subodh Constructions as Developeres for the said land and to allow them by themselves or through their nominees to develop the same and the Owners also agreed to transfer and convey the the title therein to the said M/s. Subodh Constructions or their nominees at or for the consideration and otherwise upon the terms and subject to the conditions more particularly specified in the said Agreement.

5. At the request of M/s. Runwal Constructions (hereinafter referred to as "the Developers") and the said M/s. Subodh Constructions, the Owners have agreed and consented to accept the Developers under the said Main Agreement in place and stead of M/s. Subodh Constructions and accordingly the said Main Agreement has been accordingly and otherwise suitably changed and altered as provided in and specified and recorded in the Supplemental Agreement dated 26th October 1985 and executed between the said kahanchand Lachhmandas Nayar and others of the one part, the said M/s. Subodh Constructions as the confirming parties of the Second Part and the Developers of the Third Part.

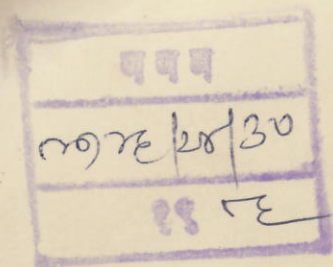
6. The Owners have put the Developers in vacant and peaceful possession and enjoyment of the said land and also given them suitable Powers of Attorney to enable them to represent the Owners before various authorities and develop the said land.

7. Thane Municipal Corporation of Thane (also being the Planning Authority) (hereinafter referred to as "the Corporation") has by a Commencement Certificate No. V.P. 1453 dated 17th January 1986 given the Commencement Certificate and permission

V.D. Chandnan

D. N. Chandnan





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for development of the property as required under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 to Mr. S. S. Runwal, Mrs. C. S. Runwal, Mr. A. S. Runwal of the Developers as the Constituted Attorneys of the Owners through their Architect Mr. A. W. Wesavkar on the terms and conditions more particularly specified in the said Commencement Certificate

8. We have therefore to state that in view of what has been stated above and in view of the above documents entered into and executed between the parties, the Developers M/s. Runwal Constructions have sufficient powers and authorities to develop the said land and to sell flats shops and other various premises therein on what is known as Ownership Basis.

SCHEDULE 'A'
(Description of the said land)

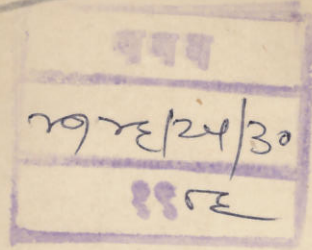
ALL THOSE pieces or parcels of vacant non-Agricultural land situate off Eastern Express Highway in the Revenue Village of Panchpakhadi, Taluka and District Thane and also within the Registration District and sub-District of Thane and also within the limits of Thane Municipality and bearing Survey No. Hissa No. and having the area as under :-



Serial No.	Survey No.	Hissa No.	Sq. Metres.
1	44	-	10,620.00
2	46	5	9,660.00
3	47	5	3,470.00
		
Total :			23,750.00
		

V. D. Chandnani
D. W. Chandnani

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SCHEDULE 'B'
(Names of the Owners)

1. Kahanchand Lachhmandas Nayar.
2. Mrs. Kaushalya Kahanchand Nayar
3. Kuldip Kahanchand Nayar.
4. Mrs. Asha Kuldip Nayar.
5. Ravindra Kahanchand Nayar.
6. Miss Shobha Kahanchand Nayar.
7. Mrs. Shakuntala Daulatram Nayar.
8. Jitendermohan Daulatram Nayar.
9. Mrs. Simran Jitendermohan Nayar.
10. Ajay Jitendermohan Nayar.
11. Abhay Jitendermohan Nayar.
12. Mrs. Kailash Kanhyalal Nayar.
13. Vinod Kanhyalal Nayar.
14. Mrs. Gunhild Vinod Nayar.
15. Arun Vinod Nayar.
16. Vijay Kanhyalal Nayar.
17. Mrs. Meera Vijay Nayar.
18. Anil Kanhyalal Nayar.
19. Mrs. Linda Anil Nayar.
20. Ram Gopal Lachhmandas Nayar.
21. Harish Ramgopal Nayar.
22. Mrs. Veera Harish Nayar.
23. Janakraj Lachmandas Nayar.
24. Mrs. Primla Janakraj Nayar
25. Brijbehari Lachmandas Nayar.
26. Mrs. Mary Edna Brijbehari Nayar.
27. Jagdishmohan Lachmandas Nayar.
28. Mrs. Mary Elizabeth Jagdishmohan Nayar.
29. Miss Anita Jagdishmohan Nayar.
30. Miss Anjali Jagdishmohan Nayar.

Dated at Bombay this 18th day of February, 1986

GAGRAT & CO.
Sd/-

(ANANT R. JANI)
Partner.

Advocates & Solicitors for the
Developers Messrs. Runwal Constructions.

V. D. Chandmani
D. N. Chandmani

(Handwritten signature)

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SIGNED SEALED AND DELIVERED by)

the withinnamed Developers :)

MESSRS. RUNWAL CONSTRUCTIONS)

by the hand of their Partner)

Mr. S. S. Runwal)

in the presence of :)

For Messrs Runwal Constructions,

S. S. Runwal
 Partner

SIGNED SEALED AND DELIVERED by)

the withinnamed Purchasers :

Shri *Smt. Veena Chandnani*
 MR. D. N. *Chandnani*

in the presence of.....)

V. D. Chandnani
D. N. Chandnani

RECEIVED of and from the withinnamed)

Purchasers the sum of Rs. 31,692/-

Rupees Thirty One thousand

six Hundred Ninety two only

being the earnest money paid to)

us as withinmentioned.)

Rs. 31,692/-

WITNESS :

WE SAY RECEIVED :
 For Messrs. Runwal Constructions

S. S. Runwal
 Partner.



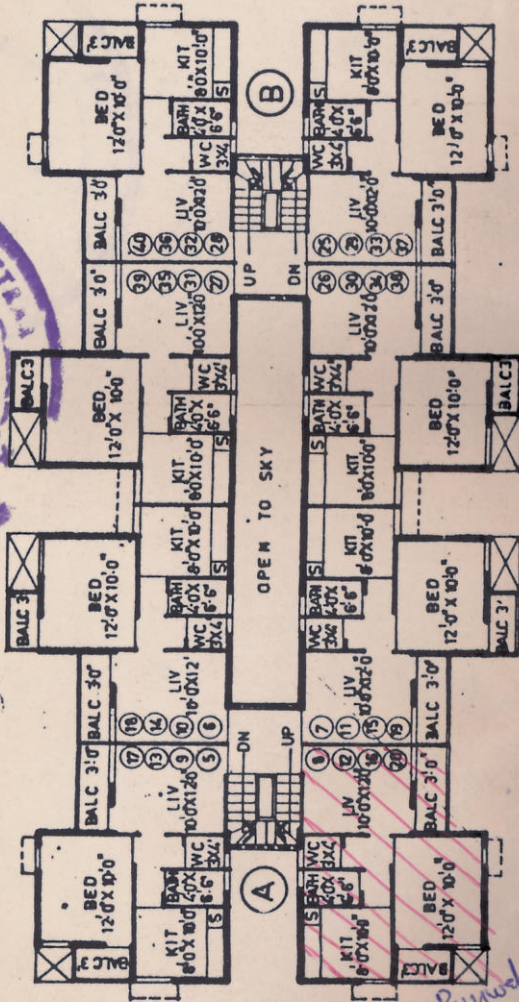
RUNWAL - NAGAR

FLATS NoS	S. B. UP AREA.
1-4, 5, 8, 9, 12, 13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33, 36, 37, 40.	556-00 SQ. FTS.
2, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34, 35, 38, 39.	557-00 SQ. FTS.

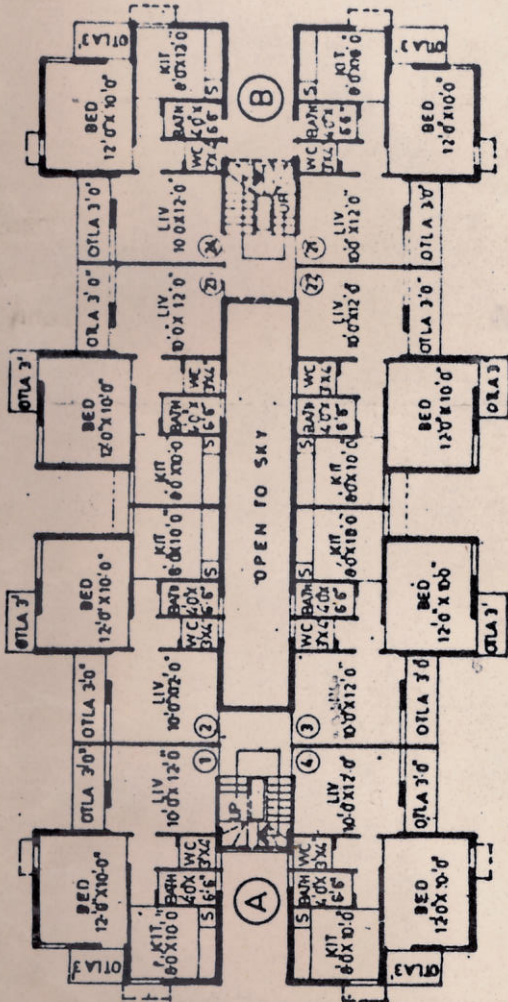
'B1', 'B2', 'B4' TYPE BUILDING

BUILDERS
RUNWAL CONSTRUCTIONS, BUILDERS & CONTRACTORS, OFFICE:
 C7 AMUL SHOPPING CENTRE,
 1ST ROAD CHEMBUR,
 BOMBAY 400071
 TEL PHONE No: 521515, 521314.

ARCHITECTS
M/S WESAVKAR & CO,
 ARCHITECTS & ENGINEERS
 73 N. S. BOSE ROAD,
 THANE.
 TEL PHONE No 595951, 508580.



TYPICAL FLOOR PLAN



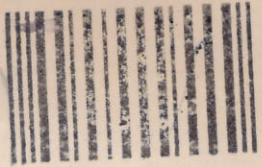
GROUND FLOOR PLAN

Flat No 8

*V. D. Chandnani
 D. N. Chauhan*

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 श्री. रामा राम राम राम

दिनांक
 २०/१२/३०
 ११ ६६

श्री. रामा
 दिनांक
 २०/१२/३०

श्री. रामा

श्री. रामा राम राम
 २०/१२/३०
 श्री. रामा

दुयम निवधकार माहित असलेले इतम
 असे निवेदन करतात की, ते दस्तऐवज करून
 देणाऱ्या उपरोक्त इसमास व्यक्तिशाः जाणतात
 आणि त्याची खोळख पटवितात.

श्री. रामा
 दिनांक २०/१२/३०
 दिनांक २३/५/६६

दिनांक २०/१२/३०
 दिनांक २३/५/६६

दिनांक २०/१२/३०

पुस्तक
४९४६/३०/३०
११८६

५७४

पुस्तक ४९४६/१६

नोंदणी कायदा १९०८ कलम ३६ मन्वरी, पुस्तक नं. १ वें नोंदणी क्रमांक १/ खाली



श्री. धरमू नारायणदास चंढेनाणी.

बांचे बत्तीने नोंदणी करण्यांत आली व

श्रीमती वीणा डी. चंढेनाणी

यांची तरतुदी प्रमाणे पेटेंट उपस्थित राहून फुली नियम न दिल्यामुळे त्यांचे बायतीत नोंदणी नकारण्यांत आली आहे.

Melcar

क्रमांक:- १०/६/१६

मुद्रण विभाग मुंबई

अपिलीकचो सुनावणी करण्णाखेरी निबंधकाचे सर्व अधिकार बसलेला.

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~~193/88~~
193/88
2nd Adm
Runway

~~Runwal Nagar~~
Runwal Nagar

DATED THIS _____ DAY OF _____ 1986

U m

MESSRS. RUNWAL CONSTRUCTIONS - Developers

~~Association~~

AND

S.P.

Shri/Smt./Mrs. Veena D Chandhani &
MR. D. N. Chandhani Purchaser:

~~Refits~~
Refits
10/6/98

El Thene

Agreement -

Rs 158460 -

AGREEMENT FOR SALE
IN
RUNWAL NAGAR

RF 1590
50

1640
+ 5
+ 37
+ 13

1695

Shop No. _____ Ground Floor
Flat No. 8 on 1st Floor,
Building No. B4
at Runwal Nagar, Thane.

~~10/6/98~~
10/6/98
20/8/98

Messrs. GAGRAT & CO.
Advocates & Solicitors,
Alli Chambers, 3rd floor.
Nagindas Master Road,
Fort, Bombay-400 023.