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**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("this Agreement") is made at Dam this 15th day of Dec, 2023

BETWEEN

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**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, 4th Floor, Opposite Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorized Signatory Mr. Sachin Patil authorized under Board Resolution/POA dated 28/8/23), 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**

AND

**Mukesh Haradhan Kumhar And Veenu Mukesh Kumhar** having his/her/their address Building No.A18, Shrushti Hill Society, Chikhholi, Badlapur West, Thane-421503 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**



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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 4,65,228 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 5th March 2019, issued by Wadia Ghandy & Co., and Supplementary Title Certificate dated 6th October, 2020 & 19.08.2021 issued by Advocate S K. Dubey and updated title certificate dated 10.05.2023 issued by Adv. Vaibhav Gosavi is uploaded and available on the website of the Authority (defined below) at <https://maharera.mahaonline.gov.in>.
- B. 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.
- C. The Promoter has disclosed to the Allottee and the Allottee is aware of and acknowledges that the Promoters Larger Land is being developed as an Integrated Township Project pursuant to the Sanctioned Master Layout Plan ("Master Layout") amended on 09.05.2023 copy whereof is annexed hereto and marked as Annexure "B".
- D. 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: -

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Subject to the receipt of approvals/sanctions from the Mumbai 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 "C-1" and Annexure "C-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,

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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 Promoters 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 of the reservations may change either on account of change in law or on account of shifting by the Promoter, quantum and extent of the reservations may change and the Promoter may be entitled to develop the reservations from time to time as per applicable law. It is also clarified that in the event of any change in policy or the relevant rules and regulations, the policy, rules and regulations as may be applicable at the relevant time shall be followed and development/handing over will be undertaken accordingly. The Promoter may develop facilities on the RG as may be permitted by law such as Club House, Multipurpose Hall, Gymnasium and other facilities from time to time.

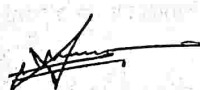
- (e) There is a multi-modal corridor passing through the Promoter Larger Land which is marked on the Proposed Master Layout (defined below);
- (f) As a part of the ITP Regulations, the Promoter is required to construct small tenements for persons from EWS and LIG categories ("Social Housing Component"), as a social responsibility on the terms and conditions specified in the ITP Regulations. In the event the Promoter is entitled and/or permitted to sell/ dispose of all or any part of the Social Housing Component, then the Promoter shall register the same as a separate real estate project, in the manner the Promoter deems fit and proper.

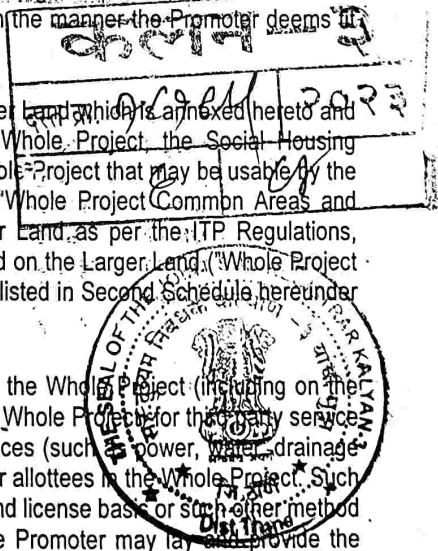
E. The Allottee has perused the Amended Master Layout of the Larger Land which is annexed hereto and marked as Annexure "B", which specifies the location of the Whole Project, the Social Housing Component, the common areas, facilities and amenities in the Whole Project that may be usable by the allottees of the Whole Project and also by the general public ("Whole Project Common Areas and Amenities"), and the ITP Reservations on the Promoters Larger Land as per the ITP Regulations, together with a draft proforma specifying the total FSI to be utilized on the Larger Land ("Whole Project Potential"). The Whole Project Common Areas and Amenities are listed in Second Schedule hereunder written.

F. The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and at basement levels of such buildings comprised in the Whole Project) for the use of service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem fit and proper. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub - stations, towers etc.

G. The scheme and scale of development proposed to be carried out by the Promoter on the Promoter Larger Land will be as set out in the Master Layout and/or Proposed Master Layouts, as amended and approved by the concerned authorities from time to time;

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In aggregate, admeasuring 4,65,228 square metres, lying and being and situate at Tal. K. 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 proposed facilities (subject to approval from authorities) are planned under proposed central garden and are to be 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 Phase 3 & 4 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 6A - BLDG NO. 53-54" comprising single Residential Building)

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Two residential buildings being Building No. 53 and 54 having basement plus ground / still plus 1<sup>st</sup> to 3<sup>rd</sup> podium plus 4<sup>th</sup> to 29 floors (32 habitable floors), to be constructed, sanctioned till date, in the Project to be constructed on a land admeasuring 1973.41 square meters bearing survey nos. 52/1 (p) and 52 (2)pt of village Usarghar a portion of the Promoter Larger Land, more particularly described in the First Schedule hereinabove.

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Annexure D

## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51700051346**

**Project: Runwal Gardens Phase 6A Bldg No. 53-54** , Plot Bearing / CTS / Survey / Final Plot No.:52/1 (P), 52/2 (P) at  
**Usarghar, Kalyan, Thane, 421204;**

1. **Runwal Residency Private Limited** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400022.**

2. This registration is granted subject to the following conditions, namely:-

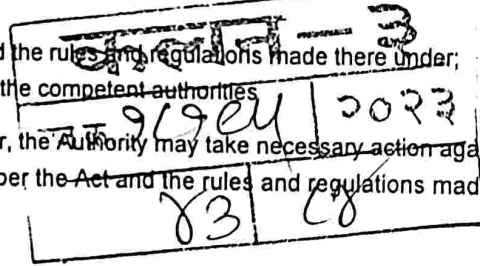
- ◊ The promoter shall enter into an agreement for sale with the allottees;
- ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- ◊ The Registration shall be valid for a period commencing from **08/06/2023** and ending with **30/09/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ◊ That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 08/06/2023

Place: Mumbai



Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority