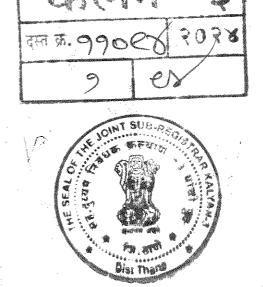
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CHALLAN MTR Form Number-6



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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at <u>Dombin</u> this <u>2-4</u> day of <u>July</u> 2024

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, 4th Floor, Opposite Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (E), Mumbai 400 022 (through its duly Authorised Signatory Mr. Resolution/POA dated 28108123 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

Rohidas Babaji Kakade And Sarita Rohidas Kakade having his/her/their address at 402, Amol Height Plot No.19 Sec-2, Karanjade, Panvel, Navi Mumbai-410206, 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 (i) in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; and (ii) in case of a partnership firm, the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last survivor; and (iii) 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 HUF; and (iv) 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 (v) 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 20.09.2023 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: -
 - 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 "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").

The Promoter is developing the Promoter Larger Land in a phase wise manner comprising:

(i) Several residential phases;
Several commercial phases;
Sewage Waste Management Plant;
(iv) Electric Sub-station;
(v) Mall;
(vi) School;
(vii) Community health centre;
(viii) Town Hall;
(ix) Community Market;

Public Parking Utilities; and, 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

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Allottee will have no right, title or interest therein. It is further clarified that the same may 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 Promoter 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 mandatory compliance for the development of an ITP, on a portion of the Promoter Larger Land ("EWS- LIG Land"), on the terms and conditions specified in the ITP Regulations. The Promoter is entitled and/or permitted to sell/ dispose of all or any part of the Social Housing Component. The Promoter will be entitled to register the same with the MahaRERA Authority (defined hereinafter) as a separate real estate project, in the manner the Promoter deems fit and proper. It is clarified that no part of FSI from ITP has been or shall be utilized by the Promoter for the development of Social Housing Component.
- 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 draft proformal specifying the total FSI to be utilized on the Promoter 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 ansuch 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 in the state of the proper state of the property of the pr

G. The scheme and scale of development proposed to be carried out by the Promote on the Promote 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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- 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 right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- I. The Promoter shall be entitled to confer title of a particular building/wing to such society/ies, as mentioned at Clause 13 hereinbelow.
- J. The Promoter shall be entitled to form the Apex Body/ Federation consisting of the ultimate organisations formed in respect of various buildings constructed / to be constructed on the Promoter Larger Land, to maintain, administer and manage the Whole Project ("Federation") and conferment of title upon the Federation with respect to the Promoter Larger Land and Whole Project Common Areas and Amenities and/or other common areas, facilities and amenities, basements, podiums and other spaces and areas on the Promoter Larger Land excluding the EWS-LIG Land, the Social Housing Component to be developed thereon, as per the terms and conditions agreed in the agreements of the allottees of Whole Project. Details of formation of Apex Society /Federation as the case may be and the transfer of title to such Apex Society/Federation of Social Housing Component shall be as per terms and conditions mentioned at Clauses 14 and 15 hereinbelow.
- K. 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, excluding the EWS-LIG Land, only would be available for transferring and/or conveying to the Federation of the Promoter Larger Land.
- L. 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.
- M. 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.
- N. 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.

The Promoter will be enlittled 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.

residential phases being developed on the Promoter Larger Land, the first residential phase is being seveloped by the Promoter on a portion of the Promoter Larger Land admeasuring 10,674.18 square metres (plinth area) ("the said Phase I Land"). The first part of the second residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 2464.15 square metres (alinth area) ("the said Phase II (Part 1) Land"). The second part of the second residential phase s being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 2168.48 square metres (plinth area) ("the said Phase II (Part 2) Land"). The first part of the third residential place is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1987 (1989) square matres (plinth area) ("the said Phase 3 (Part I) Land"). The second part of the third residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1297/85 square metres (plinth area) ("the said Phase 3 (Part II) Land"). The third part of the third residential phase is being developed by the Promoter on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land differential phase is being developed by the Florhotel on a portion of the Promoter Larger Land developed by the Promoter Larger Land deve residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1324.67 square metres (plinth area) ("the said Phase 4 (Part I) Land"). The second part of the fourth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1475.77 square metres (plinth area) ("the said Phase 4 (Part II) Land"). The third part of the fourth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1475.77 square metres (plinth area) ("the said Phase 4 (Part III) Land"). The Fourth part of the fourth residential phase is being developed by the Promoter on the Promoters Larger

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Land admeasuring 738.45 square meters (plinth area) phase (said Phase 4 (Part IV) Land) The fifth part of the fourth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 536.68 square metres (plinth area) ("the said Phase 4 (Part V) Land"). The Fifth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 3011.81 square metres (plinth area) ("the said Phase 5 Land"). The Eighth residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 638.76 square metres (plinth area) ("the said Phase 8 (Part I) Land") and on land admeasuring 1245.15 sq. mtrs. (Plinth Area) ("the said Phase 8 (Part II) Land"). The Promoter is developing a commercial/retail building on a portion of the Promoter Larger Land admeasuring 6730.18 square metres (plinth area) ("Shopping Arcade Land") and commercial building on portion of promoters larger land (to be known as 'Runwal Edge') admeasuring 822.86 square metres (plinth area) ("Runwal Edge Land"). The Six A (6A) residential phase is being developed by the Promoter on a portion of the Promoter Larger Land admeasuring 1973.41 square metres (plinth area) ("the said Phase 6A Land").

- Q. The Promoter is already developing and/or proposes to develop in accordance with the sanctions and approvals obtained/to be obtained from MMRDA, the following buildings on the said Phase I Land, Phase II (Part 1) Land, Phase II (Part 2) Land, Phase 3 (Part II) Land, Phase 3 (Part III) Land, Phase 3 (Part III) Land, Phase 4 (Part II) land, Phase 4 (Part III) land, Phase 4 (Part III) land, Phase 4 (Part III) Land, Phase 5 Land, Shopping Arcade Land, Runwal Edge land, Phase 6A land comprising the following:-
 - (i) Phase I Land comprising of 13 (thirteen) buildings as set out below:
 - (a) 12 residential buildings known as Building No. 1, 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 comprising Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (hereinafter collectively referred to as "Phase I Residential Buildings");
 - (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");

(Phase I Residential Buildings along with commercial building are shown delineated in brown colour boundary lines, on the plan annexed hereto and marked as **Annexure** "B1") and to be identified as "Runwal Gardens Phase I". The Phase I Project is registered by the Promoter as a "real estate 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 rectified on 10.05.2022.

- (ii) Phase II (Part 1) Land comprising of 6 residential (six) buildings i.e. Building 18, Building 19, Building 20, Building 21, Building 22 and Building 23 each comprising Stilt plus 24 Nos. of Slabs of super structure, viz. 23 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 2 Bldg. No. 18-23"). Runwal Gardens Phase 2 Bldg. No. 18-23 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700024154 dated 23.01.2020 rectified on 04.05.2022.
- Phase II (Part 2) Land comprising of 5 residential (five) buildings i.e. Building 13. Building 14. Building 15. Building 16 and Building 17 each comprising Stilt plus 24 Nos. of Slabs of Super structure, viz. 23 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 2 Bldg. No. 13-17") Runwal Gardens Phase 2 Bldg. No. 13-17 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700025677 on 01.07.2020 rectified on 25.05.2022. The said Phase 2 building nos. 13 to 23 are shown delineated in time coldur boundary lines on the plan annexed hereto and marked as Annexure "B1".
- Phase 3 (Part I) Land comprising of 3 residential (three) buildings i.e. Building 24 Building 25 and Building 26 each comprising Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 3 Bldg. No. 24-26") Runwal Gardens Phase 3 Bldg. No. 24-26 is registered by the Promoter as a "real estate project" with the Authority under the provisions of RERA read with the provisions of the RERA Rules. The Authority has dury

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issued a Certificate of Registration bearing No. P51700026228 dated 30.08.2020 rectified on 18.05.2022.

- (v) Phase 3 (Part II) Land comprising of 2 residential (two) buildings i.e. Building 27 and Building 28 each comprising Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 3 Bldg. No. 27-28") Runwal Gardens Phase 3 Bldg. No. 27-28 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700026927 dated 03.11.2020 subsequently revised vide certificate dated 08.09.2021.
- (vi) Phase 3 (Part III) Land comprising of 2 residential (two) buildings i.e. Building 29 and Building 30 each comprising Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 3 Bldg. No. 29-30") Runwal Gardens Phase 3 Bldg. No. 29-30 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700028344 dated 18.02.2021 rectified on 25.05.2022. The said Phase 3 building nos. 24 to 30 are shown delineated in violet colour boundary lines on the plan annexed hereto and marked as Annexure "B1"
- (vii) Shopping Arcade Land comprising 1 (one) commercial/retail building ("Shopping Arcade") having 6 no. of slabs of super structures hereinafter referred to as "Runwal Gardens Shopping Arcade" shown delineated in yellow colour boundary lines on the plan annexed hereto and marked as Annexure "B1") and to be identified as "Runwal Gardens Shopping Arcade". Runwal Gardens Shopping Arcade is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700026438 dated 22.09.2020 rectified on 25.05.2022.
- (viii) Phase 4 (Part I) Land comprising of 2 residential (two) buildings i.e. Building 31 and Building 32 each comprising Basement plus Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 31-32"). Runwal Gardens Phase 4 Bldg. No. 31-32 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700029155 dated 29.04.2021 rectified on 25.05.2022.
- Phase 4 (Part II) Land comprising of 2 residential (two) buildings i.e. Building 33 and Building 34 each comprising Basement plus Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 33-34") Runwal Gardens Phase 4 Bldg. No. 33-34 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700030533 dated 30.08.2021.

Phase 4 (Part III) Land comprising of 2 residential (two) buildings i.e. Building 35 and Building 36 each comprising Basement plus Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 35-36") Runwal Gardens Phase 4 Bldg. No. 35-36 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued, a Certificate of Registration bearing No. P51700031319 dated 15.10.2021 rectified on 25.05.2022.

Pliase 4 (Part V) Land comprising of 1 residential one building i.e. Building 37 comprising Basement plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 37") Runwal Gardens Phase 4 Bldg. No. 37 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA head with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700033206 dated 15.10.2021 rectified on 09.02.2022.

(xii) Phase 4 (Part V) Land comprising of 1 residential one building i.e. Building 38 comprising Basement plus Stilt plus 33 Nos. of Slabs of super structure, viz. 32 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 38") Runwal Gardens Phase 4 Bldg. No. 38 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration

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bearing No. P51700046550 dated 12.08.2022. The said Phase 4 building nos. 31 to 38 are shown delineated in orange colour boundary lines on the plan annexed hereto and marked as Annexure "B1"

- Phase 5 Land comprising of 4 residential (four) buildings i.e. Building 39, Building 40, Building 41 and Building 42 each comprising 2 Basement plus Ground plus Stilt (podium Top) plus 29 Nos. of Slabs of super structure, viz. 27 habitable floors (hereinafter collectively referred to as "Runwal Gardens Phase 4 Bldg. No. 39-42") shown delineated in black colour boundary lines on the plan annexed hereto and marked as Annexure "B1") and to be identified as "Runwal Gardens Phase 4 Bldg. No. 39-42" registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700031609 dated 03.11.2021.
- Phase 8 (Part I) Land consists of building no. 44 is comprising Ground Podium plus 7 podiums plus 8th to 36 Floors (having 35 habitable floors) (hereinafter collectively referred to as "Runwal Gardens Phase 8 Bldg. No. 44") Runwal Gardens Phase 8 Bldg. No. 44 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700047512 dated 03.11.2022.
- Phase 8 (Part II) Land consists of building no. 43-45 is comprising Ground Podium plus 7 podiums plus 8th to 36 Floors (having 35 habitable floors) (hereinafter collectively referred to as "Runwal Gardens Phase 8 Bldg. No. 43 and 45") Runwal Gardens Phase 8 Bldg. No. 43-45 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700052441 dated 25.08.2023. The said Phase 8 building nos. 43 to 45 are shown delineated in white colour boundary lines on the plan annexed hereto and marked as Annexure "B1"
- Runwal Edge land consists of building no. 52 comprising of ground plus 20 Nos. of Slabs of super structure, viz. Ground plus 18 sanctioned floors (hereinafter referred to as "Runwal Edge") shown delineated in blue colour boundary lines on the plan annexed hereto and marked as Annexure B1 and to be identified as Runwal Edge registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700048175 dated 15.12.2022.
- (xvii) Phase 6A Land consists of building no. 53 and 54 is comprising of ground /stilt plus 1st to 4th podium plus 5th to 34 floors (hereinafter collectively referred to as "Runwal Gardens Phase 6A Bldg. No. 53 & 54") Runwal Gardens Phase 6A Bldg. No. 53 & 54 is registered by the Promoter as a "real estate project" with the Authority, under the provisions of RERA read with the provisions of the RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. P51700051346dated 08.06.2023 The said Phase 6A building nos. 53 & 54 are shown delineated in Green colour boundary lines on the plan annexed hereto and marked as Annexure "B1".
- As disclosed hereinabove, as a part of the ITP Regulations, the Promoter is required to construct small R. tenements for persons from EWS and LIG categories ("Social Housing Component"), utilizing the incentive FSI granted to the Promoters for implementing integrated Township Project Runwal Gardens on Promoter Larger Land, on the terms and conditions specified in the ITP Regulations and as per prevailing Laws, rules and regulations formulated from time to time by the Planning Authority/State Government. Accordingly, the Promoter is developing the said Social Housing Component as follows:
 - The Social Housing Component for the EWS and LIG categories will be developed by the Promoters on the said EWS-LIG Land by constructing thereon social Housing Component comprising various EWS- LIG buildings out of which at present the Promoter is developing EWS Enchalding 60. X and EWS LIG building no. 2 as per commencement certificates granted or to be granted by the Planning Authority ("MMRDA"). The Promoter shall be entitled to construct any additional building by name EWS- LIG building no.3 or 4 etc., if required by MMRDA or State Government as per approval-MMRDA from time to time.
 - It is clarified that FSI granted for the construction of the said EWS- LIG building mg. It and 2 is additional FSI over and above the FSI sanctioned for the entire ITP, not being global FSI of entire layout of Runwal Gardens and therefore the Social Housing Component comprising EWS-44G buildings 1 and 2 or such additional building/s shall be independent and separate than the Township Project Runwal Gardens, as far as the rights and entitlement of the allottees in respect of ES consumption, Utilization, formation of Society/apex society, conveyance of building structure, EWS

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- LIG Land, access to common areas and amenities to other phases of Runwal Gardens, are concerned.
- iii) The rights of the Allottees of the Social Housing Component i.e. EWS and LIG buildings, shall be restricted to the use, benefits and enjoyment of common areas and amenities as may be provided by the Promoter to EWS and LIG buildings and Whole Project common amenities which may be accessible by the general public. In no case the Allottees from Social Housing Component shall have right to claim access to any Common area amenity/s or facility/s exclusively provided to the other phases of Runwal Gardens.
- iv) Access to the said EWS LIG buildings shall be strictly separate from DP road as shown in the Plans.
- A residential building known as Primrose MHADA 1 (EWS LIG building no.1 as per sanctioned plan shown delineated by pink colour boundary plan on the plan annexed to as Annexure B1) comprising of stilt plus 15 habitable floors has been constructed on portion of EWS-LIG Land and an occupation certificate in respect thereof is already issued by the MMRDA, the Planning authority. The Second residential building to be known as Primrose MHADA 2 (EWS - LIG building no. 2 numbered in approved plan) commencement certificate in respect whereof is already granted by the MMRDA, will be constructed on a portion of the EWS-LIG Land, admeasuring 1170 square metres (plinth area), hereinafter referred to as the "said Land" (more particularly described in the Third Schedule hereunder written and shown delineated in Red colour boundary lines on the plan annexed hereto and marked as Annexure "B-1") and proposed as a "real estate project" which has been registered by the Promoter as such ("the 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. P51700053843 dated 1.12.2023 ("the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "D" hereto.
- S. The Allottee has, prior to the date hereof, examined 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 recited 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.

The principal and material aspects of the development of the Project as sanctioned under the RERA Certificate, are briefly stated below:

The name of the Project shall at all times be known as "Primrose MHADA 2". The Project consists of single residential building comprising stilt plus 23 habitable floors. The Promoter has availed a loan facility from Industrial Bank Limited and the land on which the project is being constructed is mortgaged with IDBI Trusteeship services Ltd. to secure the aforesaid loan facility.

The Promoter has applied to IDBI Trusteeship services Ltd. for the grant of its No Objection for sale of the said premises and has received the same vide its letter under ref. https://doi.org/10.1001/10.100

The said building will be comprising of stilt plus 23 habitable floors for which the Promoters have set the Complencement Certificate as on date; and as on date have received a part Occupation Certificate upto 8 Floors thereof.

- (iii) The Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the Fourth Schedule hereunder written;
- (iv) Total FSI of 30656.29 square metres has been proposed for consumption in the construction and development of the Project of which FSI of 27656.29 square meters has been sanctioned.
- (v) As a part of development of the Project, and in accordance with the Commencement Certificate, the Promoter will develop certain common areas and amenities for the said Project which shall be

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used commonly along with the Allottees of EWS- LIG building no. 1, i.e. Primrose MHADA 1 and any additional EWS-LIG building as may be constructed as part of the Social Housing Component by the Promoter. The common areas and amenities provided in the Project for the exclusive benefit of the allottees of the said Project and EWS- LIG building no. 1 i.e. Primrose MHADA 1 and such additional building/s, are listed in the Fifth Schedule hereunder written ("Project Common Areas and Amenities").

- (vi) The Allottee will be entitled to use and access the Project Common Areas and Amenities and the Whole Project Common Areas and Amenities. The access to the common amenities of Whole Project will be from the D P Roads as shown in the Plans, which access shall be common and be used by the Allottee and all other allottees/occupants of the premises in the Whole Project (defined hereafter).
- (vii) The Promoter shall develop certain recreation ground in the Project. The recreation ground to be developed by the Promoter in the Project shall be for the common benefit of the allottees of Social Housing Component as may be constructed/developed by the Promoters on EWS-LIG Land.
- (viii) 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 said EWS-LIG Land and/or said Land and/or the Project and/or 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 right of way and means and access to such place or places for the purpose of repair, maintenance, painting or changing the logo/ signs. The Allottees confirm that they shall not object to the same.
- The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and/or at the ground/stilt levels of the 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 Allottee and other allottees of apartments/flats in the Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructures such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (x) The details of formation of the Society, and conferment of title upon the Society with respect to the Project, are more particularly specified in Clauses 13 and 14 below.
- (xi) Copies of the Locational Clearance dated 12th July 2019 amended on 21st January 2022 granted by the Urban Development Department and the Letter of Intent dated 9th August 2019 amended on 02nd May 2022 issued by the Collector, Thane are annexed hereto as **Annexure** "E" and **Annexure** "F" respectively.
- MMRDA had issued Layout Approved Letter bearing No. SROT/Growth Centre/2401/BP/ITP-Layout/Usarghar-Gharivali-Sagaon-01/1776/2019 dated 24.09.2019, which was further amended vide Amended Layout Approved Letter bearing No. SROT/Growth Centre/2401/BF/ITP Amend Layout/Usarghar-Gharivali-Sagaon-01/440/2020 dated 25.06.2020 and amended further on 10.04.2023 Copy of Amended Layout approval letter dated 09.05.2023 is annexed hereto as Annexure "G". MMRDA had issued Commencement Certificate (Site-A) bearing No. SROT/Growth Centre/2401/BP/ITP Usarghar-Gharivali Sagaon-01/Site-A/Vpl-XVIII/930/2020 dated 23.11.2020, which was further amended vide Amended Commencement Certificate (Site-A) bearing No. SROT/Growth Centre/2401/BP/ITP-Usatghar-Gharivali-Sagaon-01/Site-A/Vol. XXVII/383/2021 dated 12-04-2021 and further amended vide Commencement Certificate (Site-A) bearing No. latest vide SROT/Growth Centre/2401/BP/ITP-Usarghar Ghanval Por Site-A/Vol-31/720/2021 dated 05.08.2021 amended on 29.10.2021, 15.12.2027, 15.07.2022, 05.03.2023 (Site A) Shearing Certificate amended Commencement SROT/GrowthCentre/2401/BP/ITP-Usarghar-Gharivali- Sagaon 01/Site A/Vol dated 22.07.2021 issued for the said Project is annexed hereto as Annexure. Approvals/Commencement Certificate as and when sanctioned/amended by to time with respect to the Real Estate Project, shall be uploaded on RERA website

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in.

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- U. The Allottee/s is/are desirous of purchasing a residential premises/flat bearing No. 2201 on the 22nd Floor of Building No.2 of the Project known as "Primrose MHADA 2" (EWS-2) (hereinafter referred to as "the said Premises").
- V. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.
- W. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Project.
- X. The Promoter has the right to sell the said Premises in the Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- Y. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Promoter Larger Land, the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Saakar and of such other documents as are specified under RERA and the Rules and Regulations made thereunder, including inter-alia the following: -
 - (i) All approvals and sanctions issued by the competent authorities for the development of the Project and the Whole Project including layout plans, master plan, approved plans, building plans, floor plans, change of user permissions, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;
 - (ii) "All title documents by which the Promoter has acquired the right and entitlement to develop the Promoter Larger Land viz. land admeasuring approximately 4,65,228 square metres in the aggregate bearing diverse survey numbers including the said Land admeasuring 1170 square metres (plinth area);
 - (iii) All the documents mentioned in the Recitals hereinabove;
 - (iv) Title Report on Title 5th March 2019 issued by Wadia Ghandy & Co., Advocates, Solicitors & Notary and Title Certificate dated 20.09.2023 issued by Advocate Vaibhav Gosavi ("Title Certificate"), certifying the right/entitlement of the Promoter. Since the Title Certificate is voluminous it is not annexed hereto; however, the Title Certificate is uploaded and available on website of the Authority at https://maharera.mahaonline.gov.in.; and
 - v) The certified true copies of the 7/12 Extracts for the Promoter Larger Land are annexed and collectively marked as Annexure "I" hereto.
- authenticated copy of the plan of the said Premises, is annexed and marked as Annexure "J"
 - 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.

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.

BB. 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

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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.

- EE. The carpet area of the said Premises as defined under the provisions of RERA is **43.74** square metres plus **0.00** square metres deck area and **0.00** square metres utility area, if any.
- FF. 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.
- GG. 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.2209700/- (Rupees Twenty Two Lakhs Nine Thousand Seven 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.220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two 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).
- HH. 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.
- II. 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.
- JJ. The list of Annexures attached to this Agreement are stated hereinbelow:-

Annexure "A"	Plan of Promoter Larger Land				
Annexure "B"	Sanctioned Amended Master Layout Plan				
Annexure "B-1"	Approved Plan in respect of EWS	Approved Plan in respect of EWS-LIG buildings			
Annexure "C-1"	Proposed Master Layout Plan	:			
Annexure "C-2"	Proposed Master Layout Plan				
Annexure "D"	RERA Certificate				
Annexure "E"	Locational Clearance				
Annexure "F"	Letter of Intent				
Annexure "G"	Layout Approval				
Annexure "H"	Commencement Certificate				
Annexure "I"	7/12 Extracts				
Annexure "J"	Floor Plan				
Annexure "K"	Payment Schedule				

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

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 the project comprising single Residential Building to be known Printipse MHADA 2 consisting of such floors as set out in Recital 'T (iii)' above described in the I hird 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, as 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, Development Authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

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- 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.2201 of the 2BHK type admeasuring 43.74 square metres carpet area plus 0.00 square metres deck area and 0.00 square metres utility area as per RERA on the 22nd Floor of Building Primrose MHADA 2 of the said Project 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 "J" hereto at and for the consideration of Rs.2209700/- (Rupees Twenty Two Lakhs Nine Thousand Seven Hundred Only).
 - (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to 1 (One) car/s in the car parking space in the Open/stilt/Mechanical. The details of the car parking space as required to be provided as per RERA Order No. 54/2024 dated 29th April 2024 issued by the Hon'ble Secretary MahaRERA shall be provided to the Allottee shortly.
 - (iii) The total aggregate consideration amount including covered parking space, if allotted, is Rs.2209700/- (Rupees Twenty Two Lakhs Nine Thousand Seven Hundred Only) It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (Ten 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 Rs.220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two 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.1988728/- (Rupees Nineteen Lakhs Eighty Eight Thousand Seven Hundred Twenty Eight Only) in the manner and payment instalments more particularly set out in Annexure "K" hereto.
 - (v) The Allottee agrees to pay the Sale Consideration in instalments as set out in Annexure 'K' hereto, along with applicable taxes, within 7 (seven) days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

(vi) It is charfied that the Sale Consideration shall be payable by the Allottee in the IndusInd Bank Account No. 256003600044 maintained with Matunga Branch with IFSC Code INDB0000056 ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale so is Gersteration shall be transferred in the Bank Account No.256005600046 maintained with Matunga Branch with IFSC Code INDB0000056 ("the RERA Account").

evies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now of which may become applicable / payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable and/or levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the

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incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable subsequent payments.
- (ix) It is agreed between the parties that in the event the Allottee has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements / Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the said building is complete and the Occupation Certificate is granted by the MMRDA or such other competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, and if such reduction would be more than the defined limit of 3%, then the Promoter shall refund the excess money paid by Allottee, within 45 (forty-five) days with interest at the rate specified in the RERA Rules, from the date when possession of the said Premises shall be offered by the Promoter, till the date of refund. If there is any increase in the carpet area, over and above the defined limit of 3%, then the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan towards Sale Consideration. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.
- (xi) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/its payments in any manner.
- (xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then, the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates, till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution shall be required to disburse/pay all such an orbits due and payable to the Promoter under this Agreement, in the same manner detailed in this Slause 3 and Clause 2. herein below (which will not absolve Allottee of its responsibilities under this Agreement).
- (xiv) The Promoter shall be entitled to securitise the Sale Consideration and other arounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation

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from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by MMRDA or any other authority at the time of sanctioning the plans of the Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MMRDA, the Occupation Certificate in respect of the said Premises.
- 5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the respective time schedules for completing the said Premises and offering possession of the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the Project Common Areas and Amenities in the Project that may be usable by the Allottee as listed in the Fifth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

The Promoter has notified and the Allottee is aware that the Allottees of buildings constructed/to be constructed under Social Housing Component, shall not be entitled to access common areas and amenities other than those available to the general public as defined in the Second Schedule and Fifth Schedule written hereunder. The Promoter is developing the Integrated township project Runwal Gardens in phase wise and has provided/planned certain amenities and common area for the respective phases. The Allottee/s or other allottees of the Social Housing Component shall not have access to such exclusive common areas or amenities provided/to be provided in various phases of the larger project "Runwal Gardens". The Whole Project common areas and amenities will be completed on or before completion of the Whole Project subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.

6. FSI, TDR and development potential with respect to the said Project on the said Land:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential) in the manner more particularly detailed in Recital V (v) above and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Promoter Larger Land/ Whole Project:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the Promoter Larger Land (by utilization of the full development potential) and to develop the same in phase-wise manner and has undertaken/ will undertake multiple real estate projects therein in the manner more particularly detailed at Recital 'F' above and as depicted in the Proposed layout plans at Amexure "C-1" and Amexure "C-2" hereto constituting the Proposed Master Layout and the Proposed Whole Project Potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

Possession Date Delay and Termination:

The Promoter shall offer possession of the said Premises to the Allottee on or before 31.03.2025 or such extended date as may be allowed by MahaRERA from time to time, along with an extension of 12 months ("Possession Date"). Provided however, that the Promoter shall be entitled to reasonable extension of time from the Possession Date for giving delivery of the premises ("grace period"), if the completion of the Project is delayed on account of any or all of Dist Thanke following factors:

- (a) Any force majeure event like war, civil commotion or act of God.
- (a) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

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- (ii) If the Promoter fails to offer possession of the said Premises to the Allottee on the Possession Date or within the grace period, (save and except for the reasons as stated in sub-clause (i) (a) to (d) herein above), then the Allottee shall be entitled to either of the following options: -
 - (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, for every month of delay from the expiry of the grace period ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee:

OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, to formally cancel this Agreement for Sale, the Allottee shall execute and register a Deed of Cancellation as may be specified by the Promoter and upon registering the same, the Promoter shall refund to the Allottee by a post dated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate"), to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.
- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above and shall be deemed to be continuing in the Project with the date of possession as may be revised by the Promoter, without claiming any further compensation or damages in that regard from the Promoter.
- (iv) Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable, till the date such amounts are fully and finally paid together with the interest thereon.
- Without prejudice to the right of the Promoter to charge interest at the Interest Rate; as mentioned (v) in Clause 3 (xii) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of \$5 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. apthe addless provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breachior breaches of terms and conditions in respect of which it is intended to terminate the Agreement It the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written house to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the dispatch of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. It is agreed that on such termination and cancellation, the Allottee shall execute and register a Deed of Cancellation in respect of the said Premises in the manner as stated in this sub-clause, and the Promoter shar be entitled to 19 feit the Earnest Money being 10% of the Sale Consideration and all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, broke age/referral fees,



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taxes paid/payable and administrative charges as determined by the Promoter ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises and further upon resale of the said Premises to another allottee, whichever is later, the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. In the event the Allottee has availed of financial assistance from any Bank or Financial Institute for the purchase of the said Premises, then the Promoter shall deposit the refund amount directly with such Bank/Financial Institution and the Allottee shall seek refund of dues, if any, from such Bank/Financial Institution. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as mentioned above, the Promoter shall be entitled to retain the refund amount and the Allottee shall not be entitled to claim any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any and that the agreement shall be deemed to be cancelled and terminated even in case the allottee fails to execute and register the Deed of Cancellation in respect thereof.

(vi) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.

9. Procedure for taking possession:

(i) Upon obtainment of the Occupancy Certificate from the MMRDA or such other competent authority and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

(ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.

Upon receiving the Possession Notice from the Promoter as per Clause 9 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary Possession Letter, indemnittes, undertakings, declaration and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Pallottee In the event the Allottee fails and / or neglects to take possession of the Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee shall be liable to pay demurrage charges to the Promoter at the rate of Rs. 75/- per square foot of net area per month or part thereof from the expiry of the aforementioned 15 (fifteen) days period till such time the Allottee takes possession of the Premises. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession of the Premises on the expiry of the 15 (fifteen) days from the date of the Possession Notice and the Allottee shall alone be responsible / liable in respect of anycloss or danage that may be caused to the Premises after this date.

If within a period of 5. five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects; then the Allottee may be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects; if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other allottees in the Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances

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and electronic items (white goods) provided by the Promoter in the said Premises or in the said Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, Project Apex Body, and/or the Federation as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

- 11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space, if allotted, only for purpose of parking website
- 12. Formation of the Society and Other Societies:
 - i. The Promoter may form separate societies for each EWS- LIG building developed/to be developed in Social Housing Component. The Promoter as such may form a separate society for the said Project (the Society) or a common society for EWS LIG building 1 & 2 or a common Society for EWS LIG building 1 & 2 alongwith additional building as may be constructed under the Social Housing Component as the Promoter may deem fit.
 - i. Upon 51% of the total number of units/premises in EWS Building no. 1 and 2 or entire Social Housing Component, as the case may be, whichever is later, being registered by allottees, the Promoter shall initiate the process for applying to the competent authorities i) to form a cooperative housing society to comprise solely of the Allottee and other allottees of units/premises in the Project for the purpose of formation of separate society for the project or ii) to form a common cooperative housing society to comprise solely of the Allottees of EWS- LIG Building no. 1 and 2 or iii) to form a common cooperative housing society to comprise solely of the Allottees of EWS- LIG Building no. 1, 2 alongwith additional building as may be constructed under the Social Housing Component under the provisions of the Maharashtra Cooperative Societies Act, 1960 and the Rules made thereunder, read with the provisions of RERA and the RERA Rules.
 - ii. The Allottee shall, along with other allottees of premises/units in the said Building and/or the EWS Building no. 1 or entire Social Housing Component, as the case may be, join in forming and registering a co-operative housing society, to be formed in the manner hereinabove in sub clause (ii) mentioned, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in which the allottees of the respective building/premises shall be joined as members.
 - For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society or the common society, as the case may be and for becoming a member thereof, including the bye -laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye laws of the Society as may be required by the Registrar of Co-operative Societies or any other Competers Authority.
 - iv. The name of the Society shall be solely decided by the Promoter.
 - v. The Society, duly formed as per the provision hereinabove, shall admit all purchasers of flats and premises in the Project and the EWS-LIG building No. 1 or entire Social Housing Component, as the case may be, as members, irrespective of such purchasers purchasing their respective units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee transfer fee premium or any other amount of any nature whatsoever, from such purchasers.
 - vi. The Promoter shall be entitled, but not obliged to, join as a member of the Society of the common society, as may be formed, in respect of unsold premises in the Project or EWS- LIG Building ho.

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1 or entire Social Housing Component if any. Post execution of the Society Conveyance (as defined hereinafter), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body/Federation for the sale / allotment or transfer of the unsold areas in the Project or EWS – LIG building no.1 or entire Social Housing Component or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs. 1000/- per month in respect of each unsold premises towards the outgoings.

- vii. Once the Society as more particularly stated hereinabove is formed and duly operationalized, the Society will take over and shall be responsible for the operation and management and/or supervision of such society as may be formed of allottees and its common areas, amenities and facilities, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. Post the receipt of the occupation certificate of the said building of the said Project, the Allottee shall be liable to bear and pay his/her/its share of outgoings as may be determined.
- The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the individual Society and/or common Society of EWS LIG 1 and 2 or of all the buildings as may be developed under the Social Housing Component and including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

13. Conveyance to the Society and Other Societies:

the Society alone.

Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the said building or the said Project or the last building to be constructed in the Social Housing Component, whichever is later, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the said building/project, the part of the said building comprising the habitable floors and common areas and amenities therein together with the FSI/development potential consumed in construction thereof, shall be conveyed to the Society formed by the Promoter in the manner provided hereinabove, vide a registered indenture of conveyance, ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by

The Promoter my execute and register similar conveyances in favour of the individual society or a common society as may be formed of the buildings constructed under in the Social Housing Component.

The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Project has been granted as an additional FSI by way of incentive to the Promoters and does not form the part of FSI of Promoter Larger Land and the Allottee shall not raise any claim or demand or dispute in respect FSI utilization by the Promoters in the development of Promoter Larger Land.

It is clarified that the Project Common Areas and Amenities, commonly to be used by the Allottees Cof the Project alongwith the allottees of EWS-LIG Building 1 and/or any other proposed EWS-LIG building, will be conveyed/ handed over to the common society or the Apex Society of all such EWS-LIG buildings, as the case may be and as may be decided by the Promoters.

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It is further clarified that the Promoter may form separate societies for the various buildings/towers/wings forming part of the various phases of the Whole Project ("Other Phase Society/ies") and such apex societies comprising one or more Other Phase Society/ies ("Other Phase Apex Society") as the Promoter may deem fit and proper.

14. Formation of the Federation:

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- Within a period of 3 (three) months of obtainment of the full Occupation Certificate or full completion certificate of the last building in the Whole Project, the Promoter shall initiate the process for applying to the competent authorities to form Apex or the federation of societies of EWS-LIG buildings to be developed under the Social Housing Component, as the Promoter may deem fit and proper, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder read with the provisions of RERA and the RERA Rules ("Federation"). It is clarified to the allottees that the Federation of the Promoter Larger Land will be different from the Federation/Association to be formed under this clause in respect of the EWS-LIG Land. In no event, Allottee/s shall raise any dispute with respect to the nature of such separate federations to be formed by the Promoter.
- ii. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Federation, including in respect of (a) any documents, instruments, papers and writings, and (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be proportionately borne and paid by the Allottees of member Societies of the said federation to be formed, and the Promoter shall not be liable towards the same.
- iii. At present the Promoter is developing the social housing Component comprising of the said EWS Building no. 1 (Primrose MHADA 1) and EWS- LIG building no. 2 (Primrose MHADA 2) i.e. the said Project and/or additional building as may be proposed and developed by the Promoter. However, the Promoter may not be able to form the federation, under the Maharashtra Cooperative Societies Act 1960 or any other relevant rules and regulations, if the statutory requirement as to the minimum no of buildings required in formation of federation is not satisfied. In such case the Promoter shall be entitled to form an Apex society for the sake of convenience and for ease of management, the Promoter may, at its sole discretion form an apex society comprising the Society of the Primrose MHADA 1 and of Primrose MHADA 2 or Apex Society comprising all EWS-LIG buildings to be constructed under the Social Housing Component ("the Apex Society") In that case, once Apex Society is formed and operationalized, it shall take over and shall be responsible for the maintenance and management of such common areas facilities and amenities more particularly specified in the Fifth Schedule hereunder written or such common areas facilities and amenities to be shared by members societies of such Apex Society.
- Till the Federation of the larger land comprising of the Societies of Runwal Gardens excluding EWS-LIG Land, is formed and operationalized, the Promoter shall undertake the maintenance and management of such common areas facilities and amenities more particularly specified in the Second Schedule hereunder written. Once the Federation is formed and operationalized, the Federation will take over and shall be responsible for the operation and management and/or supervision of the Promoter Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same and if required by the Promoter, the Federation/Apex Society, formed as per sub clause (iii) shall contribute for the operation and management of common areas, services of township shared by it alongwith the Federation of ITP. The Allottee will have to then make necessary contributions and payments as decided by the Federation from time to time.
- Conveyance of the EWS -LIG Land to the Federation/Apex Society:
 - Within a period of 3 (three) months of registration of the Federation of Promoters Larger Land, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all the units/premises in the Whole Project, including allottees of Social Housing Component implemented by the Promoter whichever is later or latest, the Promoter shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its/right-litle and interest in the EWS – LIG Land and in all areas, spaces, common areas facilities and amenities in the EWS – LIG Land that are not already conveyed to the respective society of Primrose MHADA 1 and/or a common Society of entire Social Housing Component in Javour of the Federation/Apex Society ("Federation/Apex Conveyance") that may be formed in respect of the Social Housing Component. It is clarified that the portion of the EWS - LIG 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 will be transferred and conveyed to the Federation/Apex Society.
 - The Allottee and/or the Society and/or the common society EWS Building No. 11 and 2 and or the Society of entire Social Housing Component and/or the Federation and/or the Apex Society Shall not raise any objection or dispute if the area of the EWS -LIG Land of Social Housing Componer

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shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.

iii) The Federation or the Apex Society, as the case may be and all its member societies shall be required to join in execution and registration of the Federation or Apex Conveyance. The costs, expenses, charges, levies and taxes on the Federation Conveyance/Apex Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Federation/Apex Society alone.

16. Common Area Maintenance Charges:

- (i) The costs related to the upkeep and maintenance of the Real Estate Project and the EWS-LIG Land shall be jointly borne and paid by the relevant flat purchasers proportionate to the carpet area of each flat and are payable as the Building Common Area Maintenance Charges ("BCAM Charges") and Complex Common Area Maintenance Charges ("CCAM Charges") as set out hereinbelow. BCAM Charges and CCAM Charges are hereinafter collectively referred to as "CAM Charges".
- (i) Simultaneously with handover of possession of the said Premises, the Allottee shall be liable to pay in advance an estimated sum of Rs.39548/- (Rupees Thirty Nine Thousand Five Hundred Forty Eight Only) @ Rs. 3.5/- (Rupees Three Rupees Five paise only) per square foot on carpet area including deck and utility area, if any (plus the applicable GST thereon) for each month towards BCAM Charges (for a collective period of 24 months) from the date of receipt of Occupation Certificate for the said Premises till the Society is formed and operationalized. The BCAM Charges are collected towards amenities and facilities provided within the said Real Estate Project and shall be borne and paid by the Allottee in common with other allottees of the said Real Estate Project in proportion to the carpet area of the Said Premises to the total carpet area of all the flats of the Said Residential Building. Once the Society for the Said Real Estate Project is formed and duly operationalized, the Society will take over and maintain the amenities and common area facilities for the Said Real Estate Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Society from time to time.
- (ii) Simultaneously with handover of possession of the said Premises, the Allottee shall be liable to pay in advance an estimated sum of Rs.56497/- (Rupees Fifty Six Thousand Four Hundred Ninety Seven Only) @ Rs. 2.50/- (Rupees Two and paise Fifty only)per square foot on carpet area including deck area and utility area, if any (plus the applicable GST thereon) per month towards Allottee's proportionate share of CCAM Charges in respect of the Said Premises (for a collective period of 48 months) from the date of receipt of Occupancy Certificate for the Said Premises till the Federation/Apex Society is formed and operationalized. The CCAM Charges are collected towards common area amenities and facilities to be provided to Primrose MHADA 1 and Primrose MHADA 2 In the event, if Part Occupancy Certificate for the Said Premises is issued by MMRDA phor to issue of Full Occupancy Certificate, then such share of CCAM Charges shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted the Allottee will regularly pay to the Promoter CCAM Charges (as per demand raised by the Promoter) till the Apex Society and/ or Federation, as the case may be, is formed and operational zed. The CCAM Charges shall be borne and paid by the Allottee in common with other lottee of the Social Housing Project in proportion to the carpet area of the Said Premises to the total carpet area of all the flats in the Social Housing Project. Once the Federation or the Apex Society is formed and duly operationalized, the Apex Society/Federation will take over and maintain the common area amenities and facilities of the Whole Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and ments as decided by the Federation/Apex Society from time to time.

its claufied that the CAM Charges payable by the Allottee shall be as per the respective estimated amounts mentioned hereinabove or at actuals, whichever is higher. Upon expiry of the abovementioned periods for which the CAM Charges have been collected by the Promoter, the Promoter will be entitled to increase and collect the CAM Charges as it deems fit. In case the Allottee fails to pay such increased CAM Charges to the Promoter as and when demanded, the Allottee hereby unconditionally authorizes the Society /Common Society/Apex Society/

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Federation to collect these amounts from the Allottee which shall be adjusted at the time of settling of accounts between the Society / Common Society/Apex Society/ Federation and the Promoter.

- 17. The Allottee shall, before delivery of possession of the said Premises in accordance with the Clause 9 above, pay to the Promoter, the following amounts towards charges and deposits, as the case may be:
 - i) Rs. 651/- for share money, application entrance fee of the Society, Apex Body and Federation;
 - ii) Rs. 19,349/- for formation and registration of the Society, Apex Body and Federation;
 - iii) Rs. 20,000/- Charges towards water, electricity connection charges
 - iv) Charges towards any other utility connection and/or deposit/s, if any, shall be payable in addition to the above, at actuals;

The above amounts are not refundable and the Allottee will not be entitled to ask for accounts or statement of accounts from the Promoter in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, above amounts and towards on account of the share capital for the formation of the Society, applicable taxes including GST etc. or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in to a separate Bank Account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/ handover possession of the said Premises to the Allottee.

- 18. (i) The Allottee shall pay to the Promoter a sum of Rs. 20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body/Federation, for preparing the rules, regulations and bye-laws of the Society/Apex Body/Federation, and, the cost of preparing and engrossing the Society Conveyance, Apex Conveyance, Federation Conveyance and other deeds, documents and writings.
 - (ii) In addition to the CAM Charges and other outgoings, levies payable by the Allottee under this Agreement, the Allottee shall be liable to bear and pay his/her share of Property Tax as and when demanded by Promoter and/or MMRDA, as the case may be. The Property Tax shall be effective from the date of issue of Occupancy Certificate for the said Residential Building. In the event, if Part Occupancy Certificate for the said Residential Building is issued by MMRDA prior to issue of Full Occupancy Certificate, then such share of Property Tax shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate.
 - (iii) The Allottee shall, in addition to the amount specified in Clause 16,17 & 18 (i) hereinabove, pay to the Promoter a further sum of Rs. 25,000/- being interest free refundable security deposit for carrying out fit-out works in the said Premises, which shall be refunded (without any interest) to the Allottee upon completion of the fit-out work and subject to compliance of all conditions as may be specified by the Promoter, and provided that the Allottee has not caused any damage to the structure of the building and has not carried out any unauthorized work, while carrying out such fit-out work. In the event, the Allottee shall have carried the fit-out work or any other interior work in the said Premises in breach of any of the conditions specified herein, the Promoter shall be entitled to forfeit the said interest free refundable security deposit.
- 19. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pibelines, trainings lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Promoter Larger Land including the EWS- LIG Land which shall be maintained and paid for in the manner set out hereinabove.
- 20. Loan and Mortgage:
 - (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission.

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to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

21. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- i. The Promoter has clear title and has the requisite rights to carry out development upon the Promoter Larger Land including EWS- LIG Land and also has actual, physical and legal possession of the Promoter Larger Land for the implementation of the Whole Project, Social Housing Component subject to the terms and conditions of the Indentures mentioned above, the litigations and the mortgages referred to in the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- There are no encumbrances upon the Project except those disclosed in this Agreement and the Title Certificate and as updated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;

There are no litigations pending before any Court of law with respect to the Project except those as undated by the Promoter from time to time on the website of the Authority as required by RERA and the RERA Rules;

All approvals, licenses and permits issued by the competent authorities with respect to the project, are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;

The Promoter has not entered into any agreement for sale and/or development agreement or rany other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

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- ix. At the time of execution of the Society Conveyance, the Promoter shall handover to the Society, lawful, vacant, peaceful, physical possession of the structure, together with common areas so long as they shall be forming part of the Society.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee.
- 22. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Social Housing Project including any common areas facilities and amenities on such terms and conditions as it may deem fit.
- 23. The Promoter shall be entitled to designate any spaces/areas on the Promoter Larger Land or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Project/ on the Promoter Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employee and any third party contractors shall be entitled to access and service such infrastructure and utilities over the Promoter Larger Land.
- 24. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Promoter Larger Land at all times. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.
- 25. The Promoter shall be entitled to transfer and/or assign the benefit of addition al F.S.I./ T.D.R. or any other rights of the Promoter Larger Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the Promoter Larger Land, including EWS- LIG Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at Recital 'D (a)' above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project, Social Housing Component or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.
- The Allottee has been informed that the Real Estate Project is being developed as a part of Social Housing Component (EWS-LIG) by utilizing incentive FSI granted by MMRDA for implementing the said Integrated township Project. The Promoter is also required to provide certain utility buildings; social amenities, institutional buildings, and other amenities/facilities/reservations on the Promoter yarger land. The Promoter is also entitled to amend the lay- out plan of the said Project and/or the said Promoters larger land including EWS- LIG Land and/or other approvals in accordance with prevailing provisions of law or as may be required by the Promoter, including acquisition of additional plots/ property/ adjoining property/properties in the vicinity and inclusion/ amalgamation of such plots of land in the lay out plan of the said Project/ Promoters larger land. Accordingly, pursuant to obtainment of the requising permissions and approvals, to enhance and improve the use, enjoyment, development and living experience or for better planning/planning efficiency, the Promoter is combining and/or relocating certain reservations and amenities provided on the Promoters larger land including EWS- LIG Land to another property or from another property to the Promoters larger land including EWS-LIG land. The Promoter shall be entitled to use and undertake such development on the balance portion by the Promoters larger.

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land/amalgamated property as it deems fit and proper. The Promoter assures and confirms to you that the aforesaid changes or modifications do not and will not adversely affect the area of the Said Premises.

- 27. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the Promoter Larger Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
- 28. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:
 - i. To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
 - ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee continuiting any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

Alot to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams; walls slabs or RCC, Pardi or other structural members in the said Premises without the parter written permission of the Promoter and/or the Society;

Nexto do or permit to be done any act or thing which may render void or voidable any insurance of the Promoter Larger Land and/or the Social Housing Component and/or the Whole Project and/or the Project in which the said Premises is situated or any part thereof or whereby any but increased premium shall become payable in respect of the insurance;

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Promoter Larger Land and/or the Project in private the said Premises is situated.

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To pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Project in which the said Premises is situated.

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- viii. To bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- ix. Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- x. The Allottee shall not sell, lease, transfer or part with interest or benefit factor of this Agreement or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement for the next five years from the date of its allotment or the Agreement, whichever is applicable, as per MHADA's rules and regulations. The Allottee/s hereby agree/s to abide by all the rules and regulations and terms and conditions laid down by MHADA in respect of the allotment.
- xi. The Allottee shall observe and perform all the rules and regulations which the Society and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body/Federation regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- xiii. The Allottee agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee Termination Notice.
- All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MMRDA and the concerned bodies/authorities in respect of the Promoter Larger Land including EWS-LIG Land and its development, shall be binding upon the Allottee/s and Society including the Federation/Apex Society as may be formed of the purchaser/s of flat/ premises.
- XV. The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or Promoter Larger Land including EWS-LIG Land, as the case may be, which the Promoter will upload from time to time.
- The Allottee/s shall not interfere in any manner in any work of development of construction of the Promoter Larger Land and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Promoter Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard. The Promoter shall, in the interest of the Allottee, and the Project, be entitled to take decisions regarding management and allocation of funds/monies and the type mode, quality of services to be provided, in respect of the Project, and the management and administration thereof.
- xvii. The Allottee/s shall not take any objection, on the ground of nulsance, annoyance and or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction

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of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Promoter Larger Land or the said Land or the EWS -LIG Land.

xviii. The Allottees are aware and confirm that the Whole Project Common Areas shall be usable by the allottees of the Whole Project, the Project Common Areas and Amenities shall be usable exclusively by the allottees of Social Housing Component, the RG and PG shall be utilised in accordance with the prevailing rules and regulations and the General Services to be developed on the Promoter Larger Land shall be for the use and benefit of the public at large and shall not be restricted to the allottees of the Whole Project. The Allottees agree and confirm that they shall not be entitled to claim any right, title, interest in the General Services and in the other phases of Runwal Gardens, which may be determined by the Promoter and the other concerned authorities from time to time.

xix. It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.

xx. Till the Federation/Apex Conveyance is executed in favour of the Federation/Apex, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Promoter Larger Land/EWS-LIG Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.

The Allottee has expressly agreed to take prior written consent from the Promoter and/or the concerned authority, as the case may be, before carrying out any changes/alteration/modification in the Said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written consent of the promoter and/or the society and/or the concerned authority, the Allottee shall solely be liable for any consequences on account of such changes/alterations/modifications.

The Allottee agrees and covenants that the name of the Project shall at all times be "Primrose MHADA 2" and shall not be changed without the prior written permission of the Promoter.

the Allottee agrees and covenants that the Whole Project Common Areas and Amenities and any other areas as may be designated by the Promoter including common open areas, common particles and driveways etc. in/on the Whole Project/ Promoter Larger Land shall be an integral part of the layout of the development of the Whole Project and the Promoter Larger Land including the neighbouring buildings/towers on the Promoter Larger Land and neither the Allottee is that any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.

The Allottee agrees and covenants that entry and exit points and access to the Social Housing Component including the said Project will be separate, from, entry and exit points and access provided to the Allottees of other phases of Whole Project. The Promoter Larger Land shall be common to all allottees, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand common access from

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entry/exit point provided exclusively for other allottees, users and/or occupants from the other phases of whole Project, and/or any part thereof.

The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by MMRDA from time to time.

In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

xxix. The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or Social Housing Component and/or Whole Project Land and/or the Project Common Areas and Amenities and/or the Whole Project Common Areas and Amenities, or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be impartible, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted a prospective member.

The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right and scope of this Agreement is concerned, the same is limited to an agreement for allotment and sale of the said Premises strictly upon and subject to the terms, conditions and provisions herein. The Allottee's shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.

xxxi. The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

xxxii. The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project or the EWS -LIG land or the Promoter Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex/Federation Conveyance, as the case may be

30. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall however have a right to raise finances on the Promoter Larger Land including EWS LIG Land and other areas excluding the said Premises.

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31. Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee and allotment of the premises shall be treated as cancelled with applicable forfeiture.

32. Nominee:

- (i) The Allottee hereby nominates **Not Applicable** ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

33. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

34. Right to Amend:

This Agreement may only be amended through written consent of the Parties.

35, Provisions of this Agreement applicable to Allottee/subsequent allottees :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

36. Severability Face

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

37. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or the Social Housing Project or the Whole Project, as the case may be, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the

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other premises/units/areas/spaces in the Project or the Social Housing Project or the Whole Project, as the case may be.

38. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

40. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

- 41. The Allottee and/or Promoter shall present this Agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.
- 42. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

FOR ALLOTTEE:

Rohidas Babaji Kakade Sarita Rohidas Kakade

402, Amol Height Plot No.19 Sec-2, Karanjade, Panvel, Navi Mumbai-410206 Notified Email ID:rohidaskakade300@gmail.com

FOR PROMOTER:

Runwal Residency Pvt. Ltd.,

Runwal & Omkar Esquare, 4th Floor, Opp. Sion Chunabhatti Signal, off Eastern

Express Highway, Sion (E), Mumbai- 400 022

Notified Email ID: crmgardens@runwalgroup.in

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

43. Joint Allottees:

That in case there are Joint Allottees all communications shall be sent by the Prancte whose name appears first and at the address given by him/her which shall for all the number to consider as properly served on all the Allottees.

44. Stamp Duty and Registration Charges:

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The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

45. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

46. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Thane City, and the Courts of Law in Thane/Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

- 47. In case the Allottee/s has accepted to book the apartment under CLP or any other payment scheme as the case may be, the Allottee/s hereby accepts the Payment Schedule in respect thereof and the Allottee/s hereby agrees and accepts that no further discount of any nature shall be provided to the Allottee/s.
- 48. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

Party	PAN No.
Runwal Residency Private Limited	AAFCR1016H
Rohidas Babaji Kakade	BHEPK6776R
Sarita Rohidas Kakade	EYCPK1302R

49. Construction of this Agreement:

a:> Any reference to any statute or statutory provision shall include:-

all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and,

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 enactment 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;

Any reference to the singular shall include the plural and vice -versa;

Any references to the masculine, the feminine and/or the neuter shall include each other;

- d. 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;
 - e. 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;

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- f. 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;
- g. 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 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, 45/5A, 45/5B, 45/6, 46/1, 46/2A, 46/2B, 46/3, 47, 49, 50, 51(pt), 52/1, 52/2, 53/1A, 53/1B, 53/2A, 53/2B, 53/3A, 53/3B, 94(pt), of Village Usarghar, and all those pieces and parcels of land bearing New Survey Nos. and Corresponding old Survey Nos. of village Gharivali as mentioned herein below:

Sr.No.	New Survey Nos.	Corresponding Old Survey Nos.
1	4/B/1	11 pt, 37/1 pt, 38/1 pt
2	4/B/2	38/2pt, 12/4pt, 12/3pt
3	4/B/3	15pt, 17/1pt, 17/2, 17/3pt, 41/2pt
4	4/B/4	44/18pt, 19pt
5	4/B/5	19pt, 44/1pt
6	4/B/6	19pt, 44/1pt, 49pt
7	4/B/7	22pt, 44/5pt
8	4/B/8	37/1pt, 37/21pt, 37/2pt, 11pt, 10/pt, 38/1, 12/6, 12/5, 12/7pt, 41/1A pt, 41/2pt, 17/1pt, 17/3pt, 44/17pt, 44/18pt, 19pt, 44/1pt, 49pt, 44/6pt, 44/5pt, 23/1pt, 23/10pt, 4/6pt, 44/10pt, 4/5pt, 4/3, 7/3AB pt, 7/2ABC pt, 8/77pt, 9/1 to 8
9	4/B/9	12/14pt, 13pt, 40, 8/5pt, 39/1pt, 14/2AB pt, 14/3, 6/1pt, 5/1pt, 17/11, 17/10, 17/9, 17/7pt, 17/8, 44/15pt, 44/14, 44/13, 44/7, 50/1, 44/8, 44/6pt
10	4/B/10	39/1pt, 8/4pt, 8/3pt, 8/2pt, 8/1pt, 8/9, 37/4, 37/3pt, 37/2pt, 8/6pt
11	4/B/11	4/11pt, 4/6pt, 4/10pt, 4/9pt, 23/10pt, 23/1pt
12	4/B/12	38/1pt
13	4/B/13	15pt, 41/2pt, 12/5pt, 12/1, 12/2, , 41/1A pt
14	4/B/14	19pt, 44/1pt
15	4/B/15	44/1pt
16	4/B/16	44/6pt, 44/1pt, 49pt, 44/4, 44/5pt
17	4/B/17	23/1pt, 23/2, 23/3, 44/6pt, 44/5pt, 22pt
18	4/B/18	7/2 ABC pt, 7/3 AB pt, 4/2, 4/9pt, 4/1, 4/10pt, 4/11pt, 4/3pt 37/8BCD pt 0 ?
19	4/B/19	8/6, 8/8, 8/5, 8/1pt, 8/2pt, 8/3pt, 7/1, 7/2 ABC pt, 3/9/3, 39/2, 39/1pt, 13pt 6/1pt, 6/2, 6/3, 7/3ABC, 8/7pt, 37/2BCD pt, 5/2 to 6, 4/4, 4/3pt, 4/5pt, 50/2, 50/3, 44/11, 44/12, 44/10pt, 44/8pt, 44/9, 44/5pt, 23/1pt
20	4/B/20	37/2BCD pt, 37/1pt, 11pt, 37/3pt, 9/1to8pt, 10pt, 8/1pt, 8/2pt, 38/2 12/7pt, 12/8, 12/9, 12/10, 12/11, 12/12, 12/13, 41/1A pt, 41/1B 41/2pt, 41/4, 41/3, 50/1, 44/7pt, 14/5, 14/4, 14/1, 14/2AB pt, 17/4pt, 17/3pt, 17/6 17/7pt, 17/5, 49pt, 18, 44/16, 44/17pt, 44/19pt, 44/15pt, 44/6pt, 44/1pt
21	4/B/21	23/1pt
22	4/B/22	23/10pt



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In aggregate, admeasuring 4,65,228 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 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 / zon
- Gazebo with seat
- Secret garden
- Maze garder
- Bonsai garden
- Barbeque zone
- Cacti garder
- 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. "Primrose MHADA 2", comprising single Residential Building)

Single residential buildings being EWS- LIG Building No.2 having stilt plus 23 habitable floors, to be constructed, sanctioned till date in the Project to be constructed on a land admeasuring 1179 square meters bearing old survey nos. 50(bt) of village. Usarghar, a portion of the Promoter Larger Land, more particularly described in the First Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of "Units and Premises/Flats and Tenements in the Project")

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Building Nos.	Total No. of		Floors	
	Flats/Units			
-	sanctioned till			THE PARTY OF THE P
	date	A.		
Primrose MHADA 2	474	Stilt plus 23 sanctioned h	nabitable floors	4.1
(EWS- LIG building				
no. 2)	military) respective		•	

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of "Project Common Areas and Amenities")

- Internal roads and footpath
 Fire protection and fire safety requirements
- Electrical metre room, substation, Receiving station
- Water supply
- Sewerage (Chamber Lines, Septic Tank, STP)
- Storm water drains
- · Treatment and disposal of sewage and sullage water
- Solid waste management and disposal
- Water Conservation, Rainwater Harvesting
- Street Lighting
- Energy management
- Drop off area
- Lawn
- Kids play area.
- Seating area
- Multipurpose court
- Pathways.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Description of "the said Premises")

All that the Flat/Unit being No. 2201 admeasuring 470.81 square ft. carpet area (equivalent to43.74 square meters.) plus 0.00 square meters, deck area and 0.00 square mtrs. utility area on 22nd Floor in Building No. 2 in the Project to be known as "PRIMEROSE MHADA 2", (EWS-2) to be constructed on land 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)

- Good quality Ceramic tile flooring in Living / Dining, Passage, Bedrooms & Kitchen
- Ceramic tile flooring in Toilet
- Ceramic tiles in dado 600 mm above the Kitchen Platform counter & White tiles below the Kitchen Platform
- Ceramic Tiles dado in Toilets
- Gypsum Plaster with Paint finish in Living / Dining, Bedrooms, Toilet
- Putty with paint finish for Ceiling in Living / Dining, Bedrooms
- Metal grid False Ceiling in Toilets
- Flush doors with Redmiranti frames and both sides Laminate for Main door paint to bed
- Powder coated Aluminium windows with 6 mm clear glass for Living room.
- Kitchen Counter in Black Granite
- Kitchen Sink without drain board
- Wall mount Toilet basin
- CP wall mixture, Pillar cock (only Cold)
- Concealed wiring with circuit breakers

IN WITNESS WHEREOF the parties hereinabove have set their respective hands and signed this Agreement for Sale at 0000 5001 (Maharashtra) in the presence of attesting witness signing as soon the day first above written.

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SIGNED AND DELIVERED By the within named PROMOTER RUWWAL RESIDENCY PVT. LTD. By the hand of its Director/ Authorized Signatory Mr. R't esh Saw MM Director/Authorised Signatory in the presence of Signed AND DELIVERED By the within named ALLOTTEE/S Rohidas Babaji Kakade Sarita Rohidas Kakade FECEIVED of and from the FlatUnit Allottee/s above named, the sum of Rs. 220972/ (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two Only) Towards advance payment or deposit paid by the Autolee/s to the Fromoter. Promote Signatory Director/Authorised Signatory Director/Authorised Signatory Director/Authorised Signatory			
Authorized Signatory Mr. Ritesh Saw and Director/Authorised Signatory in the presence of Signature Allottees By the within named ALLOTTEE/S Rohidas Babaji Kakade Sarita Rohidas Kakade Sarita Rohidas Kakade in the presence of Sensita Allottees hinde RECEIVED of and from the Flat/Unit Allottee/s above named, the sum of Rs. 220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two Only) Towards advance payment or deposit paid by the Allottee/s to the Promoter. Por RUNWAL RESIDENCYPY, LTD. Director/Authorised Signatory Director/Authorised Signatory	By the within named PROMOTER)	For RUNWAL RESIDENCY PVT. LTD.	
Mr. Ritesh Saw and Director/Authorised Signatory in the presence of Surgini Ana	By the hand of its Director/)		
in the presence of	Authorized Signatory)		
SIGNED AND DELIVERED By the within named ALLOTTEE/S Rohidas Babaji Kakade Sarita Rohidas Kakade Sarita Rohidas Kakade Sarita Rohidas Kakade In the presence of Supprise Ekhath Ahar Secrita Deliver Aling Description of the Flat/Unit Allottee/s above named, the sum of Rs. 220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two Only) Towards advance payment or deposit paid by the Allottee/s to the Promoter. For RUNWAL RESIDENCY PVT. LTD. Director/Authorised Signatory	Mr. Ritesh Sawant	Director/Authorised Signatory	•
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SIGNED AND DELIVERED By the within named ALLOTTEE/S Rohidas Babaji Kakade Sarita Rohidas Kakade Sarita Rohidas Kakade in the presence of 1. Supprid Eknath Alex 2. Supprid Eknath Alex 2. Supprid Eknath Alex 2. Supprid Eknath Alex 3. Received of and from the Flat/Unit Allottee/s above named, the sum of Rs. 220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two Only) Towards advance payment or deposit paid by the Allottee/s to the Promoter. For RUNWAL RESIDENCY PVT. LTD. Director/Authorised Signatory	1. Swapnil Aher)		
By the within named ALLOTTEE/S Rohidas Babaji Kakade Sarita Rohidas Kakade Sarita Rohidas Kakade in the presence of 1. Susprid Ekreth Aher 2. Semether aring dearthinge RECEIVED of and from the Flat/Unit Allottee/s above named, the sum of Rs. 220972/- (Rupees Two Lakhs Twenty Thousand Nine Hundred Seventy Two Only) Towards advance payment or deposit paid by the Allottee/s to the Promoter. For RUNWAL RESIDENCYPYT, LTD. Director/Authorised Signatory	2 Songita runde)		
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IDBI Trusteeship Services Ltd.

CIN: U65991MH2001GOI131154



Ref. No. 3771-3/ITSL/OPR/2024-25 Date: 23nd July, 2024

Runwal Residency Private Limited Runwal & Omkar Esquare, 5th Floor, Opp. Sion-Chunabhatti Signal, Sion (E), Mumbai 400 022

Door Sir/ Ma'am,

Ref: No Objection for sale of Flat at Runwal Gardens, Dombivli

This is to confirm that the aforesaid premises are currently mortgaged to IDBI Trustooship Services Limited ("ITSL") (the "Trustee"), 17, R Kamani Marg, Ballard Estate, Mumbai-400 001 vide:

Security Trustee Agreement dated 23rd June 2022, executed by and amongst TISL, Industrial Bank and

Runwal Residency Private Limited (the "Company")

Deed of Mortgage cum charge dated 19th July 2022, executed by and amongst ITSL and Company.

Your Company has requested a No Objection Certificate to enable sale of unit to the purchaser/s ("Purchasers") detailed hereto vide its mail dated 22 July, 2024. We state that on the basis of email approval received from the Lender i.e. Industrial Bank Limited dated 22nd July, 2024 we have No Objection of Sale of the said Unit(s) to the Purchaser/s as dotailed below.

Unit No.	Tower	Customer Name	Saleable Area	Carpet Area	Agreement Value (INR)	Received Value (INR)
1 WS2 1 FWS	F34/00	Rohidas Balaji Kakade	793:77	470.81	22.09.700	2.20.971
	LM2N	Sarīta Rohidas Kakade	DEST'E	970,03	ZZ,QT,JVQ	2323347

We state that, consent is hereby accorded for sale of the said Unit/s to the Purchasor/s subject to the following

- This consent hereby granted is restricted to the said Unit described above in the project Runwal Gardens of the Company, being constructed at Dombivli in order to enable sale of the sold Unit to the Purchaser/s. Notwithstanding anything contained herainabove, the consent hereby granted shall not authorize the Company to sell any other unit in the said project without applying to trustee for a fresh consent letter.
- The consent hereby granted is subject to the Purchaser/s depositing all the manays payable as consideration for purchase of the said Units bearing Account Name: RRPL Primrose MFADA 2 Collection a/c Account No. 256005600044 hald with industrid Bank, Malunga, IFSC: INDB0000056 If the Purchaser/s fail to deposit such monies/ sales proceeds in the said Account, the NOC shall automatically stand revoked/ cancelled.
- In the event the sale to the Purchaser/s is cancelled for any reason, the consent above accorded shall automotically stand revoked forthwith and your Company shall have to apply for a fresh consent in relation to sale of the said Unit to any other person.
- Please note that the trustee shall continue to hold martgage and charge on behalf of Lendar, over the Project, underlying land and other properties except for the aforesaid Units (i.e. after receipt of the entire sale consideration in the aforesaid Account) till such time the facilities availed by the Company are fully repaid.

This certificate is being given without any prejudice or liabilities of q Tender/ or its officer.

Our mortgage and charge on all other proporties shall continue in full force and effect

the Purchaser may also reconfirm the authenticity of this NOC will Mr. Bhayesh Vichare on email bhayesh, vichare@idbltrustee.com

For IDBI Trusteeship Services Limited Bharenn.

(Authorised Signatory)

Regd. Office: Universal Insurance Building, Ground Floor, Sir P. M. Road, For Tel.: 022-4080 7000 • Fax: 022-6631 1776 • Email: itsl@idbitrustee.com • response Website: www.idbitrustee.com

कोंकण गृहनिर्माण व क्षेत्रविकास मंडळ (म्हाडाचा घटक) Konkan Housing And Area Development Board



उप मुख्य अधिकारी (पणन) यांचे कार्यालय

कक्ष क्र. 255 (पणन) पहिला मजला, गृहनिर्माण भवन (म्हाडा), कलानगर, वांद्रे (पूर्व), मुंबई -400051

दूरध्वनी : 022- 66405027, 5054, 5064, 5026, 5044, 5045, 5019

दिनांकः 22-03-2024



देकारपत्र (OFFER LETTER)

प्रति,

श्री/श्रीमती,

ROHIDAS BABAJI KAKADE 🍃

GAVTHAN PALASPUR AHMADNAGAR MAHARASHTRA 414304

विषयः - कोंकण मंडळ, म्हाडा सोडत मार्च-2024

संकेत क्रमांक 355 योजनेतील सदनिका वितरणाचे देकार पत्र.

संदर्भ : - संदर्भ : - आपला अर्ज क्र. 2730001265 प्रवर्ग . GP प्राधान्य क्र. 237

महोदय/महोदया,

1.उपरोक्त विषयास अनुसरून आपण ऑनलाइन पद्धतीने सादर केलेली कागवपत्रे व प्रमाणपत्रांनुसार आपण संगणकीय प्रणालीद्वारे पात्र ठरले आहात.

2.आपणांस सदरहू योजेनेतील संकेत क्र.355 अंतर्गत असलेल्याइमारत/सदिनका क्रमांक2,-,2201,22चे वितरणासाठी देकार पत्र देण्यात येत आहे.

3.आपणांस देण्यात येणाऱ्या सदनिकेचा तपशील पुढीलप्रमाणे:-

3.1) इमारत/ सदनिकाचा क्रमांक2,-,2201,22

3.2) योजेनेचे नाव व ठिकाण : 20% सर्व समावेशक गृहनिर्माण योजना वसहित प्रकल्पातर्थंत सीटिएस क्र No.44(P),45(P),46(P),47(P),49(P),50(P),51(P),52(P),53(P),94(P),Usarghar, S. No.4(P),5(P),6(P),7(P),8(P),9(P),10(P),12(P),13(P),14(P),15(P),17(P),18(P),19(P),22(P),23(P),30(P),39(P),40(P),41(P),44(P),49(P),50(P)Gharivali and S.No.67/1 Sagaon, मोजे Gharivali, वा. जि. Ta

3.3) सदिनकाचे चटई क्षेत्रफळ चौ. मी.43.74 आहे?

3.4) सदनिकाची अंदाजित किंमत रु.2013800/-



3.5) सदनिकेच्या विक्री किंमतीमध्ये म्हाडाचा प्रशासकीय आकार अंतर्भूत असल्याने सदर प्रशासकीय आकारापोटी अर्जासमवेत भरणा केलेल्या अनामत रक्कमेची वजावट करून उर्वरित रक्कमेचा (खालील तकत्यामधील स्तंभ - 5 मध्ये नमूद रक्कम) ऑनलाइन पद्धतीने भरणा करावा.

योजना संकेत क्र.	सदनिकेची एकूण विक्री किंमत	1% प्रशासकीय आकार रक्कम	म्हाडाकडे अर्जासोबत भरणा केलेली अनामत रक्कम	मंडळाकडे भरावयाची उर्वरित रक्कम	विकासकास भरावयाची उर्वरित रक्कम
355	2013800	20138	10000	10138	1993662

वरील रक्कमेचा भरणा म्हाडाकडे केल्यानंतर विक्री किंमतीची उर्वरित रक्कम आपणांस योजनेचे विकासक Runwal Garden यांचेकडे करावयाचा आहे.

4. संकेत क्र. 355अंतर्गत अनुक्रमे अल्पल्प व अल्प उत्पन्न गट सदिनका 20% सर्व समावेशक गृहिनर्माण योजना वसाहत प्रकल्पासाठी निर्गमित केलेल्या शासन निर्णयानुसार मंजूर करण्यात आल्या आहेत. सदर शासन निर्णयानुसार म्हाडामार्फत फक्त पात्र लाभार्थीयांची यादी योजनेचे विकासक Runwal Garden यांना द्यावयाची आहे.

5. सदर योजनेचे बांधकाम Runwal Gardenया विकासकामार्फत करण्यात आले आहे. त्यामुळे बांधकामाचा दर्जा व नियोजनाबाबत, देखभाल, विक्री, सोई-सुविधा इत्यादी बाबत विकासक जबाबदार राहील.

6.20% सर्व समावेशक गृहनिर्माण योजना प्रकल्पासाठी निर्गमित केलेल्या शासन निर्णयानुसार सदर योजनेमधील बाह्य सुविधांचे काम विकासकाने करावयाचे आहे.

7.जाहिरातीत नमुद केलेली किंमत सदनिकेची मूळ विक्री किंमत असून लाभार्थीयांना जाहिरातीमध्ये नमुद केलेल्या सदिनकांच्या रक्कमेव्यतिरिक्त वाहनतळ चार्जेस, जीएसटी, मुद्रांक शुल्क व नोंदणी शुल्क,प्रॉपर्टी टॅक्स व देखभाल शुल्क थकबाकीसह, एम.एस.ई. बी. चार्जेस, सोसायटी रजिस्ट्रेशन चार्जेस, दस्तावेज नॉदणीसाठी लागणारे लिगल शुल्क, सोसायटीच्या नावे जमीन हस्तांतरण चार्जेस इ. शासकीय/महानगरपालिकेकडील शुल्काचा भरणा करावा

8.या योजनेअंतर्गत म्हाडाकडे 1 टक्के प्रशासकीय शुल्काचा भरणा केल्यानंतर लाभार्थी यांना गृह कर्ज उभारणीसाठी ना हरकत प्रमाणपत्र देण्याची जबाबदारी विकासकाँची राहील.

9. सदर देकारपत्रातील सर्व अटी- दार्तीची पूर्वता करून सदिनकेच्या विक्री किमतीपोटी मागील कोष्टकामध्ये (स्तंभ -3 मध्ये) दर्शविल्याप्रमाणे सदर 1% रक्कम देकारपत्र निर्गमित केल्याच्या दिनांकापासून 30 दिवसांत पात्र लभार्थीयांनी म्हाडाकडे भरणा करावी व सदनिकेची उर्वरित विक्री किंमत विकासकाने ठभार्थी यांनी ठेखी पत्रान्वये काळविठेल्या वेळापत्रकानुसार मुदतीत भरणा करणे बंधनकारक राहील. विकासकाने दिलेल्या वेळापत्रकानुसार लभार्थी याने सद्भिकेच्या उर्वश्वि विकृति किमतीचा भरणा न केल्यास व विकासकाने तसा प्रस्ताव सादर केल्यानंतर प्राधिकरणाच्या ्रिमांक 01/04/201**्रो**जी च्या परिपत्रकानुसार सदिनका वितरण रद्द करणेबाबत कार्यवाही करण्यात येईल तसेच :कूण त्रविनिका विक्री किमतीच्या रक्कमेमधून १% एवढी रक्कम समपहरण करून उर्वरित रक्कम विनाव्याज परत ि करणात बेईले. अर्जुद्धाराने सदिनकेच्या प्रशासकीय रक्कमेपोटी निरंक रक्कमेचा भरणा केल्यास तथा उपरोक्त सम्मणहुरूण करावयाची रक्कम अनामत रक्कमेपेक्षा कमी असल्यास, अनामत रक्कमेचा परतावा करण्यात येणार माद्धि अपूरण अर्जात नमूद केलेल्या आपल्या बँक खात्यामध्ये NEFT/RTGS द्वारे नियमानुसार परिगणित होणारी,

क्कम विनाव्याज जमी करण्यात येईल यांची कृपया नोंद घ्यावी.



Signature yalid Signed By Ru

10. सदर प्रकल्पामध्ये सामाईक पार्किंग उपलब्ध असून या व्यतिरिक्त स्वमालकीचे कव्हर्ड पार्किंग (उपलब्धतेनुसार) हवे असल्यास विकासकाकडे संपर्क साधावा लागेल व त्याकरिता विकासकाद्वारे विक्री किमत व्यतिरिक्तअतिरिक्त किमत आकारल्यास/ मागणी केल्यास ती भरणे क्रमप्राप्त राहील व त्याकरिता म्हाडा जबाबदार राहणार नाही याची कृपया नोंद घ्यावी.

11. यशस्वी व पात्र ठरलेला अर्जदार विवाहित असल्यास सदिनकेचे वितरणपत्र व ताबापत्र अर्जदार व त्याची पती/पत्नी या दोघांच्या संयुक्त नावे देण्याची कार्यवाही ही महाराष्ट्र शासन पत्र क्र. न्यायाप्र-2015/प्र.क्र. 168/गृनिभू/गृनिवि दिनांक 24.09.2015 अन्वये करणे विकासकास क्रमप्राप्त आहे याची कृपया यशस्वी लाभार्थी याने नोंद घ्यावी.

12. सदर प्रकल्पाची विकसकामार्फत महारेरा कायद्याअंतर्गत झालेल्या नोंदणीनुसार ठाभार्थी यांनी टप्पेनिहाय रक्कमेचा भरणा करणे बंधनकारक राहील. महानगरपालिकेचे सर्व कर, पाणीपट्टी, मलःनिस्सारण आकार, वीज आकार इत्यादी लाभार्थी यांना / सहकारी गृहनिर्माण संस्थेस त्या त्या स्थानिकसंस्थाकडे परस्पर भरावे लागतील.

13. महाराष्ट्र गृहनिर्माण व क्षेत्रविकास मिळकत व्यवस्थापन विनियम 1981 मधील तरतुदीनुसार मंडळाच्या सदिनकेची 5 वर्षाच्या कालावधीपर्यंत विक्री करता येणार नाही. सदिनकेची अनधिकृत विक्री, हस्तांतरण झाल्याचे आढळून आल्यास आपल्याविरुद्ध कायदेशीर कारवाई केली जाईल.

14. सदिनका ताब्यात घेताना व सदिनका ताब्यात घेतल्यानंतर गाळयाची कसल्याही प्रकारची देखभाठ व दुरुस्तीची जबाबदारी मंडळावर राहणार नाही.

15.आरक्षण प्रवर्गाकरिता (जातपडताळणी प्रमाणपत्र ते उपलब्ध नसत्यास जातीचा दाखला)शासन परिपत्रक क्र. लोआप्र.1109/प्र. क्र.349/गृनिभू-1, मंत्रालय, मुंबई दि. 07/05/2010 अन्वये म्हाडा अंतर्गत अनुसूचित जाती - नवबोध्दांसह, अनुसूचित जमाती, भटक्या जमाती, विमुक्त जमाती या प्रवर्गातील अर्जदाराना वितरीत करण्यात येणारे गाळे/ सदिनकांचा ताबा देण्यापूर्वी संबंधित लाभार्थ्याने जात पडताळणी समितीकडून जात वैधता प्रमाणपत्र (Caste Validity Certificate) सादर करणे बंधनकारक असेल (ज्या अर्जदारांकडे समितीद्वारे निर्गमित प्रमाणपत्र उपलब्ध असेल अशा प्रमाणपत्रांची पडताळणी Online संगणकीय प्रणालीद्वारे केली जाईल) व अर्जदाराने सादर केलेल प्रमाणपत्र संबंधित समितीकडे प्रमाणपत्रांची वैधता तपासण्यासाठी पाठविण्यात येईल. संबंधित समितीचा अहवाल प्राप्त झाल्यापश्चात अर्जदाराला सदिनकेचा ताबा देण्याची कार्यवाही करण्यात येईल.

16. आपण सादर केलेल्या कागदपत्रामधील भविष्यात कोणतेही कागदपत्रे खोटी/ बनावट आढळून आल्यास वितरणाच्या कोणत्याही टप्प्यावर तसेच वितरणानंतरही कोणत्याही टप्प्यावर सदनिकेचे वितरण म्हाडा अधिनियम, 1976 अंतर्गत अंतर्गत रद्द करण्यात येईल.

17.सदिनकेच्या वितरणाबाबत शासनाचे व प्राधिकरणाचे वितरणासंबंधी सर्व कायद, नियम, अद्ध-शती तसेब वेळोवेळी होणाऱ्या सुधारणा/ बदल लागू राहतील.

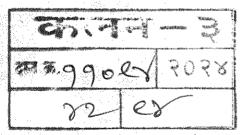
18. कोंकण मंडळाने/ म्हाडाने सदिनकांच्या वितरणासाठी किंवा यावाबतस्या कींणत्याही कामासाठी कोंणाळाही प्रतिनिधी/ सल्ला देणारा वा प्रॉपर्टी एजंट म्हणून नेमळेले नाही अर्जदाराने कींणत्याही अन्धिकृत व्यक्तीश्री परस्पर पैशाचा व्यवहार केल्यास त्याला कोंकण मंडळ/ म्हाडा जबाबदार राहणार नाही. तसेल अर्जदारां से कोंभी व्यक्ती परस्पर महाडाचे नावे पैसे उकळणे किंवा फसवणूक करणे इ. बाबी आढळत्यास म्हाडाच्या मुख्य दक्षताव सुरक्षा अधिकारी/ प्रा. आणि मिळकत व्यवस्थापक/ कोंकण मंडळ/ पणन यांचेशी संपर्क साधाना अध्यक्त

19. प्रधानमंत्री आवास योजनेअंतर्गत (PMAY) कर्ज संलग्न व्याज अनुदान (Credit Link Subsidy-CLSS)घेण्यासाठी सदर सदनिकेकरीता आपण निर्देशित बँकांकडून कर्ज घेऊ शकता. याबाबत अधिक माहिती HUDCO/ National Housing Bank यांचे कडून प्राप्त करावी.

20. अर्जदारास १% प्रशासकीय आकार स्तंभ क्र. 5 मध्ये दर्शविलेली रक्कम रु. 10138/- किंमतीचा भरणा करावा.

आपला विश्वासू,

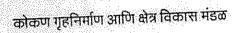
मिळकत व्यवस्थापक/पणन कोंकण गृहनिर्माण व क्षेत्रविकास मंडळ म्हाडा, मुंबई





Signature valid Signed By Rupe Santosh Ghag Reason:

KONKAN HOUSING AND AREA DEVELOPMENT





First installment Payment Receipt

Application Details

Application Number

2730001265

Lottery Name

KB23_2_02 - 15 PERCENT INTEGRATED TOWNSHIP PROJECT

Scheme Name

355 - Runwal Garden M/s. Runwal Residency Pvt. Ltd. epGheenelial Peppicar, Sagaon Tal. Kalyan, Dist. Thane-LIG

Category Name

LIG - LOWER INCOME GROUP

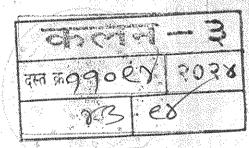
Income Group Name PAN

BHEPK6776R

Applicant Name

ROHIDAS BABAJI KAKADE

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This is computer generated receipt and Subject to realization of Online transaction



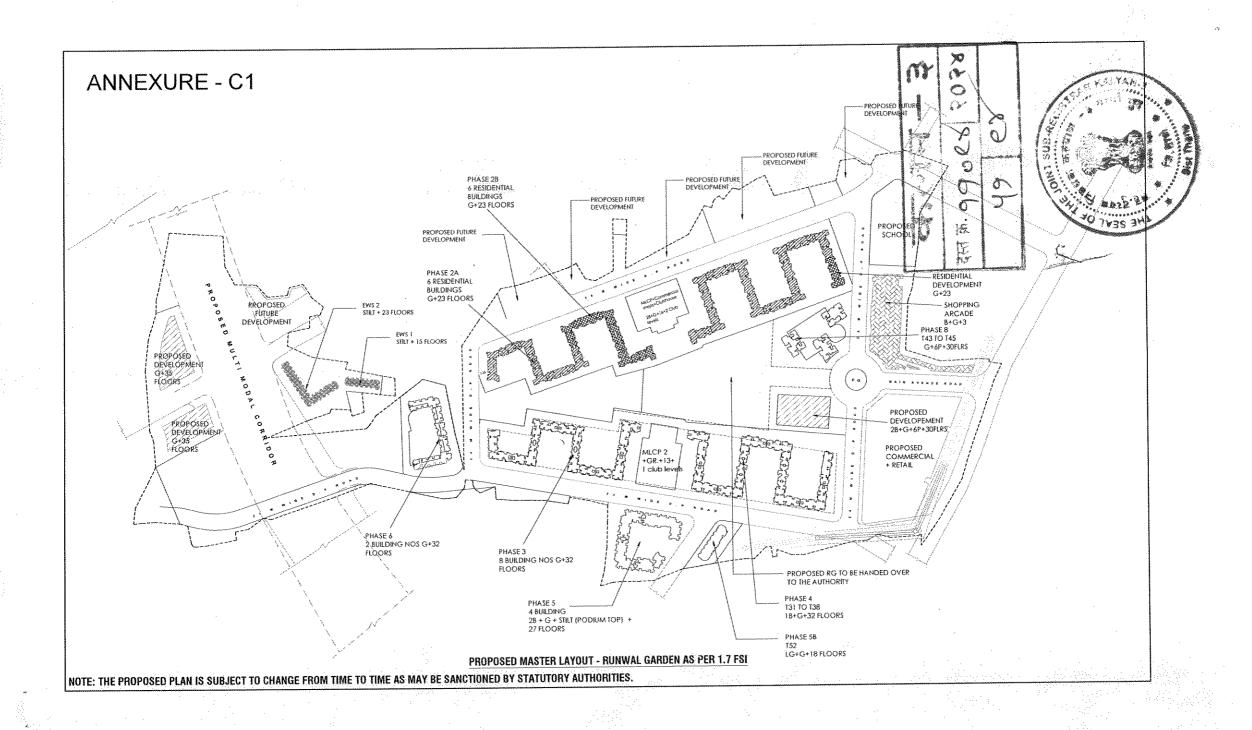
Maharashtra Housing and Area Development Authority KONKAN Board Housing Lottery 2023 KB23_2_02 - 15 PERCENT INTEGRATED TOWNSHIP PROJECT

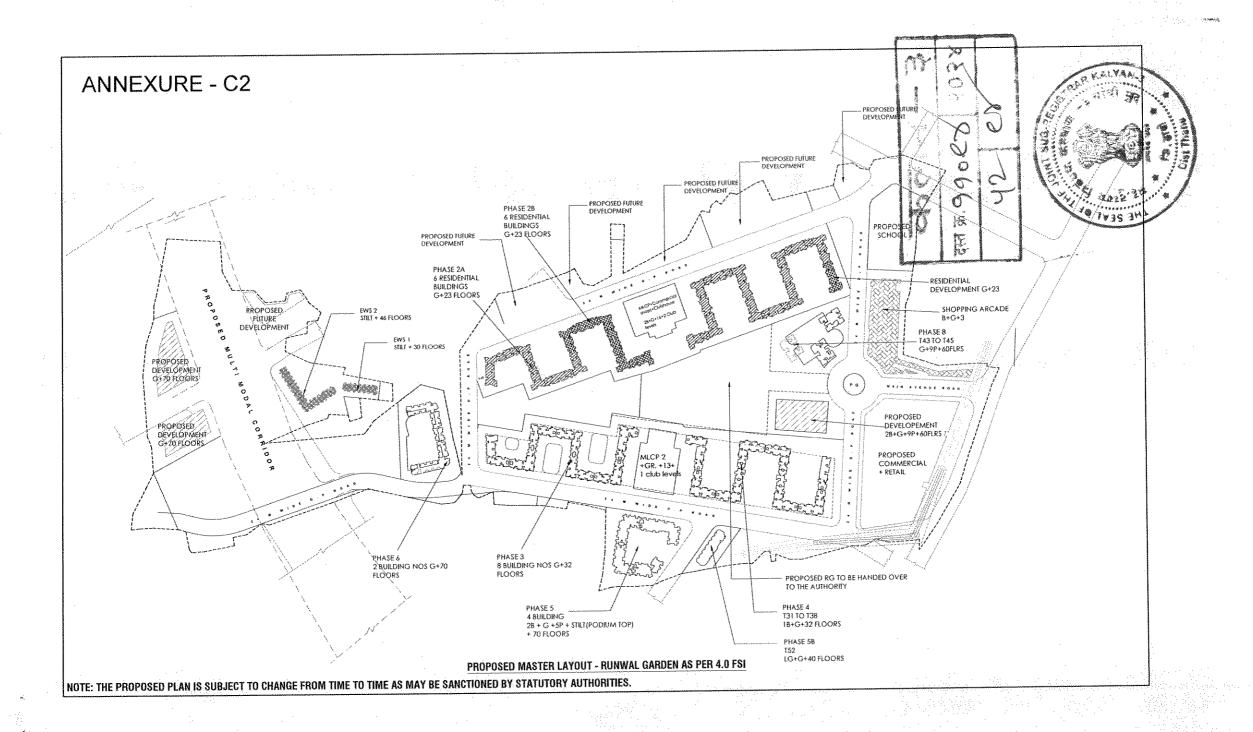
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355 - Runwal Garden M/s. Runwal Residency Pvt. Ltd. இ**R் Asimal**ra Ligangicar, Sagaon Tal. Kalyan, Dist. Thane-LiG

Winne	r List						
Priority No	Application Number	Applicant Name	Flat* Bd,Wg,Fl,Ft	Priority No	Application Number	Applicant Name	Flat* Bd,Wg,Fl,F
217	2730000943	VISHAL SHANTARAM GUDEKAR	2, -, 20, 2013	229	2730002961	SANDIP ASHOK KHAIRNAR	2, -, 21, 2107
218	2730003942	PRITIJ MANOHAR HALE	2, -, 20, 2017	230	2730000100	PRAKASH BUDHA BACHHAV	2, -, 21, 2112
219	2730001758	AJAY KAILASHNATH SHUKLA	2, -, 20, 2018	231	2730002814	ARCHANA MADAN KALE	2, -, 21, 2113
220	2730000403	SUSHANT NAGNATH MANE	2, -, 20, 2019	232	2730000938	SNEHAL LANDGE	2, -, 21, 2117
221	2730004142	ARJUN NIVRUTTI SHIMPI	2, -, 20, 2020	233	2730002932	PRAHLAD A ADVANI	2, -, 21, 2118
222	2730000845	AJIT DADA MANE	2, -, 20, 2021	234	2730002969	SAGAR LAXMAN SURVE	2, -, 21, 2119
223	2730002466	EKNATH DNYANDEV CHOUGALE	2, -, 21, 2101	235	2730001696	NARENDRA NAGESH DICHOLKAR	2, -, 21, 2120
224	2730002817	SANCHIT PRAVIN PATIL	2, -, 21, 2102	236	2730004256	JAYPRAKASH DINANATH GOND	2, -, 21, 2121
225	2730004780	SUHASINI SURYAKANT	2, -, 21, 2103	237	2730001265	ROHIDAS BABAJI	2, -, 22, 2201
226	2790003600	DILIP KASHINATH MORE	2 -, 21, 2104	238	2730004246	AKSHAY DATTATRAY DHURI	2, -, 22, 2202
227	2700001539	DATTATRAY MAHADEV WAGHINLE	2, 21, 2105	239	2730002907	KIRAN BHAGATSING PATIL	2, -, 22, 2203
228	ेठ 2730002258	SAYALI VINOD GAIKWAD	2, 21, 2106	240	2730002847	PRAVIN PANDURANG CHAVAN	2, -, 22, 2204

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PPLICATION NO 2730003691	APPLIÇATION NO 2730002794	APPLICATION NO 2730004129		
UDGE SUNIL PANDURANG VANARSE	JUDGE SACHIN SHANTARAM SATHE	JUDGE PAVAN MOTIRAM KELODE		







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: P51700053843

Project: Primrose MHADA 2 , Plot Bearing / CTS / Survey / Final Plot No.: Survey No. 50 (pt) at Usarghar, Kalyan, Thane, 421204;

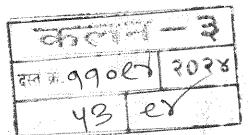
- 1. Runwal Residency Private Limited having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400022.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the 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 (I) 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 01/12/2023 and ending with 31/03/2025 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
- 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: 01/12/2023 Place: Mumbai



Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:01-12-2023 16:51:52

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

जिल्हाधिकारी व जिल्हादंडाधिकारी यांचे कार्यालय, ठाणे

(महसूल शाखा)

पत्रव्यवहाराचा पत्ता :- महसूल शाखा, जिल्हाधिकारी कार्यालय ठाणे, पहिला माळा, कोर्टनाका, ठाणे (प.) दूरध्वनी क्र. ०२२-२५३४३६३६ फॅक्स क्र.- ०२२-२५३४९२००

क्र.महसूल/कक्ष-१/टे-७/ए.न.व.प्र./इरादापत्र/F१६४५१७७९५४५४७/२२

दि.०३/०५/२०२२

प्रति, रुणवाल रेसिडेन्सी प्रा.लि. तर्फे श्री. सुबोध सु. रुणवाल पत्ता - रुणवाल ॲण्ड आमेकार इस्वेअर, ५वा मजला, सायन चुनाभट्टी सिग्नल समोर, सायन (पु.) मुंबई-२२

> विषय:-मौजे घारीवली, ता.कल्याण, जि.ठाणे येथील स.नं.३७/२१, एकूण क्षेत्र ४६००.०० पैकी ८००.०० चौ.मी. ही जमीन एकात्मिकृत नगर वसाहत प्रकल्पामध्ये समाविष्ट करुन इरादापत्र (Letter of Intent) मिळणेबाबत.

संदर्भ:- १) आपला अर्ज दि.१६/०२/२०२२

२) शासन नगर विकास विभाग यांचेकडील सुचना क्र. टिपीएस-१८१६/प्र.क्र.३६८(भाग-१)/१५/३७ (१कक) (ग)/ वियो/नवि-१३, दि.८/०३/२०१९

३) शासन, नगर विकास विभागाकडील अधिसूचना क्रमांक/ टीपीएस/१२१८/४४९९/प्र.क्र.५४/१९/नवि-१२, दि.१२/०७/२०१९ ४) या कार्यालयाकडील क्र.महसूल/कक्ष-१/टे-७/ए.न.व.प्र./-

इरादापत्र/ F१५६३३४६४७५८०६/१९ दि.०९/०८/२०१९

५) शासन, नगर विकास विभागाकडील अधिसूचन दि.२३/१२/२०२१

६) शासन, नगर विकास विभागाकडील अधिसूचना दि.२१/०१/२०२२

शासन नगर विकास विभाग यांचेकडील सूचना क्र. टिपीएस-१८१६/प्र.क्र.३६८(भाग-१)/१५/३७ (१कक) (ग)/वियो/नवि-१३, दि.८/०३/२०१९ नुसार विशेष नियोजन प्राधिकरण तसेच क्षेत्र विकास प्राधिकरण यांचे नियमावलीत एकात्मिक नगर वसाहत प्रकल्पासाठीचे सुधारीत विनियम समाविष्ट करण्यासाठी महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६चे कलम ३७ (१ क क) अन्वये मान्यवा दिलेली आहे.

त्याअनुषंगाने शासन, नगर विकास विभागाकडील अधिस्विना क्रमांक/डोपीएश/११८८४९९/
प्र.क्र.५४/१९/निव-१२, दि.१२/०७/२०१९ अन्वये मौजे घारीवली, उसरघर महस्मिगांवी ती.कल्यापा. जि.ठाणे येथील एकूण क्षेत्र ५३-३७-५० हे.आर. या जिमनीबाबत प्रदान करण्यात आलेल्या लोकेशन क्रिनेअरन्स (Location Clearance) चे अनुषंगाने एकात्मिकृत नगर वसाहत प्रकल्पास या कार्यालयाकडील क्र.महस्ल/कक्ष-१/टे-७/ए.न.व.प्र./इरादापत्र/F१५६३३४६४७५८०६/१९ दि.०९/०८/२०४६ अन्वस इग्रदापत्र (Letter of Intent) देण्यात आलेले आहे. 8 Letter of Intent

या कार्यालयाकडील उक्त नमृद Letter of Intent मध्ये मे.आऊट एन इन्फोटेक इंडीया एलएलपी यांचे नावे असलेल्या जिमनीबाबत त्यांनी शासनाकडे केलेल्या विनंतीनुसार शासनाने अधिसूचना क्रमांक टीपीएस-१२१८/४४९९/प्र.क्र.५४/१९/निव, दि.२३ डिसेंबर २०२१ अन्वये मे.आऊट एन इन्फोटेक इंडीया एलएलपी यांचे मालकीचे मौजे सागांव, उसरघर व घारीवली, ता.कल्याण, जि.ठाणे येथील क्षेत्र ५३-३७-५० हे.आर. पैकी ६-९३.२२ हे.आर एकात्मिक नगर वसाहत प्रकल्पातुन वगळलेले असल्याने, उक्त एकात्मिककृत नगर वसाहत प्रकल्पाचे क्षेत्र ४६-४४.२८ हे.आर इतके होत आहे.

त्यानुसार अर्जदार यांनी शासन, नगर विकास विभागाकडील दि.२१/०१/२०२२ रोजीचे लोकेशनल विलयरन्स नुसार मौजे घारीवली, ता.कल्याण, जि.ठाणे येथील स.नं.३७/२१, क्षेत्र ४६००.०० पैकी ८००.०० चौ.मी. ही जमीन एकात्मिकृत नगर वसाहत प्रकल्पामध्ये समाविष्ट करुन सदर जिमनीचे इरादापत्र (Letter of Intent) मिळणेकामी दि.१६/०२/२०२२ रोजी या कार्यालयाकडे विनंती अर्ज केला आहे.

शासनाने यापूर्वी अधिसूचना क्रमांक/टीपीएस/१२१८/४४९९/प्र.क्र.५४/९९/निव-१२, दि.१२/०७/२०१९ अन्वये एकात्मिकृत नगर वसाहत प्रकल्प घोषीत करुन प्रदान केलेल्या लोकेशनल क्लियरंस अंतर्गतच्या जिमनीमध्ये मौजे घारीवली येथील स.नं.३७/२१ या जिमनीचे एकूण क्षेत्र ४६००.०० पैकी ३८००.०० चौ.मी. नमूद आहे. सदर क्षेत्रामध्ये शासन अधिसूचना दि.२१/०१/२०२२ नुसार मौजे घारीवली येथील स.नं.३७/२१, एकूण क्षेत्र ४६००.०० पैकी ८००.०० चौ.मी. क्षेत्र उक्त एकात्मिकृत नगर वसाहत प्रकल्पामध्ये समाविष्ट करुन सदर स.नं.३७/२१ चे, क्षेत्र सुधारीत करणे आवश्यक असल्याचे निर्देश दिलेले आहेत.

शासनाने उक्त अधिनियमाच्या कलम ४४(२) मधील तरतूदीनुसार व शासनाने यापूर्वी अधिसूचना क्रमांक/ टीपीएस/१२१८/४४९९/प्र.क्र.५४/१९/निव-१२, दि.१२/०७/२०१९ अन्वये एकात्मिकृत नगर वसाहत प्रकल्प म्हणून घोषित करुन प्रदान केलेल्या लोकशन क्लियरंस मधील मौजे घारीवली, ता.कल्याण येथील स्वत् अध्यस्य उविधित क्षेत्र ८००.०० चौ.मी. समाविष्ट करुन एकात्मिकृत नगर वसाहत प्रकल्पाचे सुधारीत क्षेत्र अटीसापेक्ष सुधारीत करण्याचे अधिसूचनेमध्ये नमूद आहे.

तरी प्रकरणी शासन नगर विकास विभाग यांचेकडील सुचना क्र. टिपीएस-१८१६/प्र.क्र.३६८(भाग-१)/१५/३७ (१कक्) १७)/वियो/निव-१३, दि.८/०३/२०१९ अन्वये शासन, नगर विकास विभागाकडील अधिसुचना क्रमांक/टीपीएस/१२१८/४४९९/ प्र.क्र.५४/१९/निव-१२, दि.१२/०७/२०१९ नुसार या कायालयाने दिलेल दि.१७८/१००६ रोजीचे इरादापत्र (Letter of Intent) मधील अटी व शर्तीस अधिन राहून शासन अधिसुचना दि २१/०१/२०१६ नुसार अर्जदार यांचे तालुक्यातील एकात्मिकृत नगर वसाहत प्रकल्पामध्ये ठाणे क्रिक्शातील क्रिक्शाण तालुक्यातील मोजे घारीवली येथील स.नं.३७/२१, एकूण क्षेत्र ४६००.०० पैकी ८००.०० पाँ.मी. क्षेत्र समाविष्ट करून इरादापत्र (Letter of Intent) देण्यात येत आहे.

स्थळ ग्रीतवर माँ जिल्ह्याधिकारी यांची स्वाक्षरी असे

TO THE TOTAL PARTY OF THE PARTY

(सर्जेंद्र चव्हाण) तहसीलदार (महसूल) जिल्हाधिकारी कार्यालय ठाणे **ANNEXURE - I**



अहवाल दिनांक : 22/03/2023

गाव नमुना सात (अधिकार अभिलेख पत्रक) (महाराष्ट्र जमीन महसून अधिकार अभिलेख आणि नोदेवहया (तथार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३,५,६ आणि ७।

Ē

गाव :- उसरघर (552994) ULPIN: 15851387252

तालुका :- कल्याण भूमापंन क्रमांक व उपविभाग : 50

जिल्हा :- ठाणे

	भ-धारणा पध्दती : #	गेगबदाद	ार वर्ग -1					15851387252
	क्षेत्र, एकक व			·. ————————————————————————————————————	The state of the s	शताच	स्थानिक	्नाव:
	<u>आकारणी</u>	ख़ाते क्र.	- 1. Landid a find	क्षेत्र	आकार	पो.ख.	फे.फा,	कुळ, खंड व इतर अधिकार
A THE STATE OF THE	क्षेत्राचे एकक आर.चौ.मी अकृषिक क्षेत्र बिल शेली 221,60,00 आकारणा 20.50	346	्रिमे मेट्रोमॅालीटन इन्यानहाइन्सीय मालितर्के डायमेन्टर दिनेश धरमदास मुदेल रुणवाल रेसिडेन्सी प्रा.लि.	119,00,00 221,60,00	20.50	1		कुळाचे नाव व खंड इतर अधिकार इतर प्रस्तावित विरार-अनिवाग बहुद्देशीय मार्गिका विकसित करणेकामी भूसंपादनात समाविष्ट (1485) प्रतंबित फ्रेन्फ्राय: नाही.
K	1240)(1340)		454)(459)(493)(869)(898)(904)(1144)(1	145)(114	9)(1159)(1212)	सीमा आणि मुमाधन चिन्हे

टीप :- या ७/१२ वरील गांव नमुना - १२ मधील पिकांचे एकूण क्षेत्र हे सकृतदर्शनी गांव नमुना - ७ च्या एकूण क्षेत्राच्या मेळाल नाही. याबाबत संबंधितांनी पिकांच्या क्षेत्राची दुरुस्ती करून ध्यावी.

गाव नमुना बारा (पिकाची नोंदवही) | महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नांदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम,१९७१ यातील नियम २९ | गाव :- उसरघर (552994) ताल्का :- कल्याण

तालुका :- कल्याण

जिल्हा :- ठाणे

भुमापन क्रमांक व उपविभाग : 50

	1	Į.			मखालील क्षेत्राचा त	नपशील		उपलब्ध	वडीसाठी य नसलेली फ्री न	शेरा
वर्ष (१)	हिंगाम ।	खाता क्रमांक	प्रकार	पिकाचे नाव	जल सिचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	
	(5)	(3)	(৪)	(4)	(ξ)	(២)	(८)	(९)	(80)	(88)
2019-20	संपूर्ण वर्ष				हे.आर. चौ.मी	हे.आर. चौ.मी			हे.आर. चौ.मी	-7.,,
								अकृषिक वापर	221.6000	

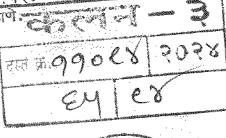
टीप : * सदरची नोंद्र मोबाइल ॲप द्वारें घेणेत आलेली आहे

"या प्रमाणित प्रतीसाठी की म्हणून १९/- रुपये मिळाले."

दिनांक :- 11/07/2023 सकितिक क्रमांक :- 27210012421330005472023168

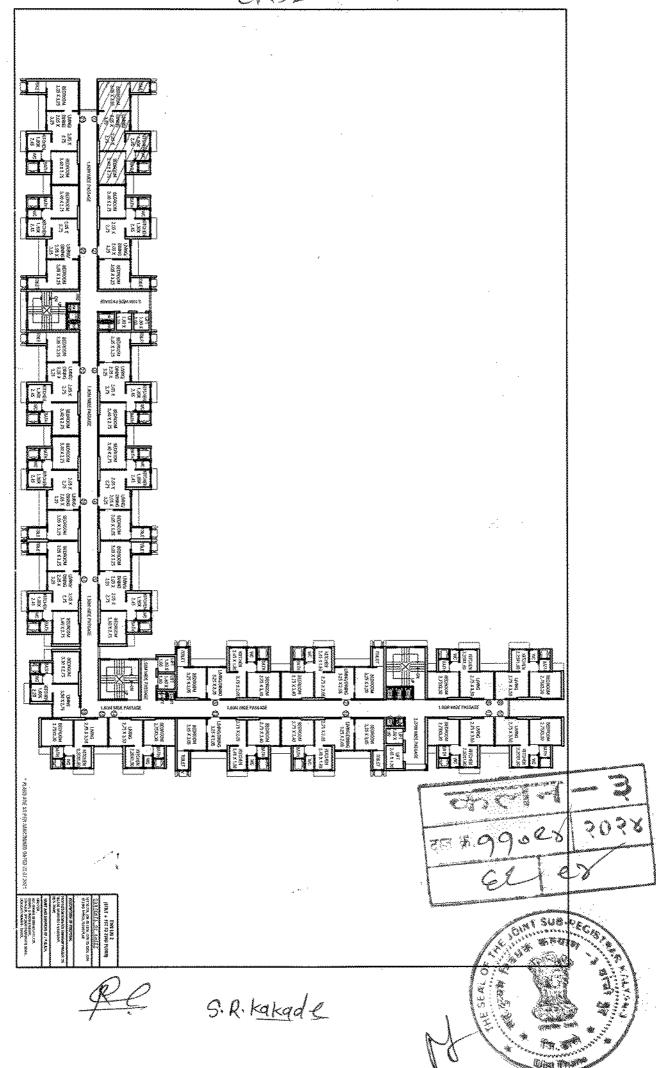
(गर्वि :- हनुर्मत गर्जेंद्र जाधव) तलाठी साझा :- भोपरता :- कल

तरमंग संगा ना कल्पाण, जि.की





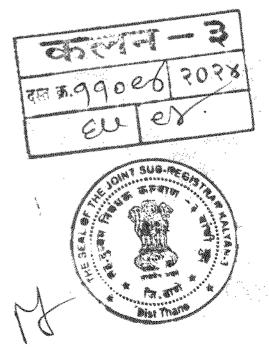
https://mahaferfar.enlightcloud.com/DDM/PgHtml712



Flat No	EWS2-2201							
Annexure "K"								
Particulrs	Milestone %	Flat Cost						
BOOKING TOKEN	1.0%	22097						
WITHIN 7 DAYS POST BOOKING	4.0%	88388						
WITHIN 15 DAYS POST BOOKING	5.0%	110485						
ON INTIATION OF TOP FLOOR	70.0%	1546790						
COMPLETION OF FINISHINGS	10.0%	220970						
ON POSSESSION / RECEIPT OF OC /COMPLETION CERTIFICATE	10.0%	220970						
Total	100%	2209700						

Re

S.R. Kakade





CHALLAN MTR Form Number-6



GRN MH005714192202425E	BARCODE			III Dat	e 24/07/2024-19:30:51	Form ID 25.2
Department Inspector General O	f Registration	, , , , , , , , , , , , , , , , , , , ,			Payer Details	
Stamp Duty			TAX ID / TA	N (If Any)		
Type of Payment Registration Fee	<u> </u>		PAN No.(If A	pplicable)	BHEPK8776R	
Office Name KLN3_KALYAN NO 3 JOINT SUB REGISTRA					ROHIDAS BABAJI KAKA	VDE
Location THANE	***************************************					
Year 2024-2025 One Tin	18		Flat/Block N	io.	PRIMEROSE MHADA-	2 (EWS-2), BLDG NO 2
Account Head Det	tails	Amount In Rs.	Premises/B	uilding	RUNWAL GARDEN, FLA	AT NO 2201
0030046401 Stamp Duty		158900.00	Road/Street		22ND FLOOR, USA DOMBIVLI EAST	RGHAR, GAHARIVALI
0030063301 Registration Fee		30000.00	Area/Locali	ty	43.74 SQ MTR	
			Town/City/E	District		
			PIN		· · · · · · · · 4	2 1 2 0 4
			Remarks (If	Any)		
			PAN2=AAF(CR1016H~	SecondPartyName=RUN\	WAL RESIDENCY PVT
			LTD~GA=22	09700		
						•
₹188900.00	***************************************					
			Amount In	One Lai	h Eighty Eight Thousand I	Nine Hundred Rupees
Name of the Control o		1,88,900.00	Words	Only		
Payment Details UNIC	ON BANK OF INDIA			F	OR USE IN RECEIVING E	BANK
Cheque	-DD Details		Bank CIN	Ref. No.	029017920240724063	38 525733414
Cheque/DD No.		····	Bank Date	RBI Date	24/07/2024-19:32:44	Not Verified with RBI
Name of Bank			Bank-Brancl	1	UNION BANK OF INDI	A
Name of Branch			Scroll No. , f	Date 🥷	Not Verilian with Scrol	
Department ID : NOTE:- This challan is valid for di सदर चतन केवल दुख्यम निसंधक नाही -	ocument to be regis कार्यालयात नोदणी	tered in Sub Regi करावयाच्या दस्ता	strar office o साठी लागु अ	nly Not y	alid for unregistered floo in a desired was	8369302515 sument (d. en en en en en en
					eo W	

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld 🌂	ုံ ှိစ္စ Defacement Amoun	nt
1	(iS)-72-11094	0003116707202425	24/07/2024 20:38:39	IG#126	30000	0.00
2	(iS)-72-11094	0003116707202425	24/07/2024-20:38:99	JIGR126⊖	158900	0.00
			Total Defacement Amount	4 <i>(</i> 2009)	1,88,900	0.00
L		······································		A. Sec. 34	**************************************	•

Osi Than Print Date 24-07-2024 09:35:33