



RUNAL™

— SINCE 1993 —

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PROVISIONAL ALLOTMENT LETTER

Date: _____

To,

Mr. _____,

Email Id _____,

Contact No. _____,

Subject: Provisional Allotment letter in respect of Flat bearing No. _____.

Dear Sir / Madam,

1. In response to your application dated _____, we are pleased to issue Provisional allotment letter in respect of a Flat bearing No. _____, admeasuring _____ Sq. Mtrs Carpet area, enclosed balcony admeasuring _____ Sq. Mtrs situated on the _____ floor of the building/wing to be known as **"RUNAL GATEWAY _____ WING"**, together with the exclusive right to use, occupy and enjoy the terrace, admeasuring _____ Sq. Mtrs, adjoining / appurtenant / abutting the said flat, being developed under the scheme of construction known as **"RUNAL GATEWAY PHASE-III"** project, undertaken on the portion admeasuring 4554 sq. mtrs out of the entire layout in respect of contiguous lands bearing Survey No. 105/1 admeasuring 1 Hectare 93 Ares and Survey No. 85/2+3+4/2 (online 7/12 extract bearing Survey No. 85/2/3/4/2), admeasuring 1 Hectare 09 Ares, situated at Kiwale village, Tal. Haveli, Dist. Pune, within the Municipal Corporation of Pimpri Chinchwad for a total lump sum consideration of Rs. _____/- (Rupees _____ only).



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2. The above consideration does not include expenses and charges such as stamp duty, registration charges, maintenance charges, outgoing charges, VAT, Service Tax, GST and any other tax etc., which shall be paid over and above the aforesaid total consideration by you.
3. You have booked the said Flat, upon satisfaction and inspection of all the relevant documents in respect of the said project including title certificate, sanctioned plans and specification in respect of the said project along with pending approvals in respect of the said project.
4. Allotment of the said Flat shall be confirmed only upon entering into Agreement for sale in respect of the same.
5. You at your discretion shall be entitled to avail housing loan from any bank or financial institutions to purchase the said Flat. Do hand over the copy of home loan sanction letter to us.

Please confirm the above by signing a copy and return to our mailing address.

Thanking You.

Yours faithfully



M/s Runal Developers

1st VERSION: RUNAL GATEWAY PHASE III DRAFT AGREEMENT

- 20th of January, 2020

A G R E E M E N T

THIS AGREEMENT made and executed at Pune, on this ____day of _____, 2020.

BY AND BETWEEN,

M/s RUNAL DEVELOPERS, a proprietary firm concern, through its proprietor Mr. RAJENDRA SURESH JAIN, aged about 53 years, occupation: business, having his registered office at Shop No.3, Indraprastha Apartments, Pimpri Chinchwad Link Road, Chinchwad, Pune-411 033, (PAN:AASPJ2581R), hereinafter referred to and called as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns etc.),

..... OF THE PARTY OF ONE PART;

AND

(1) _____,

Aged about _____ years, occupation: _____, (PAN: _____ and _____)

(2) _____,

Aged about _____ years, occupation: _____, (PAN: _____)

Both presently resident of _____, hereinafter referred to and called as “**THE ALLOTTEE(S)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and assigns etc.)

.... OF THE PARTY OF OTHER PART;

WHEREAS:

I. The land bearing Survey No.105, admeasuring 4 Acres 34 Gunthas, situated at Kiwale village, was owned and possessed by (1) Mr. Nilkanth Waman Bhide, (2) Mr. Siddheshwar Waman Bhide and (3) Mr. Raghunath Waman Bhide, each of them having one third share as per the registered Partition Deed dated 27/09/1946, as per Mutation Entry No.588;

Thereafter, by Sale Deed dated 27/05/1948, registered with the Sub Registrar, Haveli No.3 at Serial No.1009/1948, the said Mr. Raghunath Waman Bhide sold his 1/3rd share from land bearing Survey No.105, situated at Kiwale Village to Mr. Bhalchandra Nilkanth Bhide for a consideration of Rs.335/- and accordingly his name was recorded in the 7/12 extract of the said land as owner of the said land, vide mutation entry bearing No.629;

The name of one Mr. Dattu Mahadu Taras was recorded in the other rights column of the 7/12 extract of said land as a tenant vide Mutation entry bearing No.732;

The name of another person, Mr. Nilkanth Vinayak Pendse, was also recorded in the other rights column of the 7/12 extract of the said land as a tenant vide Mutation Entry bearing No.784;

Subsequently, the names of both the above tenants, viz. Mr. Dattu Mahadu Taras and Mr. Nilkanth Vinayak Pendse, were deleted from the 7/12 extract of the above land, as they were not in possession of the said land for the last two years from 27/02/1957 vide Mutation Entry bearing No.944;

Thereafter, though the name of one Mr. Vishnu Bala Taras was recorded in the other rights column of the 7/12 extract of the above land as a tenant under

Mutation Entry bearing No.990, subsequently the Agriculture Land Tribunal, vide its order dated 23/02/1964 passed under Section 32(P) of the Bombay Tenancy Act, 1948 held that the tenant was not interested in purchasing the said land and hence possession of the said land was given to the owner and the name of the tenant was deleted from the other rights column of 7/12 Extract of the said land vide Mutation Entry bearing No.1228;

Thereafter, Mr. Siddheshwar Waman Bhide, who was holding 1/3rd share in the said land died in the year 1953 leaving behind him his son viz. Mr. Shashikant Siddheshwar Bhide as his legal heir and accordingly his name was recorded as owner of the said land vide Mutation Entry bearing No.1168;

Thereafter, by a Sale Deed dated 15/05/1964 registered with the Sub Registrar of Assurances, Haveli No.2 at Serial No.1059/1964, the said Mr. Shashikant Siddheshwar Bhide son of late Mr. Siddheshwar Waman Bhide sold his 1/3rd share from land bearing Survey No.105, situated at Kiwale Village to one Mr. Bhalchandra Nilkanth Bhide, who was holding 1/3rd share in the said land, for a consideration of Rs.250/- and accordingly his name was recorded in the 7/12 extract of the said land as owner of the said land vide Mutation Entry bearing No.1227;

Thus Mr. Bhalchandra Nilkanth Bhide became absolute owner of the 2/3rd share of land bearing Survey No.105, situated at Kiwale village as his self-acquired property;

Thereafter, upon introduction of The Weights and Measurement Act, 1958 and The Indian Coinage Act, 1955, area of the land measured in Acres and Gunthas was changed to Hectares and Ares and the same is given effect in revenue records of the said land vide Mutation Entry bearing No.1496;

Thereafter, Mr. Nilkanth Waman Bhide, who was holding 1/3rd share in the said land, died on 09/05/1947, leaving behind him his sons (1) Mr. Bhalchandra Nilkanth Bhide, (2) Mr. Trivikram Nilkanth Bhide and (3) Mr. Vishnu Nilkanth Bhide, as his legal heirs and accordingly, the name of Mr. Bhalchandra Nilkanth Bhide, was recorded in the 7/12 extract of the said land, by the Talathi, Kiwale village as the “Karta of the family” to the extent of 1/3rd share in the said land, vide Mutation Entry bearing No.1858 dated 16/04/1977;

Thereafter, by a Sale Deed dated 09/11/1977, registered with the Sub Registrar of Assurances, Haveli No.1, at Serial No.1796/1977, the said Mr. Bhalchandra Nilkanth Bhide for himself and as Karta of the family sold land bearing Survey No.105, admeasuring 1 Hectare 96 Ares, situated at Kiwale village along with other land bearing Survey No.85/2+3+4/2, situated at Kiwale village to (1) Mr. Bhiku Balaji Bhondve, (2) Mr. Tukaram Balaji Bhondve and (3) Mr. Baban Balaji Bhondve, for a consideration of Rs.45,000/-, and accordingly the names of the said (1) Mr. Bhiku Balaji Bhondve, (2) Mr. Tukaram Balaji Bhondve and (3) Mr. Baban Balaji Bhondve were recorded on the 7/12 extract of the lands by the Talathi, Kiwale village as owners of the said lands vide Mutation Entry bearing No.1916 dated 28/11/1977;

However, though in the said mutation entry No. 1916 recorded that Mr. Bhiku Balaji Bhondve and others had purchased 2/3rd share in the said land bearing Survey No.105, Kiwale Village, as per the order dated 30/01/2013 of the Tahsildar, Haveli, the said mutation entry bearing No.1916 was subsequently corrected to the effect that Mr. Bhalchandra Nilkanth Bhide sold the entire area of the said land bearing Survey No.105, admeasuring 1 Hectare 96 Ares, to Mr. Bhiku Balaji Bhondve and others, vide Mutation Entry bearing No.12035;

The said Mr. Bhiku Balaji Bhondve and others had availed loan from The Maharashtra State Co-operative Land Development Bank against the security of the said land and consequently the name of the said bank was recorded in the

other rights column of the 7/12 extract of the said land, vide Mutation Entry bearing No. 2102;

However, upon repayment of the loan by Mr. Bhiku Balaji Bhondve and others to The Maharashtra State Co-operative Land Development Bank, the name of the said bank was deleted from the record of rights of the said land, vide Mutation Entry bearing No. 3360;

Thereafter, land admeasuring 3 Ares from Survey No.105 was acquired for lift irrigation project and the balance land remained with Mr. Bhiku Balaji Bhondve and others was renumbered as Survey No.105/1, situated at Kiwale Village, vide Mutation Entry bearing No. 2535;

The said Mr. Bhiku Balaji Bhondve and others had obtained loan from The Maharashtra State Co-operative Agriculture and Rural Development Bank against the security of the said land and the name of the said bank was recorded in the other rights column of the 7/12 extract of the said land, vide Mutation Entry bearing No.4882;

However, upon repayment of the loan by Mr. Bhiku Balaji Bhondve and other to The Maharashtra State Co-operative Agriculture and Rural Development Bank, the name of the said bank was deleted from the record of rights of the said land, vide Mutation Entry No.7209;

Thereafter, on the basis of an application made by (1) Mr. Bhiku Balaji Bhondve, (2) Mr. Tukaram Balaji Bhondve and (3) Mr. Baban Balaji Bhondve, to the Tahsildar, under Section 85 of the Maharashtra Land Revenue Code, 1966, for partition of the lands bearing (i) Survey No.85/2+3+4/2, (ii) Survey No.105/1 and (iii) Survey No.83/2A/1/3, situated at Kiwale village, between themselves, the Tahsildar Haveli, vide its order bearing No. THN/VATAP/ SR / 101/96 dated 16/01/1997, partitioned the said lands and accordingly the land

bearing (i) Survey No.85/2+3+4/2 was allotted to Mr. Bhiku Balaji Bhondve, (ii) Survey No.105/1 was allotted to Mr. Tukaram Balaji Bhondve and (iii) Survey No.83/2A/1/3 was allotted to Mr. Baban Balaji Bhondve, as recorded vide Mutation Entry bearing No.5920;

Thus Mr. Tukaram Balaji Bhondve became owner of the land bearing Survey No.105/1, situated at Kiwale village;

Thereafter, the said Mr. Tukaram Balaji Bhondve died on 25/04/1997 leaving behind him sons (a) Mr. Pandurang Tukaram Bhondve, (b) Mr. Ganesh Tukaram Bhondve, (c) Mr. Shivaji Tukaram Bhondve, daughter (d) Mrs. Sindhu Balasaheb Datir and wife (e) Smt. Vimlabai Tukaram Bhondve, as his legal heirs, and accordingly their names were recorded in the 7/12 Extract of the said land, vide Mutation Entry bearing No.7236;

Thereafter, the said Mr. Ganesh Tukaram Bhondve and others had availed of a loan from the Bank of Baroda, Pune against the security of the said land for construction of poly house and as such the name of said bank was recorded in the other rights column in 7/12 Extract of the said land, vide Mutation Entry bearing No. 8952;

However, upon repayment of the loan by the said Mr. Ganesh Tukaram Bhondve and others to Bank of Baroda, Pune, the name of said bank was deleted from the record of rights of the said land, vide Mutation Entry bearing No.11969;

Smt. Vimlabai Tukaram Bhondve and others had filed a Statement under Section 6 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing ULC Case No. 1429-BH, and the said case was decided by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune on

22/06/2001, who declared that provisions of the said Act are not applicable to the said land;

Thereafter, by a Release Deed dated 17/12/2009, registered with the Sub Registrar of Assurances, Haveli No. 14, at Serial No.6523/2009, Mrs. Sindhu Balasaheb Datir and Smt. Vimlabai Tukaram Bhondve, released their rights, title and interest in respect of Survey No.105/1, Kiwale in favour of (i) Mr. Pandurang Tukaram Bhondve, (ii) Mr. Ganesh Tukaram Bhondve and (iii) Mr. Shivaji Tukaram Bhondve, and accordingly the names of Mrs. Sindhu Balasaheb Datir and Smt. Vimlabai Tukaram Bhondve were deleted from the record of rights of the said land, vide Mutation Entry bearing No.10609;

By a No dues Certificate dated 23/10/2010 issued by the Bank of Baroda, the bank confirmed that Mr. Ganesh Tukaram Bhondve and others had repaid the loan dues of the bank in full;

By a No dues Certificate dated 8/04/2011 issued by the Kiwale Ravet Vividh Karyakari Seva Sahkari Society Ltd., Kiwale, they confirmed that Mr. Ganesh Tukaram Bhondve and others had repaid the loan dues of the said Society in full;

Thus Mr. Pandurang Tukaram Bhondve, Mr. Ganesh Tukaram Bhondve and Mr. Shivaji Tukaram Bhondve became owners of the land bearing Survey No.105/1, situated at Kiwale village;

II.

a) One Mr. Bapu Govinda Taras was seized and possessed of the land bearing Survey No.85/2, Kiwale Village.

By a Sale Deed dated 12/07/1932, the said Mr. Bapu Govinda Taras sold the said land bearing Survey No.85/2, Kiwale Village, along with other lands, to

one Mr. Sadashiv Mahadev Salunke, for a consideration of Rs.325/- and accordingly the name of Mr. Sadashiv Mahadev Salunke was recorded in the 7/12 Extract of the said land bearing Survey No.85/2, Kiwale Village, vide Mutation Entry bearing No.343;

Thereafter, by a Sale Deed dated 20/03/1944, the said Mr. Sadashiv Mahadev Salunke sold the said land bearing Survey No.85/2 along with other lands, situated at Kiwale village to Mr. Maruti Rama Salunke (Mali), for a consideration of Rs.300/-, and accordingly name of Mr. Maruti Rama Salunke (Mali) was recorded in the 7/12 Extract of the said land vide Mutation Entry bearing No.559;

Thereafter, the said Mr. Maruti Rama Salunke died in the year 1945, leaving behind him, his sons viz. (i) Mr. Shankar Maruti Salunke, (ii) Mr. Genu Maruti Salunke and (iii) Mr. Ananda Maruti Salunke, as his legal heirs, and accordingly their names were recorded in the 7/12 Extract of the said land, vide Mutation Entry bearing No.594,

Thereafter, by a Sale Deed dated 29/03/1957, the said (i) Mr. Shankar Maruti Salunke, (ii) Mr. Genu Maruti Salunke and (iii) Mr. Ananda Maruti Salunke sold the said land bearing Survey No.85/2, along with other land, situated at Kiwale village to one Mr. Mahadu Vithu Salunke, for a consideration of Rs.1000/-, and accordingly his name was recorded in the 7/12 Extract of the said land vide Mutation Entry bearing No.1010;

b) The land bearing Survey No.85/3, admeasuring 1 Acre 30 Gunthas, situated at Kiwale village, was owned and possessed by one Mr. Mahadu Vithu Mali since 1955 onwards, as per the 7/12 extract of the said land;

c) The land bearing Survey No.85/4, admeasuring 1 Acre 34 Gunthas, situated at Kiwale village was owned and possessed by (i) Smt. Parvatibai Hari

Salunke, (ii) Mrs. Taibai Laxman Darshane and (iii) Mrs. Bhagubai Rambhau Borate, as per the 7/12 Extract of the said land;

By Sale Deed dated 10/04/1938, the said owners i.e. Smt Parvatibai Hari Salunke and others sold the said land bearing Survey No.85/4 along with other lands situated at Kiwale village to one Mr. Sadashiv Mahadev Salunke, for a consideration of Rs.500/- and accordingly his name was recorded in the 7/12 Extract of the said land as owner thereof, vide Mutation Entry bearing No.463;

d) Thereafter, Mr. Mahadev Vitthal Salunke alias Mali, the owner of above mentioned lands bearing Survey Nos. 85/2 and 85/3, Kiwale Village, died on 09/03/1958, leaving behind him, sons (i) Mr. Sadashiv Mahadev Salunke, (ii) Mr. Ganpat Mahadev Salunke and nephew (iii) Mr. Krishna Baban Salunke, minor through his guardian mother Smt. Dagadabai Baban Salunke and daughter (iv) Mrs. Reubai Laxman Pharande, as his legal heirs, and accordingly the name of Mr. Sadashiv Mahadev Salunke was recorded as a “Karta of the family” on the 7/12 extract of the said lands by the Talathi, Kiwale village as owner of the said lands, vide Mutation Entry bearing No.1031;

Upon introduction of The Weights and Measurement Act, 1958 and The Indian Coinage Act, 1955, area of the lands measured in Acres and Gunthas was changed to Hectares and Ares and the same was given effect in revenue records of the said land, vide Mutation Entry bearing No.1496;

Thereafter, on the basis of an application made by the said Mr. Sadashiv Mahadev Salunke in the year 1972 to club the lands bearing Survey Nos.85/2, 85/3, 85/4, as the same are attached to each other, the Revenue Authority clubbed all the Hissa Numbers and allotted new Survey No.85/2+3+4, admeasuring 2 Hectares 18 Ares, situated at Kiwale village, to the clubbed lands, vide Mutation Entry bearing No.1612;

Thereafter, by a Sale Deed dated 15/09/1972, registered with the Sub Registrar of Assurances, Haveli No. 2 at Serial No.2412/1972 on 10/10/1972, Mr. Sadashiv Mahadev Salunke, Mr. Gajanan Sadashiv Salunke, Mr. Digambar Sadashiv Salunke, Mr. Uma Sadashiv Salunke, Mr. Jagannath Sadashiv Salunke, Mrs. Thakubai Sadashiv Salunke sold the land admeasuring 1 Hectare 9 Ares, out of Survey No. 85/2+3+4, Kiwale Village to one Mr. Bhalchandra Nilkanth Bhide, upon which the land, admeasuring 1 Hectare 9 Ares, purchased by Mr. Bhalchandra Nilkanth Bhide was renumbered as Survey No.85/2+3+4/2, Kiwale Village and the remaining land admeasuring 1 Hectare 09 Ares held with Mr. Sadashiv Mahadev Salunke as Karta of the family was renumbered as Survey No.85/2+3+4/1, Kiwale Village under Form No.6 in respect of Mutation Entry bearing No.1829;

Subsequently, the legal heirs of late Mr. Ganpat Mahadev Salunke viz Smt. Dwarkabai Ganpat Salunke, Mr. Ashok Ganpat Salunke, Mr. Datta Ganpat Salunke filed a Civil Suit bearing R.C.S. No.1945/1984 in the court of the Civil Judge, Junior Division, Pune against the legal heirs of Mr. Sadashiv Mahadev Salunke and others for partition of the land bearing Survey No.85/2+3+4/1 along with other lands situated at Kiwale village;

The said civil suit was decreed by way of compromise decree passed below Exhibit-39 on 19/01/1993, whereby in lieu of the said land, other lands which were in possession of the legal heirs of Mr. Sadashiv Mahadev Salunke were given to the legal heirs of Mr. Ganpat Mahadev Salunke and thus the said land was came in the share of legal heirs of the late Mr. Sadashiv Mahadev Salunke.

Thereafter, by a Sale Deed dated 09/11/1977, registered with the Sub Registrar of Assurances, Haveli No.1 at Serial No.1796/1977, Mr. Bhalchandra Nilkanth Bhide sold land bearing Survey No. 85/2+3+4/2 admeasuring 1 Hectare 09 Ares along with land bearing Survey No.105, situated at Kiwale

village, to Mr. Bhiku Balaji Bhondve, Mr. Tukaram Balaji Bhondve and Mr. Baban Balaji Bhondve, for a consideration of Rs.45000/-, and accordingly their names were recorded in the 7/12 extract of the said land, vide Mutation Entry bearing No.1916;

The said Mr. Bhiku Balaji Bhondve and others had availed a loan from The Maharashtra State Co-operative Agriculture and Rural Development Bank Ltd against the security of the said land and accordingly the name of the said bank was recorded in other rights column of the 7/12 extract of the said land, vide Mutation Entry bearing No.4550;

The said Mr. Bhiku Balaji Bhondve and others had repaid the loan of The Maharashtra State Co-operative Agriculture and Rural Development Bank Ltd and accordingly the name of the said bank was deleted from the other rights column of the 7/12 extract of the said land, vide Mutation Entry bearing No.7209;

Thereafter on the basis of an application made by the said Mr. Bhiku Balaji Bhondve, Mr. Tukaram Balaji Bhondve and Mr. Baban Balaji Bhondve under Section 85 of the Maharashtra Land Revenue Code, 1966 to the Tahsildar Haveli, for partition of the lands bearing Survey Nos. 85/2+3+4/2, 105/1 and 83/2A/1/3, situated at Kiwale village between themselves, the Tahsildar Haveli, vide its order bearing No. THN/VATAP/SR/101/96 dated 16/01/1997 partitioned the said lands and accordingly the land bearing (i) Survey No.85/2+3+4/2 was allotted to Mr. Bhiku Balaji Bhondve, (ii) Survey No.105/1 was allotted to Mr. Tukaram Balaji Bhondve and (iii) Survey No.83/2A/1/3 was allotted to Mr. Baban Balaji Bhondve, and accordingly their names were recorded as owners of the respective lands, vide Mutation Entry bearing No.5920;

Thus Mr. Bhiku Balaji Bhondve became owner of the said land bearing Survey No.85/2+3+4/2, admeasuring 1 Hectare 9 Ares, Kiwale village.

The said Mr. Bhiku Balaji Bhondve had availed a loan from Kiwale Ravet Vividh Karykari Seva Sahakari Society Ltd against the security of the said land and as such the name of the said society was recorded in other rights column of 7/12 extract of the said land, vide Mutation Entry No.7726;

However upon repayment of the loan dues by Mr. Bhiku Balaji Bhondve, to the Kiwale Ravet Vividh Karykari Seva Sahakari Society Ltd., name of the said Society was deleted from the other rights column of 7/12 extract of the said land, vide Mutation Entry bearing No.11952;

By a No dues Certificate dated 21/10/2010 issued by the Kiwale Ravet Vividh Karyakari Seva Sahakari Society Ltd, Kiwale, confirmed that Mr. Bhiku Balaji Bhondve had repaid the loan dues of the society in full;

Mr. Bhiku Balaji Bhondve had filed a Statement under Section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976, bearing ULC Case No.1419-BH, and the said case was decided by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune on 27/06/2001 who declared that provisions of the said Act are not applicable to the said land;

Thereafter, Mr. Manohar Bhikoba Bhondve, one of the sons of Mr. Bhiku Balaji Bhondve, died on 12/06/2008, as per Death Certificate dated 25/06/2008 issued by the Pimpri Chinchwad Municipal Corporation;

III. Thereafter, Mr. Pandurang Tukaram Bhondve and others, owners of the land bearing Survey No.105/1, admeasuring 1 Hectare 93 Ares, situated Kiwale Village, along with Mr. Bhiku Balaji Bhondve, owner of the land bearing Survey No.85/2+3+4/2, admeasuring 1 Hectare 9 Ares, situated at Kiwale

village, jointly prepared plans for construction of the buildings and got the layout plan of the said lands sanctioned from the Pimpri Chinchwad Municipal Corporation vide its Commencement Certificate bearing No. BP/KIWALE/LAYOUT/16/2010 dated 03/11/2010;

IV. Thereafter:

a) by a Sale Deed dated 15/07/2013, registered with the Sub Registrar of Assurances, Haveli No.17 on 16/07/2013 at Serial No.6228/2013, Mr. Pandurang Tukaram Bhondve (for himself and as a karta of family), Mrs. Jaishree Pandurang Bhondve, Mr. Pramod Pandurang Bhondve, Mr. Swapnil Pandurang Bhondve, Mrs. Bharati Kundan Jachak, Mr. Ganesh Tukaram Bhondve (for himself and as a karta of family and as a natural guardian of Kumari Dhanshree and Master Siddhant Ganesh Bhondve), Mrs. Vrunda Ganesh Bhondve, Mr. Shivaji Tukaram Bhondve (for himself and as a karta of family and as natural guardian of Kumari Mayuri and Master Aryan) and Mrs. Ujjwala Shivaji Bhondve, sold land bearing Survey No.105/1, admeasuring 1 Hectare 93 Ares, situated at Kiwale village to M/s Runal Developers through its Proprietor Mr. Rajendra Suresh Jain i.e. the Promoter herein, for a consideration of Rs.31,96,97,000/- (Rupees Thirty one crores ninety-six lacs ninety seven thousand only), which Sale Deed had been consented to by M/s Kohinoor Development Corporation, to whom the said land owners had earlier by a Memorandum of Understanding dated 28/05/2012 agreed to sell the said land and accordingly the name of M/s Runal Developers through its Proprietor Mr. Rajendra Suresh Jain was recorded in the 7/12 extract by the Talathi Kiwale village as owner of the said land vide Mutation Entry bearing No.12141;

b) by a Sale Deed dated 15/07/2013, registered with the Sub Registrar of Assurances, Haveli No.17 on 16/07/2013 at Serial No.6224/2013, the said Mr. Bhiku Balaji Bhondve (for himself and as karta of his family), Mr. Vijay Bhiku

Bhondve (for himself and as karta of his family and natural guardian of Kumari Kaveri and Master Shriraj Vijay Bhondve), Mrs. Sangeeta Vijay Bhondve, Ms. Rucha Vijay Bhondve, along with the legal heirs of the late Mr. Manohar Bhiku Bhondve i.e. Smt. Bharati Manohar Bhondve, Mr. Chetan Manohar Bhondve, Mr. Akshay Manohar Bhondve, Ms. Snehal Manohar Bhondve, daughters Mrs. Anjanabai Bhikaji Rakshe, Mrs. Subhadra Babanrao Landge, Mrs. Baby Vishnu Ghule and Mrs. Shobha Ashok More sold land bearing Survey No.85/2+3+4/2 admeasuring 1 Hectare 09 Ares situated at Kiwale village to M/s Runal Developers through its Proprietor Mr. Rajendra Suresh Jain, i.e. the Promoter herein, for a consideration of Rs.18,05,54,000/- (Rupees Eighteen crores five lacs fifty four thousand only), which Sale Deed has been consented to by M/s Kohinoor Development Corporation to whom the said land owners had earlier by a Memorandum of Understanding dated 28/05/2012 agreed to sell the said land, and accordingly the name of M/s Runal Developers through its proprietor Mr. Rajendra Suresh Jain was recorded in the 7/12 extract by the Talathi Kiwale village, as owner of the said land, vide mutation entry bearing No.12142.

V.

a) Thus, the Promoter herein became the absolute owner and possessor of the lands bearing Survey No.105/1, admeasuring 1 Hectare 93 Ares and Survey No.85/2+3+4/2, admeasuring 1 Hectare 09 Ares, situated at Kiwale Village, Taluka Haveli, District Pune, which lands lying contiguous are more particularly described in the FIRST SCHEDULE written hereunder and hereinafter referred to as the **“said project lands”**, being proposed to be developed in various phases by the Promoter in the name and style of **“RUNAL GATEWAY”**, which is hereinafter referred to as the “said project”.

b) Thereafter the Promoter also procured the necessary permission from the office of Collector, Pune of Non-Agricultural use of the said project lands vide

order bearing No. PMH / NA/ SR/ 692/ 2013 of 23rd December, 2013 by paying the necessary charges in respect of the same;

c) Thereafter the Promoter also procured the requisite No Objection Certificate from the office of Under Secretary to the Government of India, Ministry of Defence/ Raksha Mantralaya, for the construction of buildings on the said project lands vide their letter bearing No. Air HQ/S.17726/4/ATS(PC-MDLXIII) Dy. No.707/F/D (Air-II) dated 28/11/2014 in respect of land bearing Survey No. 85/2+3+4/2 and Air HQ/S.17726/4/ATS(PC-MDLXVIII) Dy. No.749/F/D(Air-II) dated 15/12/2014 in respect of the land bearing Survey No.105/1.

d) Thereafter the Promoter also obtained an Environment Clearance Certificate from the Principal Secretary, Environment Department & MS, SEIAA, vide their letter bearing No. SEAC-III-2014/ C.R.30/TC-3 Dated 17th March, 2015 read with revised Environment Clearance Certificate dated 15th June, 2018 issued by the State Level Environment Impact Assessment Authority, Environment Department of Government of Maharashtra vide their letter bearing No. SEIAA-EC-0000000344 in respect of the proposed project to be constructed on the said project lands.

e) The Promoter herein thereafter prepared a plan for construction of buildings on the said project lands and got the same sanctioned from the Pimpri-Chinchwad Municipal Corporation, vide their Commencement Certificate bearing No. BP/Kiwale/Layout/16/2010 dated 03.11.2010 r/w revised Commencement Certificate bearing No. BP/Kiwale/Layout/18/2015 dated 5/05/2015 r/w revised Commencement Certificate bearing No. B.P./Kiwale / Layout/58/2017 dated 10/10/2017 r/w revised Commencement Certificate bearing No. B.P./Kiwale/36/2019 dated 18.04.2019 r/w revised Commencement Certificate bearing No. B.P./Layout/Kiwale/98/2019 dated 17.12.2019;

f) Meanwhile the Promoter had availed of a project loan from the ICICI Bank Ltd, Pune and had mortgaged the said project lands vide a Deed of Mortgage dt.19th May of 2016, registered in the office of Sub-Registrar of Assurances, Haveli No. 24, at Serial No.3933/2016 to and in favour of ICICI Bank Ltd, Pune. However, upon repayment of entire loan, ICICI bank vide its Deed of Re-conveyance dated 24.10.2018, registered with the Sub-Registrar of Haveli No.24 at Serial No.13949/2018 had released its charge on the said project lands.

g) Thereafter, the Promoter has availed project loan from Tata Capital Housing Finance Ltd by mortgaging the said project lands along with other lands owned by him with the constructions built thereon and executed a Deed of Mortgage dated 25.10.2018 (registered with the Sub-Registrar of Haveli No. 24 at Serial No. 14073/2018) read with Deed of Extension of Mortgage dated 30.12.2019 (registered with the Sub-Registrar of Haveli No.24 at Serial No.19213/2019) to and in favour of Tata Capital Housing Finance Ltd, Pune.

h) Thereafter, Promoter has handed over the area falling under 18 mtrs DP road widening admeasuring 1326.20 sq. mtrs from the land bearing Survey No.105/1 Kiwale Village and area under retail market reserved under Development Plan admeasuring 1000 sq. mtrs, out of the land bearing Survey No.85/2/3/4/2 to Pimpri Chinchwad Municipal Corporation vide Deed of Possession Receipt dated 19.06.2019 (duly registered with the Sub-Registrar Haveli No.5 at Serial No.4780/2019 on 26.06.2019) read with the Deed of Possession Receipt dated 04.09.2019 (duly registered with the Sub-Registrar Haveli No.5 at Serial No.6484/2019) and accordingly the name of the Pimpri Chinchwad Municipal Corporation has been recorded by the Talathi Kiwale Village on the respective 7/12 extracts of the said project lands under Mutation entry nos. 13786 and 13824.

i) Thus the Promoter is entitled and enjoined upon to construct buildings on the said project lands in accordance with the recitals hereinabove;

j) The Promoter has entered into a standard Agreement with an Architect viz. **LANDMARK DESIGN GROUP** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

k) The Promoter has appointed a Structural Engineer viz. **JW CONSULTANTS LLP**, for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings to be constructed on the said project lands. Provided, however that the Promoter reserve the right to change the said Architect and Structural Engineer at any time before the completion of the said project;

l) The Promoter is desirous of selling the flats/ shops / row houses /any other premises etc. including allowing exclusive user of spaces such as garden / terraces, etc., appurtenant to or adjoining or abutting any flats/ shops/ row houses /any other premises etc., situated in the building/s, being / to be constructed by him on the said project lands on what is popularly known as “ownership basis” and are entering into separate agreements for sale of such premises with various Allottee(s) on similar terms and conditions as herein contained (save and except and/ or subject to such modifications as may be necessary or considered desirable by the Promoter) with a view ultimately that the Allottee(s) of various premises shall form themselves into wing wise Co-operative Housing Society or an Association of Apartment Holders, as the case may be and to transfer the right, title and interest of the said Project lands to and in favour of the said Co-operative Housing Society or federal society or an Association of Apartment Holders, as the case may be;

m) By virtue of the sale deeds mentioned hereinabove, the Promoter has sole and exclusive right to sell the flats/ shops / row houses /any other premises etc., in the building/s to be constructed by the Promoter on the said project lands and to enter into Agreement/s with the Allottee(s) of the flats/ shops/row houses/any other premises etc., to receive the sale consideration in respect thereof;

n) On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said project lands and the plans, designs and specifications prepared by the Promoter's Architect viz. **LANDMARK DESIGN GROUP** and of such other documents as are specified under the Real Estate (Regulation and Development), Act 2016 (hereinafter referred as the “said Act”) and the Rules and Regulations made thereunder;

o) The authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of 7/12 extracts of the said project lands showing the nature of title of the Promoter to the said project lands on which the flats are to be constructed have been annexed hereto and marked as Annexure- ‘A’ and ‘B’, respectively.

p) The promoter has represented to the Allottee(s) and the Allottee(s) is/are aware of the fact that as per Commencement Certificate bearing B.P. /Layout/ Kiwale/98/2019 dated 17/12/2019 issued by the Pimpri Chinchwad Municipal Corporation, Corporation has sanctioned:

- 11 wings/buildings viz. A to K wings and one commercial building;
- Out of these 11 wings/ building,
 - o A to F wing consists of a basement and a parking floor with 21 habitable upper floors
 - o Wing G to K consisting of 51 Row houses having G + 1 structure
- One Commercial building has G + 3 structure comprising of:
 - o 28 shops
 - o Indoor Games

- o Gymnasium
- o 4 ft. deep Swimming Pool with changing rooms,
- Common amenities and facilities comprising of Recreational Hall, Children's Playground with Playing Equipment, Landscaping and tree planting as per design, etc., as shown on the authenticated copy of the plan of the Layout in respect of the said project lands as approved /sanctioned by the Pimpri-Chinchwad Municipal Corporation have been annexed hereto and marked as Annexure-"C-1"and hereinafter referred to and called as the **"said entire layout plan"** in respect of the said project lands.

q) The Promoter has represented to the Allottee(s) and the Allottee(s) is / are aware of the fact that the Promoter has decided for his convenience to develop the said entire layout plan in respect of the said project lands in various phases and as such has already undertaken to develop respective portions of the said entire layout plan as "RUNAL GATEWAY PHASE I" project & "RUNAL GATEWAY PHASE II" Project and now undertake to develop the balance portion of the said project lands under the scheme of construction known as **"RUANL GATEWAY PHASE III"**, the details thereof are mentioned in clause 1 of this agreement and shown on the authenticated copy of proposed layout plan annexed herewith and marked as Annexure "C-2", (hereinafter referred to as the said **"RUNAL GATEWAY PHASE III"** project) in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, on the balance portion of said project lands admeasuring **4554 Sq. Mtrs**, more particularly described in the SECOND SCHEDULE written hereunder and hereinafter for the sake of convenience and brevity referred to as **"said Phase III land"** and the "RUNAL GATEWAY PHASE-III" project is referred to as the **"said Phase III Project"**.

r) The Promoter has represented to the Allottee(s) and the Allottee(s) is/are aware of the fact that irrespective of common amenities and facilities mentioned in Annexure-E being developed as shown in the plan annexed herewith and marked as Annexure-“C-2” in “Runal Gateway Phase I” project, shall be used by all the Allottee(s) who has agreed to take or purchase the flats/ shops/ Row houses/ any other premises etc. in building/s to be constructed on the said project lands in all the phases including the Runal Gateway Phase III project subject to limitation and restrictions prescribed thereto in their respective agreements of all the Allottees and/ or co-operative society or any other Association of the Allottee(s) as the case may be formed in any phase on the said project lands in common for common benefit of all the Allottee(s) or Association of Allottee(s) as the case may be formed in all the phases.

s) The Promoter has got some of the approvals from the concerned local authority to the plans, specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate of the said building;

t) While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said project lands and the said building and upon due observance and performance of which only the completion certificate in respect of the said building/s shall be granted by the concerned local authority.

u) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

v) The Allottee(s) has / have applied to the Promoter for allotment of a flat bearing No._____ situated on the _____floor (more particularly described in the **Annexure-“D”** annexed herewith and hereinafter referred to as the “**said APARTMENT**”), of the building/wing to be known as “**RUNAL GATEWAY _____WING**”, hereinafter referred to and called as the “**said Building/wing**”, being constructed on the said Phase III land, the authenticated copy of the sanctioned floor plan and specifications of area of the said Apartment agreed to be purchased by the Allottee(s) is annexed hereto and marked as Annexure -“**D-1**”;

w) The Carpet area of the said Apartment is admeasuring _____ **Sq. Mtrs.**, the area covered by the enclosed balcony is admeasuring _____ **Sq. Mtrs** and exclusive right to use terrace admeasuring _____ **Sq. Mtrs.** As defined under the Provisions of the Real Estate Regulation and Development) Act, 2016, the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Apartment. The bifurcation of area of the said Apartment is in accordance with the Circular bearing No. 4/2017 issued by the Maharashtra Real Estate Regulatory Authority established under the Real Estate (Regulation and Development) Act, 2016 vide its outward No. MahaRera/Secy/File No. 27/84/2017.

x) 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;

y) Prior to the execution of these presents the Allottee(s) has / have paid to the Promoter a sum of _____ being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee(s) as Application Fee or booking amount (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee(s) has/ have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

z) The Promoter has registered the said Phase III Project under the provisions of the Real Estate (Regulation and Development), Act, 2016 with the Maharashtra Real Estate Regulatory Authority vide registration bearing No. _____ dated _____, authenticated copy thereof is annexed herewith and marked as **Annexure-“C-3”**.

aa) Under the provisions of section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Apartment with the Allottee(s), being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

bb) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the said Apartment as mentioned in this Agreement.

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

- 1 The Promoter shall construct the said Runal Gateway Phase III project comprising of 2 wings / buildings viz. E & F wings. The details thereof is as under:

- E & F wings have a basement, a parking floor and 21 habitable upper floors each with other common amenities and facilities comprising of Recreational Hall, Children's Playground with Playing Equipment, Landscaping and tree planting as per design, etc.

All of the above are as shown in the proposed layout plan annexed herewith and marked as **Annexure- "C-2"** on the said Phase III land, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications in the said Phase wherein their Apartment is situated, which may adversely affect the said Apartment of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law. The Promoter may also make such minor alterations and additions as may be required by Allottee(s). The Promoter reserves his rights to make any changes that he shall feel necessary in other phases being undertaken to be developed on the said project lands, without requirement of any consent from Allottee(s) having his Apartment in the said Phase III project.

1.1 The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) a Flat bearing No. _____ which is hereinafter referred to as the **"SAID APARTMENT"**, situated on the _____ floor of the building/wing to be known as **"RUNAL GATEWAY _____ WING"** (which is hereinafter referred to as the "said building/wing), more particularly described in the Annexure- 'D' annexed herewith and as shown in the sanctioned floor plan annexed hereto and marked as **Annexure-"D-1"**, for the lump sum consideration of _____, hereinafter referred to as the "cost of the said Apartment".

1.2 The Allottee(s) has/ have paid on or before the execution of this agreement a sum of _____ as advance payment or application fee or booking amount and hereby agrees to pay to the Promoter the balance amount of _____, in the following manner:

- a Balance sum of booking amount, with its total along with advance paid being equivalent to approximately 10 (ten) per cent of the cost of the said Apartment, before the execution of this Agreement, upon receipt of a demand letter from the Promoter.
- b a sum equivalent to approximately 25 (Twenty Five) per cent of the cost of the said Apartment, at the time of casting of parking Slab upon receipt of a demand letter from the Promoter;
- c a sum equivalent to approximately 10 (ten) per cent of the cost of the said Apartment, at the time of casting of the plinth upon receipt of a demand letter from the Promoter;
- d a sum equivalent to approximately 15 (fifteen) per cent of the cost of the said Apartment, at the time of casting of the Sixth slab upon receipt of a demand letter from the Promoter;
- e a sum equivalent to approximately 10 (ten) per cent of the cost of the said Apartment, at the time of casting of the eleventh slab upon receipt of a demand letter from the Promoter;
- f a sum equivalent to approximately 10 (ten) per cent of the cost of the said Apartment, at the time of casting of the Sixteenth slab upon receipt of a demand letter from the Promoter;
- g a sum equivalent to approximately 10 (ten) per cent of the cost of the said Apartment, at the time of casting of the Top slab upon receipt of a demand letter from the Promoter;
- h a sum equivalent to approximately 5 (five) per cent of the cost of the said Apartment, on completion of the flooring work upon receipt of a demand letter from the Promoter;

- i The balance sums equivalent to approximately 5 (five) per cent of the cost of the said Apartment, along with maintenance charges for 5 years, at the time of possession /occupation of the said Apartment.

TIMELY PAYMENT OF EACH OF THE ABOVE INSTALMENTS, WITHIN 7 (SEVEN) DAYS FROM THE RECEIPT OF THE DEMAND LETTER, SHALL BE THE ESSENCE OF THIS AGREEMENT.

1.3 The above consideration does not include expenses and charges such as stamp duty, registration fees and charges, maintenance charges, outgoing charges, VAT, Service Tax, GST and any other tax etc., which shall be paid over and above the aforesaid total consideration by the Allottee(s) as herein mentioned in this agreement. The Allottee(s) shall be liable to bear and pay all and any other direct or indirect taxes, duties, charges, cesses or any other Taxes as are or as may be levied or made applicable by the State or Central Government or Local Authority or Judicial Authority or quasi-judicial authority or any other authority by way of any Statute/ rules/ regulations/ notifications/ circular/ order/ judgement/ decree/ executive powers or administrative powers etc., by giving prospective or retrospective effect thereto and arising from or incidental to the sale of the said Apartment.

1.4 The Total Price 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(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the said building is complete and the completion certificate is granted by the 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 price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (forty-five) days with annual interest at the rate specified in the said Act and rules made thereunder, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

1.6 The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/ them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object the Promoter to adjust his payments in any manner.

1.7 The Allottee(s) shall make the payments of the said agreed consideration amount to the Promoter by Demand Draft or by local cheques and if in case the Allottee(s) has/ have made the payment by NEFT / RTGS / Online payment, he / she / they shall provide the authenticated document (UTR No. / Reference No. etc.) of such payment made to the Promoter. If the Allottee(s) makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Allottee(s) mentioned herein below and to the extent the said amount is credited by deducting the amount of commission charged for the clearance of such cheques by the bank to the Promoter.

1.8 The Promoter has informed to the Allottee(s) that all the payments are required to be made by the Allottee(s) of the said Apartment in the said project, in favour of “RUNAL DEVELOPERS-RUNAL GATEWAY PH III COLLECTION ESCROW ACCOUNT” having Account No. 032105019361 of ICICI Bank Ltd, Chinchwad branch, Pune-411019, which is declared to be designated Collection Account in respect of the said Phase III Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 with rules and regulations made thereunder.

1.9 Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the said project and handing over the said Apartment to the Allottee(s) and the other common areas to the Association of the Allottee(s) after receiving the completion certificate from the concerned local authority as mentioned in clause 6 and 7.2 herein under. Similarly, the Allottee(s) shall make timely payments of the instalments and any other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1.2 herein above.

2 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 the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee(s), obtain from the concerned local authority completion certificate in respect of the said Apartment.

3 The Promoter hereby declares that the area of the said project lands is 30200 sq. mtrs, which shall be developed in various phases and Floor Space Index utilised as on date in respect of the said project lands is 45082.91 Sq. Mtrs including all the phases and the Promoter has planned to utilize Floor Space

Index of 1.9 by availing of TDR including slum TDR, road widening, retail market etc. or on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation prevailing as on date and The Promoter has represented to the Allottee(s) and Allottee(s) is/ are aware of the fact that the Promoter is entitled to utilise increased FSI (if any) in future by availing of TDR including slum TDR, road widening etc., or on payment of premiums or FSI available as incentive FSI by implementing various scheme applicable time to time on modification/amendment to the Development Control Rules & Regulations, which is applicable to the said project lands. The utilised FSI for the said project shall be calculated at actual and the Allottee(s) has/have agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the proposed increased FSI (if any) shall belong to the Promoter only.

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4 Non-performance:

4.1 If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee(s) and completing the said Runal Gateway Phase III project as mentioned in clause 6 and 7.2 respectively herein this agreement, the Promoter agrees to pay to the Allottee(s), who does not intend to withdraw from the said project, interest at the rate as mentioned in the clause 43 herein, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoter, interest at the rate as mentioned in the clause 43 herein, on all the delayed payment which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee(s) committing default in payment on

due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (whether before or after the delivery of possession of the said Apartment) within the time specified herein (including his/her proportionate share of taxes levied by concerned local authority and any other charges or expenses including outgoings, maintenance charges etc.,) and / or on the Allottee(s) committing 3 (three) consecutive defaults of payment of instalments mentioned hereinabove and/ or if the Allottee(s) shall in whatsoever reason or way fails to perform or observe any of the covenants and stipulations on his/ her / their part herein contained or referred to in this agreement, the Promoter shall at his own option, may terminate this Agreement and re-enter upon and resume possession of the said Apartment and everything whatsoever therein and this Agreement shall cease and stand terminated.

PROVIDED THAT Promoter shall give prior notice of 15 (fifteen) days in writing to the Allottee(s), by Registered Post AD at the address mentioned in the title clause hereinabove of the Allottee(s) and mail at the e-mail address provided by the Allottee(s) in the booking application, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s), subject to deduction of 10% amounts of the total consideration (towards administrative charges, adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, all the amounts already paid by the Allottee(s) to the Promoter including the instalments of sale consideration of the said

Apartment but excluding the amount of taxes, stamp duty or registration charges in respect of said Apartment paid by the promoter on behalf of the Allottee(s) to the government, which may till then have been paid by the Allottee(s) to the Promoter and the Allottee(s) shall have no claim except for receipt or refund or repayment of the amounts paid by the Allottee(s) to the Promoter and the Allottee(s) hereby agrees that, all his/her/ their rights in the said Apartment shall stand extinguished and the Promoter shall be entitled to deal with and dispose of the said Apartment in any manner as the Promoter deems fit.

PROVIDED FURTHER THAT if the Allottee(s) has/have availed of housing loan against the said Apartment from any Bank / financial institute, etc. then the Allottee(s) is/are not entitled to receive the aforesaid refund, till producing No Dues Certificate and/or Release Deed executed by such Bank / financial institute for releasing the encumbrance of loan and interest thereon in respect of the said Apartment.

- 5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the said Apartment are as set out in Annexure –“D-2” respectively hereunder written.
- 6 The Promoter shall endeavour to give possession of the said Apartment to the Allottee(s) and common amenities and facilities as mentioned in Annexure-“E” annexed herewith to the Association of Allottee(s) **on or before 30th day of December, 2022.** If the Promoter fails or neglects to give possession of the said Apartment to the Allottee(s) on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by him in respect of the said Apartment with interest at the same rate as may be mentioned in the clause 43 herein from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED THAT Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of said building in which the said Apartment is to be situated is delayed on account of:

- 6.1** Non-availability of steel, cement, other building materials, water, electric supply or labour etc.
- 6.2** War, Civil Commotion, flood, drought, fire, cyclone, earthquake or act of God, heavily changes in rules, regulations, bye-laws of various statutory bodies and authorities from time to time affecting the development of the Scheme or Project.
- 6.3** Delay in grant of NOC/ Permission / license /connection/ installation and any services such as lifts, electricity and water connection and meters to the Scheme/Apartment, road NOC or Completion Certificate from the appropriate authority.
- 6.4** Delay or default in payment of dues, expenses, charges, consideration by the Allottee(s) under these presents.
- 6.5** Any notice, order, rule, regulation, notification, circular of the Government and /or Public authority or Court or quasi-judicial authority.
- 6.6** Pendency of any litigation or order of the Court or quasi- judicial authority.
- 6.7** Any other reason or circumstances etc. without default on the part of the Promoter.

7 Possession of Apartment and defect liability :

- 7.1** The Promoter, upon obtaining the Completion certificate from the competent authority and the payment made by the Allottee(s) as per the agreement, shall offer in writing the possession of the said Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges or outgoing charges etc. as determined by the Promoter or Association of Allottee(s), as the case may be before taking over the possession. The Promoter on its behalf shall offer the possession of the Apartment to the Allottee(s) in writing within 7 (seven) days of receiving the completion certificate of the Project.

7.2 The Allottee(s) shall take possession of the said Apartment within 7 (seven) days of the written notice from the Promoter to the Allottee(s) intimating that the said Apartment/s is/ are ready for use and occupancy, on and after receipt of the Completion Certificate from the concerned authorities and upon the Promoter receiving from the Allottee(s) the entire consideration and all other amounts payable by the Allottee(s) to the Promoter under this Agreement. Provided, however, it is mutually agreed by and between the parties hereto that the possession of common areas and amenities as detailed in the Annexure- “E” annexed herewith, shall be given or handed over to the Allottee(s) or Society or any other Association of Apartment owners to be formed of the Allottee(s) of various Apartments as the case may be and the Allottee(s) herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities on the date of handing over the possession of the said Apartment.

7.3 Failure of Allottee(s) to take Possession of the said Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee(s) shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as the promoter deems necessary including deed of possession receipt etc. and the Promoter shall give possession of the said Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time

provided in clause 7.1 such Allottee(s) shall continue to be liable to pay maintenance charges / outgoing charges as applicable.

7.4 If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the said Act and rules made thereunder subject to the responsibilities of the Allottee(s) to maintain the said Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/ her/ their Apartment regularly filled with white cement/epoxy to prevent water seepage and where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ building and if the annual maintenance contracts are not done/ renewed by the Allottee(s) or the society or any other Association of Allottee(s) as the case may be, the Promoter shall not be responsible for any defects occurring due to the same.

PROVIDED THAT the word defect herein stated shall mean only the structural defects caused on account of wilful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tears including minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, negligent use of the said Apartment or building/s by the Allottee(s), abnormal fluctuations in the temperatures, abnormal heavy rain, damages from natural calamity etc.

PROVIDED FURTHER THAT it is mutually agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said building or said Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 8 The Allottee(s) shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence. He/she/ they shall use the covered parking spaces only for the purpose of keeping or parking vehicle.
- 9 The Allottee(s) along with other Allottee(s) of various Apartments in the said building shall join in forming and registering the Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Association of Apartment owners under the provisions of the Apartment Ownership Act, 1970 as the case may be, to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association Apartment owners as the case may be and for becoming a member, including the bye-laws of the proposed Society or Association of Apartment owners as the case may be and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the common organisation of Allottee(s). No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority as the case may be.
- 9.1 The Promoter shall submit the application for formation of society or Association of Apartment owners as the case may be, within a period of 3

(three) months from the date on which fifty one per cent of the total number of Allottee(s) in the said building / wing have booked their apartment and in case of requirement of formation and registration of Apex body/ federation consisting of all such societies or Associations of Apartments as the case may be formed in the entire layout of the said project, shall submit the application for formation of Apex body / federation of society or association of Apartment owners as the case may be, within a period of 3 (three) months from the date of the receipt of the completion certificate of the last of the building/wing which is to be constructed in the entire layout of the said project lands including all the phases as contemplated under the provisions of the said Act and the rules made thereunder.

9.2 It is mutually agreed by and between the parties that, the Promoter shall (subject to reserving his rights to dispose of the remaining Apartments if any) cause conveyance of title of wing/ building or a wing of a building (excluding basements and parking floor of the said wing and building and podiums) in a layout of the said project lands with structure of the said wing to be conveyed in favour of the Co-operative Housing Society to be formed by the Allottee(s) of various Apartments of the said wing in the said project lands under the provisions of the Maharashtra Co-operative Societies Act, 1960 or to the respective Allottee(s) of all the Apartments with appurtenant interest in the said building or a wing of a building who have formed an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, as the case may be, within a period of 3 months from the date of receipt of the occupancy certificate in respect of the wing/ building or a wing of a building by the Promoter and after the Promoter has realised all their dues from All the Allottee(s) of various Apartments in the said building or wing, whichever is later.

9.3 It is mutually agreed by and between the parties that, the Promoter shall cause conveyance of title of the said project lands with underneath all buildings/wings jointly along with the structures constructed in the entire layout to be conveyed in favour of the Co-operative Housing Society/ Apex

body/ federation as the case may be, to be formed by all the Allottee(s) of various Apartments in the said project under the provisions of the Maharashtra Co-operative Societies Act, 1960 or to the respective Allottee(s) of all the Apartments with appurtenant interest in the said project lands and the building/s and the amenities and facilities, who have formed an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, as the case may be, within a period of 3 months from the date of receipt of the occupancy certificate in respect of all the phases being constructed on the said project lands by the Promoter and after the Promoter has realised all their dues from all the Allottee(s) of various Apartments in the said project lands, whichever is later.

9.4 Within 7 (seven) days after notice in writing is given by the Promoter to the Allottee(s) that the said Apartment is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay outgoings in respect of the said project lands and building/s as set out in the Annexure –“F” hereunder written namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, electricity charges, insurance premiums, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project lands and building/s for the period of 60 (sixty) months commencing from the time the Allottee(s) is / are called upon to take possession of the said Apartment. The Allottee(s) further agrees that till the Allottee’s share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of **Rs. _____/-** Per month towards the outgoings along with the applicable Service Tax, GST or any other taxes etc. thereon at the rate prescribed by law from time to time. Upon end of the said period of 60 months from the date of handing over the said apartment, the aforesaid residuary amount, if any, of outgoings shall be paid over by the Promoter to the Society or Apex body/ Federation of Society or Association of Apartment owners as the case may be. It is hereby clarified that the said amount is a mere estimate made by the

Promoter and if the required proportionate contribution of the Allottee(s) herein exceeds the amount mentioned above, the Allottee(s) shall be obliged to pay the additional amounts to the Promoter on demand at any time during the said period and hereby agrees that the Allottee(s) or Society or Any other Association of Allottee(s), shall pay time to time the insurance premiums or any other maintenance charges etc. after handing over the residuary amount, if any, of outgoing amounts by the Promoter.

9.5 In the event of the Society or Federation or any other Association of Allottee(s), being formed or registered before the sale or disposal of by the Promoter of all the Apartments, flats or any other premises in the said project/ phases which may be constructed by the Promoter on the said project lands, the powers and authorities of the said Society or Association of Allottee(s) as the case may be so formed shall be subject to the overall control of the Promoter in respect of any of the matters concerning the said project / phase/ building/s constructed on the said project lands and the said Apartments, the construction and completion thereof and all amenities appertaining to the same and in particular the Promoter shall have absolute authority and control as regards the disposal of the unsold Apartments, flats and any other premises including premises of which the agreements are cancelled at any stage for some reason or the other and the disposal thereof and all the Allottee(s) of such premises shall be admitted as constituent/s of the society or any other Association of Allottee(s) having the same rights and benefits and subject to the same obligations as the Allottee(s) and other constituents of such society or Association of Allottee(s) may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share money, the outgoings, etc. on the basis and in the proportion as may be payable by the other constituents of the Society or any other Association of Allottee(s) and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Allottee(s) hereby agrees to give consent to admit such Allottee(s) as

constituents of such Society or Association of Allottee(s) without raising any objection whatsoever.

10 At the time of registration of conveyance of the structure of the building / wing, the Allottee(s) shall pay to the Promoter, the Allottee(s) share of stamp duty and registration charges payable, by the said Society or Association of Apartment owners as the case may be, on such conveyance or any document or instrument of transfer in respect of the structure of the said building /said Project. At the time of registration of conveyance of the project lands, the Allottee(s) shall pay to the Promoter, the Allottee(s) share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said lands to be executed in favour of the Apex Body or Federation.

11 The Promoter hereby represents and warrants to the Allottee(s) as follows:

11.1 The Promoter has clear and marketable title with respect to the said project lands as declared in the title certificate issued by the Advocate of the Promoter annexed to this agreement and has the requisite rights to carry out development upon the said project lands and also has actual, physical and legal possession of the said project lands for the implementation of the said Project;

11.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project;

11.3 There are no encumbrances upon the said project lands or the said Project except those disclosed in the title certificate in respect of the said project lands.

11.4 There are no litigations pending before any Court of law with respect to the said project lands or said Project.

- 11.5** All approvals, licenses and permits issued by the competent authorities with respect to the said project / project lands and said building/wing 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 said Project, project lands and said building/wing 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 said Project, project lands, building/wing and common areas;
- 11.6** 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(s) created herein, may prejudicially be affected;
- 11.7** The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said project lands, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- 11.8** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- 11.9** At the time of execution of the conveyance deed of the title of the said project lands with the structures/ building/s constructed thereon to the society or association of Apartment owners / Apex body or federation as the case may be, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Association of the Allottee(s);
- 11.10** 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 said project to the competent authorities;

11.11 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 said project lands) has been received or served upon the Promoter in respect of the said project lands and/or the said Project.

12 The Allottee(s) for himself / herself/ themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows: -

12.1 To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

12.2 Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment 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, furniture etc. which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

12.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to

be done anything in or to the building in which the said Apartment is situated or the said Apartment 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(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

12.4 Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society as the case may be.

12.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said project lands and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

12.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said project lands and the building in which the said Apartment is situated.

12.7 To bear and pay increase in local taxes, water charges, electrical charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / other public authority on account of change of user of the said Apartment by the Allottee(s) viz. user for any purposes other than the permissible residential or commercial purpose.

12.8 The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.

12.9 The Allottee(s) shall observe and perform all the rules and regulations which the Society, Association of apartment owners or Apex Body or 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 said building and the Apartments therein 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(s) shall also observe and perform all the stipulations and conditions lay down by the Society/ Apex Body/Federation / Association of Apartment owners / Apartment condominium regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

12.10 Till the transfer of the said lands and the buildings thereon is executed in favour of the society/ Apex body formed under the Maharashtra Co-operative Societies Act, 1960 or the said Apartment with appurtenant amenities and facilities is conveyed in favour of the Allottee(s) under the Maharashtra Apartment Ownership Act, 1970, the Allottee(s) 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 project lands and the building/s or any part thereof to view and examine the state and condition thereof.

13 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) on account of the maintenance charges

and outgoings charges and shall utilize the said amounts only for the purposes for which they have been received.

- 14** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said project lands and the building/s or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/ her/ them and all open spaces, terraces, garden spaces, open parking spaces, staircases, lobbies, lift / elevators, recreation spaces etc. will remain the property of the Promoter until the said project lands and building/s are transferred to the society/ Association of Allottee(s) / Apex body/ federation as the case may be as hereinbefore mentioned.
- 15** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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(s) who has taken or agreed to take such Apartment.
- 16** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar 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(s) 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(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by

the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

17 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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ building, as the case may be.

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

19 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

20 If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under any 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 said Act 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.

- 21** Wherever in this Agreement it is stipulated that the Allottee(s) has/ have to make any payment, in common with other Allottee(s) in said Project, the same shall be in proportion to the addition of carpet area and enclosed balcony of the said Apartment to the addition of total carpet area and total enclosed balcony area of all the Apartments in the said Project.
- 22** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments or documents and take such other actions, in additions 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.
- 23** The execution of this Agreement shall be complete only upon its execution by the Promoter and or his authorized attorney at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.
- 24** The Allottee(s) and/or Promoter or his / her/ their authorised attorneys shall present this Agreement as well as the conveyance in respect of the said project lands at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 25** That all letters, receipts and / or notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if dispatched to the Allottee(s) or the Promoter under Certificate of Posting or Registered Post with Acknowledgement Due and notified Email ID as the case may be at their respective addresses specified in

the title clause of this agreement or Email ID notified in the booking application.

PROVIDED THAT it shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address/ E-mail ID subsequent to the execution of this Agreement in the address by Registered Post/ notified E-mail ID in the booking application, failing which all communications and letters posted at the address mentioned in title clause of this agreement or notified E-mail ID mentioned in the booking application shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

- 26** That in case there are Joint Allottee(s), all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).
- 27** The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee(s).
- 28** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authorities established under the provisions of the Real Estate (Regulations and Development) Act, 2016, Rules and Regulations, thereunder.
- 29** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Court will have jurisdiction for this Agreement.
- 30** The Promoter has informed the Allottee(s) and the Allottee(s) is/are aware that the purchase of the said Apartment shall be subject to all the following conditions:

- 30.1** There shall no canopy or name-board projections ahead of any structure or on any part of the said building.
- 30.2** The elevation and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- 30.3** No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces and the tops of the building/s shall belong to the Promoter alone and he is only entitled to display such boards or electronic board/s etc. in any place in the compound or in any of the open spaces or on the top of any buildings.
- 30.4** Construction of a loft and other civil changes done internally shall be at the risk and cost of the Allottee(s) who shall not damage the basic R.C.C. structure.
- 30.5** The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his Architect in writing.
- 30.6** The installation of any grills or any doors at internal side of the said Apartment shall only be as per the form prescribed by the Promoter's Architect. However, no one is allowed to install any grills or any doors at the external side of the said Apartment.
- 30.7** Flower pots or any other things of whatsoever nature shall not be allowed to be put on parapet walls / Chajja/s etc.
- 30.8** Terrace shall not be covered /enclosed in any manner whatsoever and shall not be allowed to hang clothes to dry in terrace.
- 31** The Allottee(s) admits having taken inspection of all the documents required to be given by the Promoter under the provisions of the said act and rules made thereunder. The Allottee(s) hereby agrees and confirms that the Promoter shall be entitled to exercise the powers and authorities set out

below as if the Allottee(s) had given prior written consent to the Promoter as required under the provisions of the said Act. The Allottee(s) hereby confers upon the Promoter the right and authority for the purposes set out herein below: -

31.1 As stated above, the Promoter has raised funds by way of mortgage of the said project lands, the Promoter shall be entitled to raise further finance by way of mortgage of the said lands or project or any portion thereof, as and when so deemed necessary by the Promoter. At any stage during the implementation of the said project the promoter shall be at liberty to sell, assign or transfer or otherwise deal with its rights, title and interest in the said lands and building/s to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee(s) in respect of the said Apartment agreed to be purchased by him/her/ them in terms of these presents.

31.2 In the event of the Promoter developing any lands adjoining the said project lands or in the vicinity thereof, the Promoter shall be entitled to lay in the said project lands or shall be entitled to pass through the said project lands any drains, sewers, water and electrical pipelines, telecom conduits and other installations, etc., for the purpose of development of the adjoining lands. The Allottee(s) and /or Allottee(s) of the various Apartments and / or the Co-operative Housing Society or the Apartment Condominium as the case may be shall not raise any objection on any ground to the said rights of the Promoter reserved herein.

32 The Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces, save and except the terrace, if any, forming part of the said Apartment hereby agreed to be sold to the Allottee(s) in the said building and the Promoter shall be entitled to grant the exclusive right to use, occupy and enjoy all or any of the terraces of the other buildings in the project being / to be constructed by the Promoter on the said lands to one or more of the Allottee(s) of Apartment/s therein. The Promoter shall also be

entitled to grant such exclusive use, occupation and enjoyment of any part of the said project lands which remain un-built upon to one or more of the Allottee(s) of Apartment/s to be used as a garden or sit-out or for any other permissible user. The Promoter shall also be entitled to grant the exclusive right of user of the parking spaces in the basement floor/ parking floor of the said buildings or in the podium between such buildings and other parking spaces proposed to be constructed by them on the said lands to the prospective Allottee(s) of Apartment/s in the said project. Such terraces, open spaces or garden areas and parking spaces, the exclusive use, occupation and enjoyment whereof have been granted by the Promoter as aforesaid shall constitute restricted common areas and facilities of the said project as contemplated under the said Act. Before execution hereof, the Allottee(s) has/have been provided with details of the exclusive right of user of certain terraces / garden areas / parking spaces, etc., already granted / agreed to be / proposed to be granted by the Promoter in the said project.

- 33** The Allottee(s) agrees and aware that any deduction of an amount made by him/ her/ them on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this agreement shall be acknowledged/ credited by the Promoter, only upon Allottee(s) submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with an Income Tax Department site. PROVIDED THAT at the time of handing over the possession of the said Apartment, if any such certificate is not produced by the Allottee(s), the Allottee(s) shall pay equivalent amount as interest free deposit to the Promoter, which shall be refunded by the Promoter on the Allottee(s) producing such certificate within 4 (four) months of the possession.

PROVIDED THAT in case the Allottee(s) fails to produce such certificate within the stipulated period of the 4 (four) months, the Promoter shall be

entitled to appropriate the said deposit against the receivable from the Allottee(s).

PROVIDED FURTHER THAT the Allottee(s) hereby undertake to deposit the TDS deducted by him in the Government Treasury as required under Sec 194-IA of Income Tax Act, 1961 and furnish proof of payment at the time of payment of respective instalments. The Allottee(s) hereby declares, agrees and undertakes that, the tax so deducted shall immediately be deposited with the government treasury by the prescribed modes of payment and thereafter issue TDS Certificate within the prescribed time limit. In the event of the Allottee(s) fail to deduct and pay the tax as aforesaid, then the Allottee(s) alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee(s) hereby indemnify and keep indemnified saved, defended and harmless to the Promoter in that behalf. The Allottee(s) does hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds, documents and forms etc. as may be required by the Promoter to claim the benefits of the TDS.

34 The Allottee(s) agrees and aware that the Promoter shall have a first charge and / lien on the said Apartment in respect of any amount payable by the Allottee(s) under the terms and conditions of this agreement.

35 The Allottee(s) hereby irrevocably consents and authorises the Promoter to represent him / her / them in all matters regarding property tax assessment and reassessment before the concerned authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee(s). The Promoter may, till the transfer of the said lands and buildings thereon to the society/ Apex body or condominium formed by Allottee(s) of various Apartments as the case may be, represent the Allottee(s) and his / her / their interest and give consent, NOC and do all necessary things in all departments of the

office of the Collector of Stamps, Pune, the Municipal Corporation of Pimpri Chinchwad, the Government of Maharashtra, Maharashtra State Electricity Distribution Company Limited (MSEDCL), Revenue department or any other department etc. on behalf of the Allottee(s) and whatever acts done by the Promoter on behalf of the Allottee(s) shall stand ratified and confirmed by the Allottee(s) and the same shall be binding on the Allottee(s).

- 36** It is hereby clarified that the Promoter shall be deemed to be liaising agency for applying for all municipal and other authorities for the services such as water, electricity, drainage, etc., and the Promoter undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such municipal and other body or authority or MSEDCL in providing such amenities, services or facilities in the said project lands or to the said Apartment agreed to be sold to the Allottee(s) hereunder.
- 37** The Allottee(s) has/have been made expressly aware by the Promoter that till such time as such water connection is procured and sufficient water becomes available for the said project through such water connection, the requirement of water for the said project shall be met from other sources, including procurement of water from water tank agencies/ suppliers and that expenses incurred for such purchase shall be borne and paid by the Allottee(s).
- 38** The promoter has informed to the Allottee(s) and the Allottee(s) is/are aware of the fact that the Promoter is developing the project on the said project lands in “phases”. In the event of the Promoter causing any particular “phase” of construction on the said project lands with the building thereon to be conveyed in favour of the society/Apex body formed by the Allottee(s) of various Apartments in such “phase” under the Maharashtra Co-operative Societies Act, 1960 or in favour of the Allottee(s) of various Apartments in

such “phase” of said Project who have formed an Apartment Condominium under the Maharashtra Apartment Ownership Act, 1970, the Promoter shall be entitled to continue the work of development of and construction on the said project lands and sale of Apartments in the subsequent “phases” and to exploit the residual commercial potentiality of the said project lands. The Allottee(s) of all such Apartments, societies or apartment condominium situated in such subsequent “phases” shall be admitted as members of the society or apartment condominium with the same right and privileges and subject to the same obligations as the other members thereof. All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/ or gate will be allowed for separating any particular phase or building/s for whatsoever reason. All Allottee(s) in all phase/s and building/s shall have free access to all other phase/s and building/s.

- 39** The Promoter shall be entitled to grant lease or license of any portion of the said project lands to any Government / Semi-Government or local or municipal body or authority or to the Maharashtra State Electricity Distribution Company Limited or to any private party or parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae, etc., and the Allottee(s) herein shall not be entitled to raise any objection to such grant of lease or license. Conveyance of the said project lands and buildings thereon in favour of the Co-operative Housing Society to be formed by all the Allottee(s) of various Apartments in the layout of the said project lands or to the respective Allottee(s) of all the Apartments with appurtenant interest in the said project lands and the buildings and the amenities and facilities, who have formed an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, as the case may be, shall be expressly subject to the rights created under any such lease or license mentioned in this clause.

40 The promoter has informed to the Allottee(s) and the Allottee(s) is/are aware of the fact that the some of the area of the sanctioned layout in respect of the said project lands come under reservation of road, retail market, etc. and it is hereby clarified that when title to the said project lands are transferred to the Co-operative Housing Society/ Apex Body/ federation to be formed of all the Allottee(s) of various Apartments in the said project or to the respective Allottee(s) of all the Apartments with appurtenant interest in the said project lands and the building/s and the amenities and facilities, who have formed an Apartment Condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970, as the case may be, the said reserve area etc. will not be so conveyed in favour of the Co-operative Housing Society or Apartment Condominium as the case may be and the Promoter shall be entitled to sell /deal with and treat the said reserve area etc. as is permissible under the applicable Building Bye-laws and as per Law.

41 The name of the scheme of construction implemented in various phases on the said project lands shall always be known under the name and style of **“RUNAL GATEWAY”**. The multi-storeyed buildings/wings constructed in various phases on the portions of the said project lands shall be known as/ by wing / block numbers or names allotted to each of them by the Promoter and such name will not be changed at any time in future by either the Allottee(s) or society etc. without the prior written consent of the Promoter and neon sign boards or electronic board/s displayed in any place in the compound or in any of the open space or on the top of any building/s in the name of **“RUNAL GATEWAY”**, by the Promoter, shall be maintained and repaired by the Allottee(s) or the Society or any other Association of Allottee(s) as the case may be from the expenses of maintenance/outgoings from time to time.

42 The Allottee(s) has/have agreed to purchase the said Apartment with knowledge of the fact that the contents of all brochure/s, hoardings, pamphlets, websites, prospectus etc., published from time to time and the

copies thereof handed over by the Promoter to the Allottee(s) in respect of the said project are just advertisement materials and contain various features such as furniture layout in an Apartment etc., vegetation and plantation shown around the building, project, vehicles etc. to increase the aesthetic value only and indicative in nature and the same should not be taken literally by the Allottee(s) herein and some of these specification/amenities are not agreed to be developed or provided to the Allottee(s) save and except as described and detailed in this Agreement.

- 43** The rate of interest payable by the Promoter to the Allottee(s) or by the Allottee(s) to the Promoter as the case may be under this agreement shall be the State Bank of India's highest Marginal Cost of lending rate fixed at that time plus two per cent.

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix at that time for lending to the general public.

- 44** Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter hereunder.

- 45** The Allottee(s) has informed the Promoter that the Allottee(s) is/are as an "Investor" and hence the Allottee(s) reserves his / her / their right to claim stamp duty set off / adjustment of stamp duty paid by the Allottee(s) on THESE PRESENTS in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958, in the event of the Allottee(s) assigns the benefit

of this Agreement and his / her / their interest in the said Apartment to a subsequent Allottee(s).

- 46** Notwithstanding anything contained hereinabove, it is mutually agreed by and between the parties hereto that common amenities developed in Runal Gateway Phase I as shown in the plan annexed herewith and marked as Annexure-“C-2” and more particularly described in Annexure-“E” annexed herewith, shall be used by the Allottee(s) who has agreed to take or purchase the Apartment in building/s to be constructed in various phases in the said project lands and/ or shall be handed over to all the co-operative societies or federal society or any other Association of the Allottee(s) as the case may be formed in any phase on the said project lands in common for common benefit of all the Allottee(s) or Association of Allottee(s) as the case may be subject to limitation and restrictions mentioned therein their respective Agreements to sale of flats/ shops/ Row houses etc of all the Allottees.
- 47** The Allottee(s) and the Promoter understands that the consideration as mentioned in the agreement is liable for Goods and Services Tax under the Goods and Services Tax Act, 2017 and is borne by the Allottee(s). The Allottee(s) shall make payment to the Promoter of GST as per the applicable rate on the agreed consideration who shall thereupon make payment of the same to the Government as prescribed by Law. However it is also clarified and agreed that the anti-profiteering benefit of GST if any has already considered in the above said consideration value and passed on to the said Allottee(s). The Allottee(s) shall not demand any separate discount/set off or claim against such applicable GST. If, however, at any time hereafter, the rates of such GST are increased or decreased by the Government, the amount payable by the Allottee(s) to the Promoter under this Clause shall vary accordingly.

FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of the said project lands)

(1) ALL THAT piece and parcel of land or ground bearing Survey No.105/1, admeasuring about 1 Hectare 93 Ares, assessed at Rs.5.78 Paisa, situated at Kiwale Village, Taluka Haveli, within the limits of the Pimpri Chinchwad Municipal Corporation, within the Sub-Registration District of Haveli, District Pune, which is bounded as under: -

On or towards the East : By Ravet-Kiwale village boundary Road;

On or towards the South : By land of Vasant Khandu Kate;

On or towards the West : By Survey No.85, Kiwale;

On or towards the North : By land of Shende family, Sandbhor family and M/s Runal Developers;

(2) ALL THAT piece and parcel of land or ground bearing Survey No.85/2+3+4/2 (online 7/12 extract bearing Survey No. 85/2/3/4/2), admeasuring about 1 Hectare 9 Ares, assessed at Rs.1. 44 Paisa, situated at Kiwale Village, Taluka Haveli, within the limits of the Pimpri Chinchwad Municipal Corporation, within the Sub-Registration District of Haveli, District Pune, which is bounded as under: -

On or towards the East : By Survey No.105, Kiwale;

On or towards the South : By land of Mr. Kisan Netke;

On or towards the West : By land of Mr. Baban Salunke and others;

On or towards the North : By land of Bapu Baburao Sandbhor
and others;

All that piece of land along with all the easement rights appurtenant to the said lands.

SECOND SCHEDULE REFERRED TO HEREINABOVE
(Description of the said Phase III land)

ALL THAT piece and parcel of land admeasuring 4554 Sq. Mtrs as shown in the layout plan annexed herewith and marked as Annexure-C-2, out of the said project lands as detailed in the First Schedule mentioned hereinabove, which is bounded as under: -

On or towards the East : By Ravet-Kiwale village boundary
road;

On or towards the South : By portion of Runal Gateway Phase-I
project formed part of land bearing
Survey No.105/1 and Survey No.
85/2/3/4/2, Kiwale Village

On or towards the West : By portion of Runal Gateway Phase-I
project formed part of land bearing
Survey No.105/1 and 85/2/3/4/2,
Kiwale Village

On or towards the North : By 18 Mtrs wide D. P. Road,

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

SIGNED, SEALED AND)
DELIVERED BY THE)
WITHIN NAMED)
PROMOTER, M/s RUNAL)
DEVELOPERS, THROUGH)
ITS SOLE PROPRIETOR)
Mr. RAJENDRA SURESH)
JAIN,)_____

SIGNED, SEALED AND)
DELIVERED BY THE)
WITHIN NAMED)
ALLOTEE(S))
(1))
)_____

(2))
)_____

In the presence of: -

1. Signature :

 Name :

 Address :

2. Signature :

 Name :

 Address :

Authenticated copies of-

- | | | |
|--------------|---|--|
| ANNEXURE-A | : | Title Report |
| ANNEXURE-B | : | 7/12 extract |
| ANNEXURE-C-1 | : | Sanctioned Layout Plan of the said Project lands. |
| ANNEXURE-C-2 | : | Proposed Layout plan of the Runal Gateway Phase III Project with common areas and amenities as mentioned in Annexure –E. |
| ANNEXURE-C-3 | : | Authenticated copy of the registration Certificate of Runal Gateway Phase III Project granted by RERA. |
| ANNEXURE-D | : | Description of the said Apartment |
| ANNEXURE-D-1 | : | |
| (A) | : | Sanctioned floor plan with area bifurcation of Carpet area, enclosed balcony and terrace area. |
| (B) | : | Floor plan with specifications of the area of the said Apartment. |
| ANNEXURE-D-2 | : | Fixture, fittings and specification and amenities of the said Apartment. |
| ANNEXURE -E | : | Common/Limited areas, amenities and facilities of the said Apartment. |
| ANNEXURE-F | : | Common expenses and Outgoings payable by the each apartment owner of the wing |

ANNEXURE-D
(Description of the said Apartment)

ALL THAT a flat bearing No. _____admeasuring ____Sq. Mtrs carpet area, enclosed balcony admeasuring _____ Sq. Mtrs, situated on the ____ floor of the building to be known as **“RUNAL GATEWAY _____WING”**, more particularly shown on the sanctioned floor plan annexed herewith and marked as Annexure-“D-1” in **RED** colour boundary line, being constructed in the **“RUNAL GATEWAY PHASE III”** project land, more particularly described in the Second Schedule written hereinabove, together with the exclusive right to use, occupy and enjoy the terrace, admeasuring _____ Sq. Mtrs, adjoining / appurtenant / abutting the said Apartment, together with _____ reserved parking situated on the Basement floor / Parking floor, which shall be allotted by the society to be formed, together also with the proportionate undivided right in the said project lands described in the First Schedule written hereinabove with the common areas, facilities and amenities provided thereon as detailed in the Annexure- “E” annexed herewith.

ANNEXURE D-2

(Fixtures, fittings and Specifications of the said Apartment to be constructed in Runal Gateway Phase III project)

I. BUILDING/ PROJECT:

1. Reinforced cement concrete structure.
2. Water storage tanks as per rules and regulations of the PCMC.
3. Letter box for each Apartment in the parking area.
4. Fire fighting system as per norms.
5. Passenger lifts (2 nos.) and stretcher lift (1no.) by Schindler or equivalent brand.
6. Recycled water connection for flushing purpose. Bore wells in project, water availability subject to water table level time to time.
7. Sewage treatment plant, Rain water harvesting, Organic waste convertor as per norms.

II. INTERNAL:

A. GENERAL:

1. 200 mm external and 160/100 mm internal RCC walls.
2. Kitchen Otta with dado tiles by RAK, Kajaria or equivalent brand, up to 2 ft. level from kitchen platform.
3. Kitchen platform in composite marble /granite by Kalinga or equivalent premium material.
4. Internal wall gypsum finish.
5. Front door, 7'7" tall and 35 mm. thick both side laminated flush door.
6. Internal doors, 7' 7" tall and 30 mm thick both side laminated flush door with door magnet.
7. Anodized Aluminium Windows:
 - a) Partly fixed and partly sliding sections, up to lintel level
 - b) with mosquito net and granite / marble bottom sills.
 - c) 8mm toughened glass for fixed section
 - d) 5mm thick glass for sliding section
8. 32" x 32" double charge vitrified flooring by RAK, Kajaria or equivalent brand.
9. Emulsion paint for internal walls and acrylic texture paint for external wall.
10. False ceiling in passage adjacent to living room, living, dining, kitchen and washroom.
11. Standard light fittings for false ceiling.
12. 10mm thick glass panels with SS Handrails in terraces. (Except the one adjacent to kitchen)
13. SS sink in kitchen by Nirali or equivalent brand.
14. Door locks by Yale or equivalent brand.

15. Fire Sprinklers in residence as per the fire department norms.
16. Wooden look Anti-skid ceramic tiles in terrace area.
17. Water Tap for dry terrace.
18. Two 15 Amp electric points in dry terrace.
19. Inlet provision for water purifier.
20. Sliding aluminium doors with 5mm thick glass panels and mosquito net for terrace.

B. WASHROOMS:

1. C.P. fittings by Grohe or equivalent brand.
2. Anti-skid flooring with dado tiles by Kajaria or equivalent brand up to lintel level in toilet and bath.
3. Sanitary ware by TOTO or equivalent brand.
4. Wash basin with counter in/attached to each bathroom by Kohler or equivalent brand.

C. ELECTRICAL:

1. Concealed copper electrical wiring.
2. Modular switches by Panasonic / Legrand/ Schneider/ or equivalent brand.
3. Switches to each apartment in adequate numbers.
4. Exhaust fan in kitchen and toilet.
5. Concealed telephone and cable point in living room.
6. Plug point in terrace.
7. Video door phone by Hikvision or equivalent brand.
8. Water heater point in washroom.
9. TV and AC point.
10. Inverter-ready electrification
11. Plug point for water purifier, chimney, router.
12. 3 phase connections for individual apartment.

III. COMMON AREAS, AMENITIES AND FACILITIES:

Common amenities and facilities to be provided with Runal Gateway phase – I as detailed in the Annexure-“E” herein (To be shared in common by Allottee(s) of Runal Gateway including all the phases, except by the Allottee(s) of commercial spaces).

ANNEXURE E

(The nature, extent and description of the common and limited/ restricted areas and facilities appurtenant to the said Apartment in general)

A. COMMON AMENITIES & FACILITIES TO BE PROVIDED TO RESIDENTIAL BUILDING:

Common amenities & facilities to be provided with Runal Gateway phase – I & Phase-II (To be shared in common by all the Allottee(s) of Runal Gateway project including all the phases, except by the Allottee(s) of commercial spaces):

1. Children's Playground with Playing Equipment.
2. Multipurpose ground.
3. Recreational hall
4. Gymnasium.
5. Indoor Games (Snooker, Table Tennis, Carom).
6. 4 ft. deep Swimming Pool with Baby pool and separate changing rooms.
7. Rooftop cafeteria.
8. Landscaping and tree plantation as per design.
9. Electricity back-up for lifts.
10. Society/ Apartment association office.
11. 24x 7 Security System with CCTV at strategic points.
12. Compound wall fencing with security cabin-cum-surveillance room near main gate.

B. COMMON / LIMITED AREAS AND FACILITIES ONLY FOR RESIDENTIAL BUILDING/S:

I. COMMON AREAS AND FACILITIES:

- a) Internal roads leading from the main road to each of the buildings.
- b) land on which the Apartments are located, except such portion/s thereof as are reserved for parking spaces and allotted to any Allottee(s) and / or any portion/s thereof.
- c) Main drainage line.
- d) The foundations, Columns, girders, beams, supports, main walls, roofs, foyers, corridors, passages, lobbies, stairs, stairways, lifts / elevators, fire escapes and entrances and exits of the Apartments.
- e) Pathways, common terrace, common gardens, etc., subject to the reservation in favour of the Promoter and / or their Allottee(s).
- f) Installation of central services, such as power, water, drainage.

- g) The water tanks (overhead / underground), bore-well, submersible pumps, pumps, filters, ducts and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
- h) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- i) All other amenities that may be provided by the Promoter for the common benefit of all the Allottee(s).
- j) All other areas as per definition of “common areas” as defined under clause (n) of section 2 in the RERA act, 2016).

II. Limited or Restricted Area.

- a) Garden area adjacent to Apartment (If allotted or given exclusive right to use).
- b) Terrace adjacent to Apartment (If allotted or given exclusive right to use).

C. COMMON AREAS AND AMENITIES FOR RESIDENTIAL AND COMMERCIAL BUILDING:

- i. Sewage treatment plant (situated in the residential area of the project).
- ii. Fire Tank and pumps (situated in the residential area of the project).
- iii. Common drainage, water and electrical lines.
- iv. Common ground water storage tank (situated in the residential area of the project) and overhead water reservoirs and plumbing machinery pumps etc.

EXCEPT RIGHT TO USE OF THE SAID ABOVE MENTIONED AMENITIES, THE ALLOTTEE(S) / SOCIETIES OR ANY OTHER ASSOCIATION OF ALLOTTEE(S) OF PHASE- III SHALL HAVE NO OTHER RIGHT OR CLAIM IN RESPECT OF THE SAID AMENITIES TO BE DEVELOPED OR CONSTRUCTED IN THE RUNAL GATEWAY PHASE-I BY THE PROMOTER ON THE SAID PROJECT LANDS.

ANNEXURE F

(Common expenses and outgoings payable)

OUTGOINGS PAYABLE BY EACH APARTMENT OWNER OF EACH WING:

1. The expenses of cleaning, maintenance, redecorating, etc., of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the Allottee(s) in common with other occupiers of other premises/ garages and the main entrances, passages, landings and staircase and lifts/ elevators of the building and enjoyed by the Allottee(s) or used by the Allottee(s) in common as aforesaid and the boundary walls of the buildings, compounds, terraces etc.
2. The cost of working, maintenance and repairs of water pumps, lift/ elevators, lights and service charges.
3. Municipal and other taxes, charges, rates, cesses etc.
4. Cost of water meter or electric meter and / or any deposit for water or electricity.
5. Salaries of clerks, chowkidars, sweepers, pump operators, etc. who are enjoyed for doing the work of the entire complex and of all the common amenities.
6. Insurance of land title and/or buildings and structures of a common nature built thereon, like watchman cabins, sub-stations for electric supply, compound walls, etc. and other services and conveniences provided for the common benefit of the entire complex.
7. Cost of maintenance, repair works, replacement costs of common gardens, internal roads, street lights and all other common amenities, whether used by the member or not.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building or buildings, structure or structures pertaining to common amenities and conveniences and services provided for the benefit of holders of all the premises in the entire complex.
9. Sinking fund as may be required under the Co-operative Societies /Apartment condominium by-laws.
10. Any expenses arising out of the decision taken by the majority of members of the society or condominium.
11. Running electricity bills and maintenance charges of Neon sign boards displaying project name “RUNAL GATEWAY” shall be bore and paid by the society time to time from society maintenance.