

04/01/2020

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कल्याण 4

दस्त क्रमांक : 248/2020

नोंदणी :

Regn:63m

गावाचे नाव : घारीवली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7952500
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5336000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन : इतर माहिती: मीजे घारिवली स.नं. 4/1,4/2, 4/3,4/4, 4/5,4/6, 4/9,4/10, 4/11,5/1, 5/2,5/3, 5/4,5/5, 5/6,6/1, 6/2,6/3, 7/1,7/2ए, 7/2बी, 7/2सी,7/3ए, 7/3बी,8/1, 8/2,8/3, 8/4,8/5, 8/6,8/7, 8/8,8/9, 9/1,9/2, 9/3,9/4, 9/5,9/6, 9/7,9/8, 10,11, 12/1,12/2, 12/3,12/4, 12/5, 12/6, 12/7,12/8, 12/9,12/10, 12/11, 12/12, 12/13,12/14, 13,14/1, 14/2ए, 14/2बी, 14/3,14/4, 14/5,15, 17/1,17/2, 17/3, 17/4, 17/5,17/6, 17/7,17/8, 17/9, 17/10, 17/11, 18,19,22; 23/1;23/2; 23/3, 23/10, 37/1, 37/2बी, 37/2सी, 37/2डी, 37/3,37/4, 37/21; 38/1; 38/2;39/1; 39/2, 39/3,40, 41/1ए, 41/1बी, 41/2, 41/3,41/4, 44/1, 44/4, 44/5ए, 44/5बी; 44/6ए, 44/6बी, 44/7,44/8, 44/9, 44/10, 44/11, 44/12, 44/13,44/14, 44/15,44/16; 44/17, 44/18, 44/19, 49,50/1, 50/2, 50/3, मीजे उत्तरपर स.नं. 44/1,44/2, 44/3,44/4, 44/5,44/6, 44/7,44/8, 44/9,44/10, 44/11, 44/12, 45/1,45/2, 45/3, 45/4, 45/5ए; 45/5बी, 45/6, 46/1,46/2ए, 46/2बी, 46/3,47, 49,50, 51(पैकी), 52/1,52/2, 53/1ए, 53/1बी, 53/2ए, 53/2बी, 53/3ए, 53/3बी, 94(पैकी) वरील रुग्णवाल गार्डन्स फेज 1 प्रोजेक्ट, सदनिका नं. 1102, अकरावा मजला, विल्डिंग नं. 7, क्षेत्रफळ 79.55 चौ.मी. प्लॉट + 3.18 चौ.मी. टेक एरिया सह + 1.60 चौ.मी. सुटीलिटी एरिया + 2 स्टील कार पार्किंग स्पेस सह दि. 12/07/2019 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पा अंतर्गत प्रथम विक्रीकरारनाम्यास मुद्रांक शुल्कामध्ये 50% सवलत (टीपीएस-1218/4499/सीआर- 54/19/ सुटी-12 दि. 09/08/2019) ((Survey Number : 4/1, 4/2, 4/3, 4/4, 4/5, 4/6, 4/9, 4/10, 4/11 व इतर. ;))
(5) क्षेत्रफळ	1) 79.55 चौ.मीटर
(6) आकारणी किंवा जुटी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/सिद्धून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-रुग्णवाल रेसिडेन्सी प्रा. लि. तर्फे आयरेक्टर यांचे तर्फे अधिभूत कुलमुखत्यार आशिष मेहता तर्फे कुलमुखत्यार म्हणून राजेश गजरे - वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:- पाचवा मजला, इमारतीचे नाव: रुग्णवाल अँड ओमकार स्कोअर, ब्लॉक नं:-, रोड नं:- सायन चुनाभट्टी सिव्हर, ऑफ ईस्टर्न एक्सप्रेस हायवे, सायन पूर्व, मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AAFCR1016H
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-आकांशा सागर पाटील वय:-32; पत्ता:-, अंबर योग 2, ए/104, आयरे रोड, डोंबिवली पूर्व, डोंबिवली, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421201 पॅन नं:-BQSPP2579J 2): नाव:-सागर सुखदेव पाटील वय:-34; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: अंबर योग 2, ब्लॉक नं:- ए/104, रोड नं:- आयरे रोड, डोंबिवली पूर्व, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-AUFPP7776B
(9) दस्तऐवज करून दिल्याचा दिनांक	04/01/2020
(10) दस्त नोंदणी केल्याचा दिनांक	04/01/2020
(11) अनुक्रमांक, खंड व पृष्ठ	248/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	278500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुद्रांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-



सह-दुय्यम निबंधक कल्याण ४

If relating to Order of High Court W.R.T. amalgamation or reconstruction of companies under Section 394 of Companies Act 1956 or under the order of Reserve Bank of India under section 44A of the Banking Regulation Act 1949.

कलन - ४
दस्ता क्र. २०८ / २०
४ / २००८



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Dombivli this 4th day of JAN. 2020

BETWEEN

RUNWAL RESIDENCY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered and corporate office at Runwal & Omkar Esquare, 5th Floor, Opposite Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorised Signatory Mr. Aashish Menta authorized under Board Resolution/POA dated 16.11.19, hereinafter referred to as the "the Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART

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Menta

[Signature]

[Signature]

AND

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AKANKSHA SAGAR PATIL AND SAGAR SUKHDEO PATIL, having his/her/their address at A/104, AMBER YOG 2, AYARE ROAD, DOMBIVLI EAST, DIST-THANE-421201, hereinafter referred to as "the Allottee", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company, its successors and permitted assigns) of the OTHER PART

WHEREAS:

- A. By virtue of various deeds, documents, writings and orders, the Promoter is the owner of, absolutely seized and possessed of and well and sufficiently entitled to all those pieces and parcels of land or ground measuring 4,60,628 square metres lying, being and situate at Village Gharivali and Village Usarghar in the Registration District and Sub-District at Thane ("Promoter Larger Land") more particularly described in the First Schedule written hereunder and shown delineated in black colour boundary line on the Plan annexed hereto and marked as Annexure "A". The title of the Promoter with respect to the Promoter Larger Land is more particularly described in the Report on Title dated 16th November 2018, 5th March 2019 and 19th July 2019, issued by Wadia Ghandy & Co., collectively annexed hereto and marked as Annexure "B", and is available on the website of the Authority (defined below) at <https://maharera.mahaonline.gov.in>.
- B. One Out-n-Out infotech (India) LLP has represented to the Promoter that it is the owner of the adjoining and adjacent piece and parcel of land admeasuring 69,328 square metres lying and situate and Villages Sagaon, Gharivali and Usarghar Taluka Kalyan District, Thane ("Out-n-Out Land"). No representation is being made by the Promoter on the title of Out-n-Out Infotech (India) LLP to the Out-n-Out Land and the Promoter has not investigated the title of Out-n-Out Infotech (India) LLP to the Out-n-Out Land.
- C. The Promoter is developing the Promoter Larger Land as an Integrated Township Project ("ITP") in accordance with the applicable Regulations framed by the Government of Maharashtra for development of an ITP ("ITP Regulations") as may be amended from time to time.
- D. Pursuant to the representations made by Out-n-Out Infotech (India) LLP, the Promoter has included the Out-n-Out Land as part of the proposal submitted by the Promoter for development of an ITP on the Promoter Larger Land, since the Promoter Larger Land and the Out-n-Out Land are contiguous to each other, without receiving any consideration or other benefit from Out-n-Out Infotech (India) LLP. It is the express understanding that the Promoter Larger Land will be developed by the Promoter while the Out-n-Out Land will be developed by Out-n-Out Infotech (India) LLP. The Promoter Larger Land and the Out-n-Out Land are collectively referred to as "the Larger Land". It is, however, clarified that although the Out-n-Out Land forms part of the same layout, the development to be undertaken on the Out-n-Out Land shall be registered as a separate real estate project. It is further clarified that no part of the FSI from the Out-n-Out Land shall be utilised on the Promoter Larger Land neither shall any FSI from the Promoter Larger Land be utilised on the Out-n-Out Land. Further, no representation is being made by the Promoter in respect of any development to be made on the Out-n-Out Land.
- E. The Promoter has disclosed to the Allottee and the Allottee is aware of and acknowledges that the Larger Land is being developed as an Integrated Township Project pursuant to the Sanctioned Master Layout Plan Master Layout Plan copy whereof is annexed hereto and marked as Annexure "C".



P. Patel

F. The Promoter Larger Land will be developed as a single layout in a phase-wise manner. The principal and material aspects of the development on the Promoter Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below: -

- (a) Subject to the receipt of approvals/sanctions from the Maharashtra Metropolitan Regional Development Authority ("MMRDA") and/or other competent authority(ies), the Promoter proposes to carry out construction on the Promoter Larger Land by consuming such FSI as may be available from time to time upon the Promoter Larger Land if any, or due to change in the applicable law or policy of MMRDA, or otherwise, on any other portion of the land comprising the Promoter Larger Land, as the case may be. In relation to this, the Promoter is entitled to amend, modify and/or substitute the Master Layout, in full or in part, as may be required/ permissible under the applicable law from time to time. The Promoter has prepared and the Allottee has perused the proposed layout plans based on the 2 (two) possible scenarios (collectively referred to as "Proposed Master Layouts") of the Larger Land which are annexed hereto and collectively marked as Annexure "D-1" and Annexure "D-2", which, inter alia, specify the tentative location of the buildings to be constructed as part of the Whole Project, the services, the social housing component, the common areas and amenities, recreation ground, playground, and reservations, together with draft statements specifying the proposed total FSI proposed to be utilized on the Promoter Larger Land in each case ("Whole Project Proposed Potential").
- (b) The Promoter is developing the Promoter Larger Land in a phase wise manner comprising:
- (i) Several residential phases;
 - (ii) Several commercial phases;
 - (iii) Sewage Waste Management Plant;
 - (iv) Electric Sub-station;
 - (v) Mall;
 - (vi) School;
 - (vii) Community health centre;
 - (viii) Town Hall;
 - (ix) Community Market;
 - (x) Public Parking Utilities; and
 - (xi) Other Public Utilities, if any.
- (c) It is clarified that the Promoter will be entitled to develop, transfer, dispose of, use, operate, manage and otherwise monetise the School, Mall, Community Health Centre, Town Hall, Community Market and other such development in the manner it deems fit and proper and the Allottee will have no right, title or interest therein. It is further clarified that the same may be accessible and available even for the general public and will not be restricted to the allottees of the Whole Project. The Promoter, at its sole discretion, shall be entitled to formulate such rules and regulations or impose such terms and conditions as may be necessary for the use and operation of the aforesaid development as it may deem fit and proper.
- (d) In addition to the aforesaid, the Promoter is also developing, for the benefit of the Larger Land, the following reservations required to be developed and handed over to the concerned authorities under the current ITP Regulations/applicable law ("ITP Reservations"):
- (i) 1 (one) bus station;
 - (ii) 1 (one) police station;
 - (iii) 1 (one) fire station;
 - (iv) Recreation ground ("RG");
 - (v) Playground ("PG"); and
 - (vi) Garden



It is clarified that the Promoter shall be entitled to deal with the concerned authorities with respect to the development and handing over of the ITP Reservations and any relaxations or benefits accruing or arising therefrom shall be to the benefit of the Promoter. It is also clarified that the reservations to be developed on the Promoter Larger Land from time to time may change, the law relating to handing over of reservations may change, the location

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- M. The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Promoter Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Promoter Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Promoter Larger Land remaining balance after handing over the stipulated percentage if any, to the MMRDA or any other statutory, local or public bodies or authorities and/or after developing public amenities, only would be available for transferring and/or conveying to the Federation.
- N. The nature of development of the Promoter Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- O. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Promoter Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- P. The Promoter is entitled to amend, modify and/or substitute the Master Layout, in full or in part, as may be required by the applicable law from time to time.
- Q. The Promoter will be entitled to develop the Promoter Larger Land by itself or in joint venture with any other person and will also be entitled to mortgage and charge the Promoter Larger Land and the structures to be constructed thereon from time to time.
- R. Out of the residential phases being developed on the Promoter Larger Land, the first residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 10,674.18 square metres (plinth area) ("the said Land").
- S. The Promoter is now developing 13 (thirteen) buildings on the said Land comprising the following:-

- (a) 11 residential buildings ("Residential Buildings") known as Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, Building No. 8, Building No. 9, Building No. 10, Building No. 11 and Building No. 12; and
- (b) 1 (one) multi-level car parking building with shops on the ground floor and the said Club House (defined below) on the terrace ("Commercial Building")

(more particularly described in the Third Schedule hereunder written and the Residential Buildings are shown delineated in red colour boundary lines and the Commercial Building is shown hatched in blue colour boundary lines on the plan annexed hereto and marked as Annexure "C") and proposed as a "real estate project" by the Promoter and has been registered as a 'real estate project' ("the Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. P51700022699 dated 12/10/2019 ("the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "E" hereto.

- (c) 1 (one) additional residential building (in addition to the Residential Buildings) known as Building No.1 ("Proposed Residential Building"), subject to the receipt of approvals/sanctions from the MMRDA and/or other competent authority(ies).

- T. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land including the said Land in a phase-wise manner. The Allottee has also examined all documents located hereinabove and the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.



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- (v) The certified true copies of the 7/12 Extracts for the Promoter Larger Land are annexed and collectively marked as Annexure "J" hereto.
- (d) An authenticated copy of the plan of the said Premises, is annexed and marked as Annexure "K" hereto.
- AA. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Project shall be granted by the competent authority.
- BB. Further, (i) the requisite approvals and sanctions, for development of the Project from the competent authorities are obtained and/or are being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for development of the Project are applied for and/or in process of being obtained and/or obtained by the Promoter. The Promoter has accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- CC. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Project and the Whole Project and to construct the Project thereon as mentioned in this Agreement and applicable law and to sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm(s) that the Allottee has/have the financial capability to consummate the transaction.
- DD. The carpet area of the said Premises as defined under the provisions of RERA is 79.55 square metres plus 3.18 square metres deck area and 1.60 square metres utility area, if any.
- EE. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- FF. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs. 7952500/- (Rupees **Seventy Nine Lakhs Fifty Two Thousand Five Hundred Only**) and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Promoter, a sum of Rs. 788093/- (Rupees **Seven Lakhs Eighty Eight Thousand Ninety Three Only**) being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).
- GG. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- HH. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking space on the specific terms and conditions as set out herein below.

II. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Plan of Promoter Larger Land
Annexure "B"	Report on Title
Annexure "C"	Sanctioned Master Layout Plan
Annexure "D-1"	Proposed Master Layout Plan

P. N. S.

Annexure "D-2"	Proposed Master Layout Plan
Annexure "E"	RERA Certificate
Annexure "F"	Locational Clearance
Annexure "G"	Letter of Intent
Annexure "H"	Layout Approval
Annexure "I"	Commencement Certificate
Annexure "J"	7/12 Extracts
Annexure "K"	Floor Plan
Annexure "L"	Payment Schedule

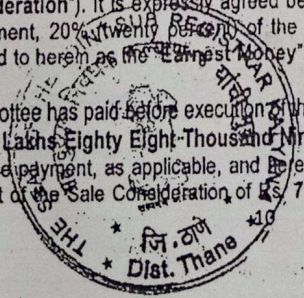
NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct in First Phase the said Project comprising 11 (eleven) Residential Buildings to be known as Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, Building No. 8, Building No. 9, Building No. 10, Building No. 11, Building No. 12 each consisting of such floors as set out in Recital 'U (ii)' above, 1 (one) Proposed Residential Building to be known as Building No.1 consisting of such floors as set out in Recital 'U (vi)' above and 1 (one) Commercial Building consisting of such floors as set out in Recital 'U (iii)' above and respectively described in the Third Schedule hereunder written, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MMRDA from time to time. The Project shall have the Project Common Areas and Amenities that may be usable by the Allottee and are listed in the Fifth Schedule hereunder written.

PROVIDED THAT the Promoter may have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. 1102 of the 3 BHK type admeasuring 79.55 square metres carpet area plus 3.18 square metres deck area and 1.60 square metres utility area as per RERA on the 11th floor of Building No. 7 of the said Project ("the said Premises") more particularly described in the Sixth Schedule hereunder written and shown in Red colour hatched lines on the floor plan annexed and marked as Annexure "K" hereto at and for the consideration of Rs. 7952500/- (Rupees Seventy Nine Lakhs Fifty Two Thousand Five Hundred Only).
- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park 2 (Two) cars in the car parking space in the still/Commercial Building. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.
- (iii) The total aggregate consideration amount for the said Premises is Rs. 7952500/- Rupees Seventy Nine Lakhs Fifty Two Thousand Five Hundred Only ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (Twenty Percent) of the Sale Consideration is earnest money and is referred to herein as the "Earnest Money".
- (iv) The Allottee has paid before execution of this Agreement, a sum of Rs. 788093/- (Rupees Seven Lakhs Eighty Eight Thousand Ninety Three Only) on account Earnest Money / advance payment, as applicable, and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs. 7164407/- (Rupees Seventy One Lakhs Sixty



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49. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include:-
- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (c) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
- (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of "Promoter Larger Land")

ALL THOSE pieces and parcels of land bearing Survey 4/1, 4/2, 4/3, 4/4, 4/5, 4/6, 4/9, 4/10, 4/11, 4/12, 4/13, 4/14, 4/15, 4/16, 4/17, 4/18, 4/19, 4/20, 4/21, 4/22, 4/23, 4/24, 4/25, 4/26, 4/27, 4/28, 4/29, 4/30, 4/31, 4/32, 4/33, 4/34, 4/35, 4/36, 4/37, 4/38, 4/39, 4/40, 4/41, 4/42, 4/43, 4/44, 4/45, 4/46, 4/47, 4/48, 4/49, 4/50, 4/51, 4/52, 4/53, 4/54, 4/55, 4/56, 4/57, 4/58, 4/59, 4/60, 4/61, 4/62, 4/63, 4/64, 4/65, 4/66, 4/67, 4/68, 4/69, 4/70, 4/71, 4/72, 4/73, 4/74, 4/75, 4/76, 4/77, 4/78, 4/79, 4/80, 4/81, 4/82, 4/83, 4/84, 4/85, 4/86, 4/87, 4/88, 4/89, 4/90, 4/91, 4/92, 4/93, 4/94, 4/95, 4/96, 4/97, 4/98, 4/99, 4/100, 4/101, 4/102, 4/103, 4/104, 4/105, 4/106, 4/107, 4/108, 4/109, 4/110, 4/111, 4/112, 4/113, 4/114, 4/115, 4/116, 4/117, 4/118, 4/119, 4/120, 4/121, 4/122, 4/123, 4/124, 4/125, 4/126, 4/127, 4/128, 4/129, 4/130, 4/131, 4/132, 4/133, 4/134, 4/135, 4/136, 4/137, 4/138, 4/139, 4/140, 4/141, 4/142, 4/143, 4/144, 4/145, 4/146, 4/147, 4/148, 4/149, 4/150, 4/151, 4/152, 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in aggregate, admeasuring 4,60,628 square metres, lying and being and situate at Tal. Kalyan, District Thane, and bounded as follows:

On or towards North: By Property bearing S. Nos. 42A, 42B & Ors. at Village Gharivali
On or towards South: By Plot bearing S. Nos. 2, 3, 37 & Ors. at Village Gharivali
On or towards East: By 30 mt. wide Kalyan-Shil Road
On or towards West: By Property bearing S. Nos. 43, 93 & Ors. at Village Usarghar

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Description of "Whole Project Common Areas and Amenities")

Central garden facilities (For Township)

These facilities are planned under proposed central garden and are handed over to authorities after completion of ITP and are open to general public.

- Chess plaza
- Health juice kiosks
- Skating rink
- Cricket & football facility (Play ground)
- Toddler Park
- Children amusement zone
- Cycling track
- Wifi pillars
- Herb garden
- Pet creche / zone
- Gazebo with seating
- Secret garden
- Maze garden
- Bonsai garden
- Barbeque zone
- Cacti garden
- Sculpture park
- Reflexology zone
- Yoga deck
- Jogging track
- Star gazing deck
- Picnic gazebo
- Amphitheatre

Township utilities

There are shops on the ground floor of the Commercial Building. The shops will be leased / sold so as to inter alia provide the following services/utilities

- Professional laundry
- Supermarket / departmental store
- Convenience shops
- ATM
- Co-working spaces

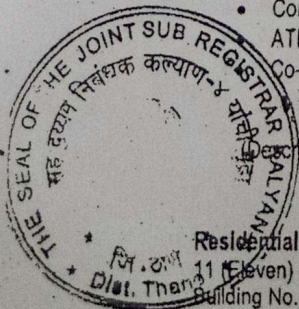
THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of "the Project" viz. "RUNWAL GARDENS PHASE I", comprising 11 Residential Buildings, 1 Proposed Residential Building and 1 Commercial Building)

Residential Buildings:

11 (Eleven) residential buildings being Building No. 2, Building No. 3, Building No. 4, Building No. 5, Building No. 6, Building No. 7, Building No. 8, Building No. 9, Building No. 10, Building No. 11 and Building No. 12, each having stilt plus 23 upper floors, to be constructed in the Project on a portion of the Promoter Larger Land more particularly described in the First Schedule hereinabove written

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Proposed Residential Building:

1 (one) additional residential building being Building No.1 proposed to have stilt plus 23 upper floors to be constructed in the Project on a portion of the Promoter Larger Land more particularly described in the First Schedule hereinabove written

Commercial Building:

1 (one) multi-level car parking building having 2 (two) level Basements, Ground and 15 upper Floors, (and additionally proposed 3 more floors) with shops on the ground floor and the Club House on the topmost two floors to be constructed in the Project on a portion of the Promoter Larger Land more particularly described in the First Schedule hereinabove written

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Description of "Units and Premises/Flats and Tenements in the Project")**

Building Nos.	Total No. of Flats/Units	Floors
1 (Proposed)	179 Units (Proposed)	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (Proposed)
2	134 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
3	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
4	134 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
5	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
6	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
7	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
8	134 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
9	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
10	134 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
11	179 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
12	134 Units	Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors
Commercial Building	15 Shops (Proposed) and Club House	Shops at Ground Level and Club House on topmost 2 floors (Proposed)

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Description of "Project Common Areas and Amenities")**

Phase I & II facilities

These facilities are planned for the Phase I residences and are exclusively for the use of phase I & proposed Phase II residents

- Multipurpose Court
- Senior Citizen Sitting Area
- Herb Garden
- Kids Play Area
- Basketball Court
- Temple
- Jogging Track
- Hammock Garden



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कलन - ४
दर. ५. २०२ / २०
३६ / २०२

- Yoga Zone
- Amphitheatre
- Doodle Corner
- Adult Outdoor Gym

Common Area Facilities

These facilities are planned for the phase I residents and are exclusively for the use of phase I & proposed Phase II residents

- Double height entrance lobby
- Internal roads & footpaths
- Fire protection and fire safety requirements
- Electrical metre room, sub station
- Sewerage Treatment Plant
- Water supply
- Sewerage (Chamber Lines, STP)
- Storm water drain
- Landscaping
- DG back up in common area for services like common area lights, water supply & fire lifts
- Elevators of reputed brand
- Treatment and disposal of sewage and sullage water
- Solid waste management & disposal

THE SIXTH SCHEDULE ABOVE REFERRED TO: (Description of "the said Premises")

All that the Flat/Unit being No. 1102 admeasuring 856.29 sq. ft. carpet area (equivalent to 79.55 sq. mtrs.) plus 3.18 sq. mtrs deck area and 1.60 square metres utility area on 11th floor in Building No. 7 in the Project to be known as "RUNWAL GARDENS PHASE I", to be constructed on a portion of the Promoter Larger Land, more particularly described in the First Schedule hereinabove.

THE SEVENTH SCHEDULE ABOVE REFERRED TO: (Internal Fittings and Fixtures to be provided in the Flat)

Specifications

- Good quality vitrified tiles in living, dining, passage, bedrooms & kitchen
- Anti-skid vitrified tiles in balconies & in toilet
- Ceramic tiles in dado above & below the kitchen platform and in toilets
- Acrylic paint with gypsum finish on walls
- Laminated solid core flush door shutters
- Anodized aluminium sliding windows with clear glass
- Concealed fire-retardant wiring with circuit breakers
- Provision of telephone, cable TV points & intercom
- Geyser of reputed brand & exhaust fan in bathrooms and kitchen
- CP fittings & sanitary wares of Jaguar or equivalent
- Polished granite parallel kitchen platform with stainless steel sink
- Provision for water purifier
- Provision for washing machine
- External walls painted with texture paint
- Ecommerce drop off zone in each building lobby



30 22/12/20

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at Dombivli (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED

By the within named PROMOTER
RUNWAL RESIDENCY PVT. LTD.

By the hand of its Director/
Authorized Signatory

Mr. Aashish mehta
in the presence of

1.

2. Suresh B. Patil

SIGNED AND DELIVERED

By the within named ALLOTTEE/S

AKANKSHA SAGAR PATIL

SAGAR SUKHDEO PATIL

in the presence of

1. Ashok Rindhe

2. Suresh Rajaram Patil

RECEIVED of and from the Flat/Unit
Allottee/s /s above named the sum of
Rs 788093/-

(Rupees Seven Lakhs Eighty Eight
Thousand Ninety Three Only)

Towards advance payment or deposit
paid by the Allottee/s to the Promoter

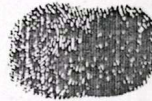
For RUNWAL RESIDENCY PVT. LTD.

Aashish mehta

Director/Authorised Signatory



Suresh B. Patil



For RUNWAL RESIDENCY PVT. LTD.

Aashish mehta

Director/Authorised Signatory



RUNWAL RESIDENCY PRIVATE LTD.



POSSESSION LETTER

Dated: 05-Jan-2023

To,
Akanksha Sagar Patil
Sagar Sukhdeo Patil

A/104, Amber Yog 2, Ayre Road, Nr. Laxman Resha Bldg,
Dombivali EastThane 421201

Ref: Occupation Certificate ("OC") dated 11-Oct-2022 granted by Maharashtra Metropolitan Regional Development Authority ("MMRDA") in respect of residential building known as "Tower 07" of the project "Runwal Gardens Phase1" being constructed on the plot of land bearing Survey Nos.17/3PT 17/4PT 17/5PT 17/6PT 17/7PT 41/2PT 41/3PT 41/4PT 41/11PT 41/12PT 14/1PT 14/2PT 14/5PT 44/16PT 44/17PT 44/18PT 44/19PT situated at Village Gharivali/Usargarh situate at Shil Phata Road, Dombivali ("the said Land")

Sub: Handing over possession of the Flat bearing no. 1102, ("Said Flat") situated on 11th floor of Tower- 07 (said Building) of the project "Runwal Gardens – Phase I".

Dear Sir / Madam,

We once again record that we have received OC from MMRDA as referred hereinabove (copy whereof has already been provided to you) and in pursuance thereof, we are handing over physical possession of the Said Flat to you on the conditions as mentioned hereunder:

1. You have personally visited and inspected the Said Flat, Said Building/Tower and the amenities and facilities in the Real Estate Project as defined in the Agreement for Sale dated 04-Jan-2020 ("said Agreement") and have accorded your complete satisfaction for the same and you have no grievances or claims of any nature whatsoever.
2. You will use the Said Flat for residential purpose only.
3. You accept the terms of the Fit-Out Guidelines as under and you have agreed to observe and comply with the same. You shall ensure that your labourers/contractors shall also strictly follow the same.
 - (i) Any internal work in the Said Flat including making of furniture and fixtures and/ or interior decorations shall be at your own costs, charges and expenses and strictly in accordance with the terms and conditions of the said Agreement and also subject to the compliance of all statutory laws, rules and regulations;
 - (ii) To carry out the furniture/interior work in the Said Flat only during the stipulated times as notified by the maintenance agency / Promoter and not at any time cause any nuisance or

No. SROT/Growth Centre/2401/BP/ITP-Usarghar-Gharivali-01/Vol-35/1313/2022

Date: 11 OCT 2022

To,

Director, M/s. Runwal Residency Pvt. Ltd.,

4th Floor, Runwal & Omkar Esqaure,

Sion - Chunnabhaati Signal, Off. Eastern Express Highway, Sion (E),

Mumbai - 400 022.

Sub: Occupancy Certificate to Residential Buildings in Phase 1 - Building No 4, 7, 8, 10 and Part Occupancy Certificate to Residential Building No 2 in Phase 1 & Part Occupancy Certificate to EWS LIG Building No 1 in the Proposed Integrated Township Project (ITP) on land bearing S.Nos. 44/1, 44/2, 44/3, 44/4, 44/5, 44/6, 44/7, 44/8, 44/9, 44/10, 44/11, 44/12, 45/1, 45/2, 45/3, 45/4, 45/5/A, 45/5/B, 45/6, 46/1 (Pt), 46/2A, 46/2B, 46/3, 47(Pt), 49, 50, 51, 52/1, 52/2, 53/1A, 53/1B, 53/2A, 53/2B, 53/3A, 53/3B, 94 (Pt) of Village Usarghar, Taluka Kalyan, S. Nos 4/1, 4/2, 4/3, 4/4, 4/5, 4/6, 4/9, 4/10, 4/11, 5/1, 5/2, 5/3, 5/4, 5/5, 5/6, 6/1, 6/2, 6/3, 7/1, 7/2A, 7/2B, 7/2C, 7/3A, 7/3B, 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8, 8/9, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 10, 11, 12/1, 12/2, 12/3, 12/4, 12/5, 12/6, 12/7, 12/8, 12/9, 12/10, 12/11, 12/12, 12/13, 12/14, 13, 14/1, 14/2A, 14/2B, 14/3, 14/4, 14/5, 15, 17/1, 17/2, 17/3, 17/4, 17/5, 17/6, 17/7, 17/8, 17/9, 17/10, 17/11, 18, 19, 22, 23/1, 23/2, 23/3, 23/10, 37/1, 37/2B, 37/2C, 37/2D, 37/3, 37/4, 37/21, 38/1, 38/2, 39/1, 39/2, 39/3, 40, 41/1A, 41/1B, 41/2, 41/3, 41/4, 44/1 (Pt), 44/4, 44/5A, 44/5B, 44/6A, 44/6B, 44/7, 44/8, 44/9, 44/10, 44/11, 44/12, 44/13, 44/14, 44/15, 44/16, 44/17, 44/18, 44/19, 49, 50/1, 50/2, 50/3 of Village Gharivali, Taluka-Kalyan, Dist-Thane

- Ref
- 1 Location Clearance issued by UDD, GoM dt. 12/07/2019
 - 2 Letter of Intent from Collector, Thane dt. 09/08/2019
 - 3 MMRDA's Layout approval (LA) for the subject ITP dt. 24/09/2019, 25/06/2020
 - 4 MMRDA's C.C.s dt. 24/09/2019, 03/10/2020, 16/01/2020, 27/02/2020, 25/06/2020, 30/07/2020, 21/08/2020, 03/10/2019, 14/10/2020, 23/11/2020, 08/12/2020, 14/12/2020, 22/07/2021, 05/08/2021, 20/09/2021, 29/10/2021, 8/7/2022, 15/7/2022
 - 5 Approval remarks from Director, T.P., Pune dt. 11/06/2020 to the ITP layout
 - 6 GoM notification dt. 23/12/2021
 - 7 Application of Owner by letter dt 25/07/2022
 - 8 MMRDA's deficiency letter dt. 02/08/2022
 - 9 Architect Saakar letter dt. 11/08/2022

Sir,

The full/part development work of building/part building as mentioned in subject above is completed under the supervision of M/s Saakar Architect, Shri. Sandeep Prabhu, Licensed Architect, License No CA/92/14860 and Structural Engineer Shri.. Anand Kulkarni, Epicons Consultants Pvt Ltd may be occupied on the following conditions;

मुंबई महानगर प्रदेश विकास प्राधिकरण

उप प्रादेशिक कार्यालय : मल्टिपुर्पज हॉल, दुसरा मजला, ओसवाल पार्क जवळ, पोखरण रोड नंबर २, माजिबदा, ठाणे (प) - ४०० ६०९.

दूरध्वनी : (०२२) २९७९२९९५ / २९७९२९९७ फॅक्स : (०२२) २९७९२९९७ ई-मेल : sro.thane@mailmmrda.maharashtra.gov.in

Development work on land u/r with the total built-up area as mentioned in the table below:

Phase	Building No	User	No. of Storey	Height (m)	No. of Wings	Total BUA in sqm	No. of Units
Phase – 01	Building No 2 (Part)	Residential	Stilt + 1st to 23rd Floors	69.90	01	9,987.47	91
	Building No 4	Residential		69.90	01	10,582.88	134
	Building No 7	Residential		69.90	01	13,301.72	179
	Building No 8	Residential		69.90	01	10,582.88	134
	Building No 10	Residential		69.90	01	10,582.88	134
TOTAL						55,037.83	672

Phase	Building No	User	No. of Storey	Height (m)	No. of Wings	Total BUA in sqm	No. of Units
Social Housing	ESW LIG Building No 1 (Part)	Residential	Stilt + 1st to 4th Floors	14.80	01	2,417.19	40
TOTAL						2,417.19	40

Viz:

1. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - i) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with.
 - ii) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation.
2. This Certificate shall not entitle the applicant to occupy the land which is not in his ownership in any way.
3. The provisions in the proposal which are not confirming to applicable Development Control Regulation and other acts are deemed to be not approved.
4. That if any change in the user or constructed premises mentioned/depicted in completion/ as-built drawings is found at any time without prior permission of MMRDA then this Occupancy Certificate granted to your premises will be treated as cancelled & appropriate action will be taken.
5. That any change in the constructed premises and user thereof, any time in future would require prior approval of MMRDA.
6. This permission is issued without prejudice to action, if any, under the MR & TP Act, 1966.
7. Any condition mentioned in any of the NOC from any Concerned Authority shall be complied with before occupying the property under reference.
8. That the acceptance to Development Completion Certificate will be issued only after satisfactory compliance of all the conditions of Occupancy Certificate and development of entire layout along with the supporting infrastructure such as road, street lights, landscaping, R.G. development, parking development, amenity development etc;

9. Adequate arrangements for disposing the solid waste shall be made for the entire project on regular basis;
10. Applicant shall comply with all the conditions in CFO NOC from KDMC;
11. Applicant shall submit consent to operate for STP from MPCB for residential buildings 2,4,7,8,10 of Phase 1 and EWS LIG 1 (Stilt + 1st to 4th floors) prior to occupancy of flats;
12. Applicant shall install solar panels in all the buildings prior to occupancy of any units of buildings;
13. Applicant shall install all the lifts and thereafter submit lift license for all the lifts in the EWS LIG Building No 1 and shall make it operational prior to requesting for full occupancy certificate of EWS LIG Building No 1;
14. Social housing units in EWS LIG Building No 1 up to Stilt + 04 floors shall be occupied only after obtaining final CFO NOC & by installing all the lifts along with lift license for entire building;
15. Applicant shall apply and obtain occupancy certificate for entire EWS LIG Building No 1 within 03 months from issuance of part occupancy certificate of EWS LIG Building No 1. If applicant fails to obtain occupancy certificate for entire EWS LIG Building No 1 within 03 months from issuance of part occupancy certificate of EWS LIG Building No 1 then it shall be binding on applicant to first obtain the occupancy certificate for entire EWS LIG Building No 1 and thereafter further development approvals shall be issued in the ITP;
16. Applicant shall apply and obtain occupancy certificate for MLCP-1 parking building considering required numbers of parking as per UDCPR for Residential Building No 2 (part), 4, 7, 8 and 10 of Phase 1 within 03 months from issuance of occupancy certificate of Residential Building No 2 (part), 4, 7, 8 and 10 of Phase 1 and thereafter parking to be provided in MLCP-1 parking building. If applicant fails to obtain occupancy certificate for MLCP-1 parking building considering required numbers of parking as per UDCPR for Residential Building No 2 (part), 4, 7, 8 and 10 of Phase 1 within 03 months from issuance of occupancy certificate then it shall be binding on applicant to first obtain the occupancy certificate for MLCP-1 parking building as mentioned above and thereafter further development approvals shall be issued in the ITP
17. Applicant shall comply and abide with all the regulations mentioned applicable for social housing component in ITP;
18. Applicant shall comply and abide with all the conditions mentioned in Integrated township project (ITP) notification along with amendments from time to time, Locational Clearance (LC) for the ITP issued by GoM, Letter of Intent (LOI) issued by MMRDA, Layout approvals issued by MMRDA, CC's issued by MMRDA with reference to the entire ITP prior to occupancy;
19. Applicant shall comply and abide with all the conditions mentioned in all the NOC's from various competent authority with reference to the entire ITP prior to occupancy;

20. Applicant shall comply and abide with all the conditions mentioned in the undertaking's, letter's, re-presentation submitted by applicant and architect with reference to the entire ITP prior to occupancy;

21. That an undertaking cum Indemnity bond shall be submitted for abiding the above conditions;

A set of certified completion plans is enclosed herewith.

Yours faithfully,

Monika Sunchey
11/10/22
(Monika Sunchey)
Planner (A/C)

Planning Division, MMRDA.

Encl: One Set of approved drawings

Copy to:

- 1) Architect Sandeep Prabhu,
Saakaar Architects,
2nd floor, Nakshatra; A wing, Near TMC,
Almeida Road, Panchpakhadi, Thane (W) – 400 602
- 2) The Commissioner, -----(with enclosure)
Kalyan-Dombivali Municipal Corporation,
Kalyan – 421 306.....With reference to letter dt 26/08/2016
- 3) The Collector, Thane District----- (without enclosure)



Scan Done
13/09/23

Home Top-up loan.

LOS ID: HL/CL/PL/ED/20 - 20

CRN: 19637416

Applicant Name: Mr. Sagar Patil

Co - Applicant Name: Mrs. Akanksha

Contact Number (R): Guarantor Mrs. Sukdeo

Applicant CIF: 85378489271

Co - Applicant CIF: 85710182413

Loan Account No.: Guarantor: 85440570341

Collateral:

Loan Amount: ₹ 0.00.000/-

Tenure:

Interest Rate:

EMI:

Loan Type:

SBI LIFE : YES / NO

Individual Housing Loan Maxgain Flexi

Realty Optima Others:

Property Location:

Property Cost.

Name of Developer / Vendor

Offer:

75699

YLAHLTP20239003936500

Person:

Aarti SD Thakur

AMT		
PROCESSING OFFICER		
RESI/OFF	<u>14/09</u>	<u>Comp</u>
TIR	<u>1519</u>	<u>Subhedg</u>
VALUATION	<u>1519</u>	<u>Vastukale</u>
SITE		
LOAN A/C		
T.D.		
P.E.		

SBI

Mulund (E) Branch(04210)

Ras Req
Legal Valur
Req