

क.ल.न.-५	
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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Kalyan this 25<sup>th</sup> day of November 2023

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, 4<sup>th</sup> Floor, Opposite Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorized Signatory Mr. Ritesh Sawant authorized under Board Resolution/POA dated 28.08.2023), 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

Dhananjay Sitakant Gudekar And Ankita Dhananjay Gudekar having his/her/their address at Flat No.314, Shivtej Apartment, Mumbradevi Colony, Diva East, Thane-400612, 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**

*Dhananjay*

*Ankita*

*[Signature]*

**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 5<sup>th</sup> March 2019, issued by Wadia Ghandy & Co., and Supplementary Title Certificate dated 6<sup>th</sup> October, 2020, issued by Advocate S K. Dubey, as 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.~~

~~The Promoter has disclosed to the Allottee and the Allottee is aware of and acknowledges that the Promoter Larger Land is being developed as an Integrated Township Project pursuant to the Sanctioned Master Layout Plan ("Master Layout") dated 25.06.2020 amended on 09.05.2023 copy whereof is annexed hereto and marked as Annexure "B".~~

~~B. 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 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, 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

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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, 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/discard 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 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 Larger Land as per the ITP Regulations, together with a form in 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 third party 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;
- H. The Promoter shall be entitled to put hoarding/boards of their Brand Name or such other hoardings/boards for advertisement purposes in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Promoter Larger Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time, at all times. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free unconditional

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

All that the Flat/Unit being No. meters.) plus 1.63 square meters No. 42 in the Project to be constructed on a portion of hereinabove.

Specifics

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Description of "the Project" viz. "RUNWAL GARDENS PHASE 5 Bldg. No. 39 to 42", comprising 4( four) Residential Buildings)

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4 (four) residential buildings being Building No. 39, Building No.40, Building No.41 and Building No. 42, each having basement, plus still plus 1<sup>st</sup> to 27<sup>th</sup> upper floors, to be constructed in the Project on a portion of the Promoter-Large Land measuring 3011.81 sq. mtrs bearing survey nos. 7/2 (pt), 7/3 (pt), 4/1, 4/2 (pt), 4/0 (pt) more particularly described in the **First Schedule** hereinabove written

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**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
39	515	Stilt plus 29 Nos. of Slabs of super structure, viz. 27 habitable floors
40	380	Stilt plus 29 Nos. of Slabs of super structure, viz. 27 habitable floors
41	380	Stilt plus 29 Nos. of Slabs of super structure, viz. 27 habitable floors
42	324	Stilt plus 29 Nos. of Slabs of super structure, viz. 27 habitable floors

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

- Badminton Court
- Banquet Hall
- Children Play Area
- DG back up for essential common areas
- Double Heights Entrance Lobby
- Elevators of Reputed Brands
- Golf stimulator
- Gymnasium
- Indoor Games Court
- Library Zone
- Mega Gym
- Mini Theatre
- Pet creche zone
- Podcasting web studio Music Room
- Senior Citizen Corner
- Snooker Room
- Squash Court
- Swimming Pool
- Tennis Court
- TT room
- 24/7 Café
- Water supply
- Sewerage (Chamber, line, Septic Tank, STP)
- Storm Water drains
- Landscaping and tree planting
- Street lighting
- Treatment and disposal o sewage and sullage water
- Solid waste management and disposal



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

*(Handwritten signatures)*



Annexure D

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT  
FORM 'C'  
[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number :  
P51700031609

Project: Runwal Gardens Phase 5 Bldg No. 39 to 42 , Plot Bearing / CTS / Survey / Final Plot No.: S No 7-2 pt, 7-3 pt, 4-1, 4-2 pt and 4-9 pt at Kalyan, Thane, 421201;

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 03/11/2021 and ending with 31/12/2025 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.



Signature valid  
Digitally Signed by  
Vasanti Remanand Prabhu  
Secretary, MahaRERA  
Date: 03-11-2021 17:42:56

Dated: 03/11/2021

Place: Mumbai

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

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 5

दस्त क्रमांक : 16473/2023

नोंदणी :

Regn:63m

गावाचे नाव : घारीवली

(1) विलेखाचा प्रकार करारनामा  
 (2) मोवदला 3586000  
 (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 2273000

(4) भू-मापन,पोटहिस्ता व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:कल्याण-डोंविवली इतर वर्णन : इतर माहिती: विभाग क्र. 47/151/1, मूल्यदर 63900/- मौजे घारिवली स.नं. 4/1,4/2,4/9,7/2ए,7/2बी,7/2सी,7/3ए,7/3बी वरील रुग्णवाल गार्डन्स फेज 5 प्रोजेक्ट,सदनिका नं. 1605,सोळावा मजला,विल्डिंग नं. 42,क्षेत्रफळ 28.45 चौ.मी. कापेट + 1.63 चौ.मी. डेक एरिया दि. 12/07/2019 च्या अधिसूचनेनुसार विशेष वसाहत प्रकल्पा अंतर्गत प्रथम विक्रीकरारनाम्यास मुद्रांक शुल्कामध्ये 50% सवलत(टीपीएस-1218/4499/सीआर-54/19/ युडी-12 दि. 09/08/2019),रेरा क्र. पी51700031609( ( Survey Number : 4/1, 4/2, 4/9, 7/2ए, 7/2बी, 7/2सी, 7/3ए, 7/3बी ; ) )

(5) क्षेत्रफळ

1) 28.45 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:-रुग्णवाल रेसिडेन्सी प्रा. लि. तर्फे डायरेक्टर यांचे तर्फे अधिकृत कुलमुखत्यार रितेश सावंत तर्फे कुलमुखत्यार म्हणून राजेश गजरे वय:-35; पत्ता:-प्लॉट नं. -, माळा नं: पाचवा मजला, इमारतीचे नाव: रुग्णवाल अॅन्ड ओमकार स्क्वेअर, ब्लॉक नं: -, रोड नं: सायन चुनाभट्टी सिग्नल, ऑफ ईस्टर्न एक्सप्रेस हायवे, सायन पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400022 पॅन नं:-AAFRCR1016H

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-धनंजय सिताकांत गुडेकर वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शिवतेज अपार्टमेंट, ब्लॉक नं: 314, रोड नं: मुन्नादेवी कॉलनी, दिवा पूर्व, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:- BYZPG9211M / As per law

2): नाव:-अंकिता धनंजय गुडेकर वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शिवतेज अपार्टमेंट, ब्लॉक नं: 314, रोड नं: मुन्नादेवी कॉलनी, दिवा पूर्व, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-DHLPK9753H / Name changed - Gazette available.

(9) दस्तऐवज करून दिल्याचा दिनांक

25/11/2023

(10) दस्त नोंदणी केल्याचा दिनांक

25/11/2023

(11) अनुक्रमांक, खंड व पृष्ठ

16473/2023

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क

161380

(13) बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14) शेर

सह. दुय्यम निबंधक वर्ग-२  
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मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	RUNWAL RESIDENCY PVT LTD	eChallan	02901792023112417867	MH011438670202324E	161380.00	SD	0006000693202324	25/11/2023
2		DHC		1123243917165	1660	RF	1123243917165D	25/11/2023
3	RUNWAL RESIDENCY PVT LTD	eChallan		MH011438670202324E	30000	RF	0006000693202324	25/11/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]