

AGREEMENT

This AGREEMENT FOR SALE is made and executed at Pune this day of August in the year Two Thousand & Twenty Six.

BETWEEN

M/s.ROYAL BUILDERS, Proprietary Firm having office at - Shop No.16+17, Dorabjee Enclave, Salunkhe Vihar Road, Kondhwa Khurd,

Pune – 411 048, through it's Proprietor

Mr.ALIASGAR ISMAIL ICECREAMWALA

Age - 57 years, Occupation - Business, I.T.P.A.N.: AAJPI8306C

Hereinafter referred to as "DEVELOPER" (Which expression shall unless it be repugnant to the context shall mean and include his legal heirs, executors, administrators and assigns) . . . PARTY OF THE FIRST PART.

AND

1.Mr.TOHID MOHAMMAD FARUQUE MANIYAR

Age – 31 years, Occupation – Service

I.T.P.A.N.: DQYPM7696M (Birth date 11.06.1995)

Aadhar Card No.: 2305 1322 3521

Mobile No. , Email Id – ***@gmail.com

R/at – Near Khandoba Mandir, Guruwar Peth, Ambajogai, Taluka - Ambajogai, District - Beed - 431517.

2.Mrs.RUQAIYA HUSSAIN SHAIKH

Age – 27 years, Occupation – Service

I.T.P.A.N.: LSVPS0539L (Birth date 09.03.1999)

Aadhar Card No.: 2764 2259 4681

Mobile No. , Email Id – ***@gmail.com

R/at – Yasin Ali Chawl, Road No.10, Hajurigaon, Near Gandhi Chowk, Wagale Estate, Thane west, Thane - 400604.

Hereinafter referred to as "Purchasers" (which expression

shall unless repugnant to the context shall mean & include their heirs, executors, administrators & assigns) . . . OF THE SECOND PART.

AND

1.YASHWANTNAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED a Co-operative Housing Society duly registered under the provisions of the Bombay Co-operative Societies Act, 1925 under Registration No.B-2502 on 08.06.1956, having its Registered Office at S.No.8, Yashwantnagar, Yerwada, Pune – 411 006, by the hand of its Chairman Mr.Viresh Shashikant Parekh & Secretary Mr.Harishchandra Vasant Pol.

2. KUMAR URBAN DEVELOPMENT PRIVATE LIMITED (PAN.No.AAACK7659N) (formerly known as Kumar Housing & Land Development Limited & thereafter known as Kumar Urban Development Limited), a Company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Kumar Business Centre, City S.No.29, Bund Garden Road, Pune – 411001, by the hand of its Director Mr.Viresh Shashikant Parekh through Power of Attorney Holder For No.1 & 2

through Power of Attorney Holder M/s. Living Concept Enterprises through partners 1.Mr.AFZAL ABDUL GANI KHAN

Age – 47 years, Occupation – Business

Income Tax Permanent Account No.: AADPG6220D

2.Mrs.TABASSUM AFZAL SHAIKH

Age – 44 years, Occupation – Business

Income Tax Permanent Account No.: ALNPS5742B

Both having Office at – A/104, Royal Classic Society, Next to City Mall, New Link Road, Andheri (West), Mumbai – 400 053.

through their Power of Attorney Holder

Mr.ALIASGAR ISMAIL ICECREAMWALA

Age - 57 years, Occupation - Business, I.T.P.A.N.: AAJPI8306C

Hereinafter referred to as "THE LAND OWNERS" (Which expression shall unless it be repugnant to the context or the meaning thereof mean & include the partners for time being of the said firm, the survivors or survivor of them & their heirs, executors, administrators of such last survivor) . . . PARTY OF THE THIRD PART.

(The pronounce "he" used in this agreement to refer to the purchaser above named may mean any person either a male or female, singular or plural as the case may be).

- A. WHEREAS all that piece & parcel of land bearing S.No.37, Hissa No.35, 35/1, 37A & 40 admeasuring area 22.50R, 22.50R, 37R & 15R respectively i.e. 97R situated at Kondhwa Khurd, Pune within the limits of Pune Municipal Corporation is originally belonging to Yashwantnagar Co-operative Housing Society Limited through its Chairman Mr.Viresh Shashikant Parekh & Secretary Mr.Harishchandra Vasant Pol. Hereinafter referred to as "the said First Land".
- B. And Whereas all that piece & parcel of land bearing S.No.37, Hissa No.31 admeasuring area 31R out of total area 62R situated at Kondhwa Khurd, Pune within the limits of Pune Municipal Corporation is originally belonging to Kumar Urban Private Limited. Hereinafter referred to as "the said Second Land".
- C. And Whereas Additional Collector of Pune has permitted conversion of the said land admeasuring area 9649.68 square meters as a non agricultural land and issued N.A.

Order bearing No.PRH/NA/SR/331/2003 dated 06.01.2004.

- D. And Whereas Yashwantnagar Co-operative Housing Society Limited have executed Development Agreement in favour of M/s.Kumar Housing & Land Development Limited on 15.10.2005 which is registered at the office of Sub Registrar Haveli No.3 at Serial No.2937/2006 read with Supplementary Agreement dated 26.11.2007. The said Agreement was registered at the office of Sub-Registrar Haveli No.9 at Serial No.10347/2007.
- E. And Whereas layout of the said land was submitted to PMC by M/s.Kumar Builders Consortium & PMC has sanctioned the said layout vide Commencement Certificate No.DPO/6025/F/KK/76 dated 10.10.2003 revised DPO/6965/F/KK/741 dated 22.11.2006. M/s.Kumar Builders Consortium has also submitted three buildings plan to PMC & PMC has sanctioned the said building plan vide Commencement Certificate No.CC/1662/06 dated 10.08.2006.
- F. And Whereas the land owners & M/s.Kumar Builders Consortium procured the sanctioned of PMC vide Commencement Certificate No.DPO/CC/9183/09 dated 11.01.2010, for amalgamation of above mentioned first and second land & for revision of the layout earlier sanctioned by PMC in respect of first land so as to include the said second land in such a layout.
- G. And Whereas the land owners & M/s.Kumar Builders Consortium procured the sanctioned of PMC vide Commencement Certificate No.CC/3312/11 dated 21.12.2011 for revised plans in respect of construction

of two buildings (A & B) of stilt & 11 upper floors each containing residential flats then to constructed by to the confirming party of the first land. Collector of Pune, Revenue Branch has issued N.A. Order bearing No.PMH/NA/SR/473/2012 dated 25.10.2012.

- H. And Whereas M/s.Kumar Builders Consortium have constructed A & B building known as KUMAR SUBLIME on the first land & sold the flats to prospective Purchasers.
- I. And Whereas the Promoter - M/s.Kumar Builders Consortium have not constructed the Building No.C on land admeasuring area 5433.79 square meters out of the said larger Land and they have not utilized any part of the Transfer of Development rights in the construction of A& B Building. They decided to transfer the said Development rights of the C Building to prospective Developer.
- J. And Whereas M/s.Kumar Builders Consortium have executed Development Agreement & Power of Attorney of the said land admeasuring area 3858.146 square meters out of 5433.79 square meters out of the said larger land bearing S.No.37, Hissa No.(31part) 35, 35/1, 37A & 40 situated at Kondhwa Khurd, Pune in favour of M/s.Living Concept Enterprises through its partners 1.Mr.Afzal Abdul Gani Khan 2.Mrs.Tabassum Afzal Shaikh with the consent of land owners – 1.Yashwantnagar Co-operative Housing Society Limited 2.Kumar Urban Private Limited for Rs.5,54,61,000/- on 30.12.2015 which are registered at the office of Sub Registrar Haveli No.23 at Serial No.51 & 53/2016 on

02.01.2016. Out of which Rs.3,68,70,656/- is paid & Confirming Party assures that they will pay Rs.1,85,90,344/- within Nine months to Kumar Builders Consortium.

- K. And Whereas M/s. Living Concept Enterprises can't construct the said C building therefore they decided to transfer the said development rights of the said property to prospective Developer. M/s.Living Concept Enterprises have executed Development Agreement & Power of Attorney of the said land admeasuring area 3858.146 square meters out of 5433.79 square meters out of the said larger land bearing S.No.37, Hissa No.(31part) 35, 35/1, 37A & 40 situated at Kondhwa Khurd, Pune in favour of M/s. Royal Builders through Its Proprietor Mr. Aliasgar Icecreamwala on 22.3.2016 which are registered at the office of Sub Registrar Haveli No.22 at Serial No.4527 & 4528/2016 on same day.
- L. And Whereas the Promoter - M/s.Royal Builders has submitted revised plan to PMC and PMC has sanctioned the said revised plan bearing Commencement Certificate No.CC/2619/19 on 20.11.2018, Revised No.CC/3390/22 dated 20.03.2023, Revised No.CC/0664/23 dated 20.06.2023.
- M. And Whereas the Promoter appointed J.J.Associates through its proprietor Mr.Afroz Jafer Sayed as its Architect and Arun Gokhale as R.C.C.Consultant for the said project being constructed on the said property. The Promoter has reserved right to change aforesaid Architects & Engineers before the completion of the building.

- N. And Whereas the Flat Purchaser demanded from the Promoter and the Promoter has given the inspection to the Flat Purchaser of all the documents of title relating to the said land, the sale deed, the plans, designs and specifications and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, management and transfer) Act, 1963, (hereinafter referred to as "the said Act");
- O. And Whereas the copy of the Certificate of title, issued by the Advocate of the Promoter, copies of 7/12 extract showing the nature of the title of the Promoter to the said land, on which the flats are to be constructed and the copies of the floor plans and specifications of the flat agreed to be purchased by the Flat Purchaser approved by the local authority have been annexed and marked as 'A' 'B' 'C' 'D' respectively.
- P. And Whereas while sanctioning the said plan concerned local authority and/or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building/s and upon due observance performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concern local authority.
- Q. And whereas relying upon the said offer and subject to whatever stated herein below the Promoter has agreed to sell to the Flat Purchaser the said flat at the price and on the terms & conditions hereinafter appearing.

- R. And Whereas the Purchaser is/are aware of the fact that the Promoter herein have entered or will enter similar or separate agreements with several other person/s and party/ies in respect of the other flat/s, Residential tenement/s, terraces, parking, area, garden, land adjacent to the proposed buildings etc.
- S. The Developer shall apply for registration from the Real Estate Regularity Authority within 90 days from the date of notification of Section 3 of the act. The Developer shall provide all the documents mentioned in Sec. 4 (2) of the Real Estate (Regulation & Development) Act to the said authority along with its application for registration. The Developer shall also submit his declaration under Sec.4 (2) (1) to the said authority. The Developer has opened a separate Bank Account in the **Bank of Maharashtra, Kondhwa Khurd, Pune** for the deposit of the 70% of the consideration under these presents. The Developer shall abide by its declaration & the provisions of the said Act.
- T. The Purchaser has before execution of these presents independently scrutinized the foregoing/necessary documents with the help of its Advocate & of such other documents as mentioned in the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale Management & Transfer) Act, 1963 (MOFA) & in the Real Estate (Regulation & Development) Act, 2016 & the Rules made there under as demanded by the Purchaser. The Purchaser has been completely satisfied itself in respect of the title of the Promoter to the Schedule I land & his right to construct a building/project thereon &

his right to sell the constructed Flats/Units & of the due compliance by the Promoter.

- U. The Developer has further disclosed to the Purchaser that the development of the said land shall be phase wise & the Developer shall have right to change, amend & revise the sanctioned layout plans, construction plans & the Purchaser shall not withhold his consent without any reasonable objection. Whereas the copy of the proposed layout plan & the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority bearing registration no.P52100019530. The Developer has annexed the proposed layout plan to this Agreement as an Annexure C, but without disturbing the area & the location of the said unit, the Developer shall have right to change, amend & revise the sanctioned & the Purchaser shall not withhold his/her/their consent for the same.
- V. And Whereas Clear Block Plan showing the project (Phase/Wing) which is intended to be constructed & to be sold & the said unit which is intended to be bought by the Purchaser is in the said project (Phase/Wing) which is clearly demarcated & marked & which is for the purposes of this Agreement the project in which the unit stated that the Purchaser intends to Purchase & the Purchaser shall have the right to claim the same for is annexed as Annexure C.
- W. The Developer shall form the Co-operative Society as the case may be of the Purchaser as per the wings &

when the units are sold & buildings are completed then the Condominium shall be formed.

- X. The Developer has disclosed to the Purchaser that he has got the primary sanction of **P+13** floor for said building. The Developer would apply for revision to consume the available FSI as well as the paid & premium FSI after which the Developer shall get sanction of **P+13** of said building as shown in proposed layout. The Developer through this Agreement is giving the Purchaser full knowledge that after receiving the revised sanction the project & the number of tenements of the project would increase. The Developer has given the Purchaser full knowledge about the same & the Purchaser shall issue a No Objection Certificate/Consent Deed for the additional construction after revision of the sanction plan as shown in proposed layout.
- Y. And Whereas only after getting herself satisfied about the absolute and marketable title of the Owners and Promoter/Developer, the Purchaser herein have agreed to purchase **Flat No.1002** on **Tenth** Floor admeasuring carpet area **594** square feet (55.18 square meters) and one open car Parking in the project known as "**Royal Sublime**" Building No.C Wing Lilly (B) for a total consideration of **Rs.45,00,000/-**.
- Z. And Whereas, under section 4 of the said Act the Promoter is required to execute written agreement for sale for sale of the said Flat to Purchaser being in fact these presents and also to register this Agreement under the Registration Act.

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

1. CONSTRUCTION AS PER SANCTIONED PLAN:-

The Promoter herein shall construct the Multi-storied building and complete the construction of the said Building/s on the said property in accordance with the plans, designs and specifications approved by the Pune Metropolitan Regional Development Authority, Pune or by the concerned local authority/Development controlling Authority. The said plans have been seen and approved by the Flat Purchasers.

Pune Municipal Corporation has issued occupation certificate No.OCC/0203/24 dated 29/05/2024 of 52 Flats in A wing of C Building & No.OCC/0310/24 dated 21/06/2024 of 52 Flats in B wing of C Building

2. CONSIDERATION:-

Relying on the Flat Purchasers representation and the assurances, the promoter herein agreed to sell & the flat purchaser herein have agreed to purchase herein agreed to sell & the flat purchaser herein has agreed to purchase the **Flat No.1002** on **Tenth** Floor admeasuring carpet area **594** square feet (55.18 square meters) and one open car Parking in the project known as **"Royal Sublime"** Building No.C Wing Lilly (B) More Particularly Described In The Schedule "D" Hereunder Written (Hereinafter referred to as "The Said Flat/Unit" for a total consideration of **Rs.45,00,000/-** (Rupees Forty Five Lakh only) including the price for proportionate share in the said land subject to the encumbrances of restricted areas & facilities & includes price of the common areas & facilities, appurtenant to the premises excluding all expenses for stamp duty and

registration fee, which will have to be paid by flat purchaser to the promoter or concerned local authority/government separately the nature, extent, description of the common area & facilities are described in the schedule-ii & list of the amenities to be provided in the said flat are described in the annexure "e" written hereunder. The purchase price of the said flat **Rs.45,00,000/-** (Rupees Forty Five Lakh only) as follows:

a.Rs.7,00,000/- by RTGS Transfer
No.IDFBR62026072803823550

dated 28.07.2026.

b.Rs.5,00,000/- by RTGS Transfer No.621616748654

dated 04.08.2026

through IDFC First Bank Ltd, Pune

c. Rs.8,00,000/- By Ch. No. dated--.08.2026

c. Rs.25,00,000/- To be paid within One Month.

Total Rs.45,00,000/- (Rupees Forty Five Lakh only)

being **part** payment of the sale price of the unit agreed to be sold by the Promoter to the Purchasers as earnest money or advance payment (The payment & receipt whereof the Promoter doth hereby admit & acknowledge)

3. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

It is hereby agreed that the Promoter and the Flat Purchasers shall observe and perform and comply with all terms and conditions, stipulation, restriction, if any, which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting completion certificate and of the terms and

condition of the exemption order. The Flat Purchasers shall not be entitled to claim possession of the said flat until the completion certificate in respect of the said flat/tenement is received by the Promoter and the Flat Purchasers pays all dues payable under this agreement in respect of the said flat to the Promoter.

4. AMALGAMATION

The Purchasers hereby agrees that the Promoter is entitled to amalgamate the said property with any other property or land that the Promoter may acquire adjacent to the said property and or sub-divide the said property or land including the amalgamated property as the Promoter in it's absolute discretion may decide and it is specifically agreed upon and understood by the Purchasers that the Promoters shall be in it's absolute rights, entitled to avail, get and utilize the FSI/FAR/TDR that may be sanctioned or permitted on the said property and/or such amalgamated property and shall be entitled to consume the same entirely even after the Conveyance of the said property to Society or limited company etc. and that this shall be the conditions in the Deed of Conveyance / Deed of Declaration, and the Purchaser hereby irrevocably grants consent for the same. The Purchaser hereby irrevocably accords it's consent for the purposes, provided, it does not affect the area or the location of the said premises. The Flat Purchaser have hereby given consent to the Promoters, that the Promoters and the Employees working under the Promoter will have full right to enter or take their 2 wheelers into the other premises from the said Schedule Property which will be amalgamated with this property to do the construction work and for which the Flat

Purchaser will not raise any objection at any time or obstruct the Promoters.

5. UTILISATION OF FSI/FAR/TDR:-

It is declared that sanctioned plan/s has been shown to the Flat Purchaser and the Floor space index (FSI) available is shown in the said plan/s. In this agreement, the word FSI or Floor Area shall have the same meaning as understood by the planning Authority under its relevant building regulations or by laws. The Promoter shall be entitled to Float FSI of the said property to any property and vice -versa if so permitted by the concerned authority.

6. ADDITIONAL F.S.I. OF D. P. ROAD:-

If any portion of the said property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road or any other purpose then the corporation may pay the compensation thereof in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the property by floating F.S.I. in such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built-up area in the said property either by way of construction of new building or extension to the building already constructed on the said property which are presently permitted or in any other property as per discretion of the Promoter. The Purchasers have hereby given his irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get the same sanctioned from PMC. Construct the additional units permitted by PMC and to allot/sell them to various persons. The Flat Purchaser shall have no objection for the said new allottees to be admitted as a member of the

Association/Society. If the PMC refuses in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

7. USE OF ADDITIONAL F.S.I.

The Promoter shall be entitled to use the present unutilized and/or additional built-up area FSI in respect of the said property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension to already constructed building. Likewise the Promoter shall be entitled to use FSI pertaining of the other property in this property as and when permitted by PMC and even after the properties conveyed to the Apartment Association/Society as and when desired by the Promoter.

The Promoter shall have exclusive right to use the required F.S.I. for constructing Flats upon the said property and the Promoter may and can use/sell/transfer the remaining entire balance F.S.I. of the said property as TDR usable and consumable upon other properties by amalgamation or otherwise and Promoter may revise plans for the said purpose and can get revised approvals from PMC for the same.

The Promoters shall also be entitled to transfer or assign the right of FSI to any other person as and when as per the desire of the Promoter. The property shall be and the said property shall be conveyed subject to the said right reserved by the Promoter.

8. PROMOTER ENTITLED TO USE TDRS:-

The Purchaser hereby agrees that notwithstanding anything herein, the Promoter shall be entitled to use the transfer of Development rights TDR/F.S.I. as may be permitted

by the PMC over the said property & the Purchaser of the tenements in the construction made by loading TDR on the said property or addition to be made in pursuance thereof shall be admitted as the members of the Association of apartment holders/society, are nominated by the Promoter.

9. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter has made full and true disclosure of the title of said property as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Flat Purchaser, nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of the entire document to the Flat Purchaser as required by law. The Promoter herein has also requested to the Purchaser to carry out the independent search and to investigate the title of the owners, the property, rights and authorities of the interested parties and Promoter, in respect of the said property by appointing his/her/their own advocate.

The Vendor has inform Purchaser that actual Open Space is less than as shown in sanctioned Plan due to encroachment of neighbor.

The Flat Purchaser having satisfied himself/herself/themselves with all the facts and right of the Promoter has/have entered in this agreement to purchase the residential flat described in the Annexure-D. The Flat Purchaser shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said property after execution of this agreement.

10. DELIVERY OF POSSESSION:-

The Promoter herein shall give the possession of the said Flat

to the Flat Purchaser on or before **August-2026** and on payment of all the dues payable by the Flat Purchasers to the Promoter if any in pursuance of these presents and on the Purchaser fulfilling his part of the Agreement. If any in pursuance of these presents and on the Purchaser fulfilling his part of the Agreement. If the Promoter fails or neglects to execute aforesaid document/s and hand over the possession for the reason beyond the control by the aforesaid date or within the period mentioned under section 8 of Maharashtra Ownership Flats Act, 1963, then the Promoter shall be entitled to liable, on demand to refund to the Flat Purchaser the amount already received by the Promoter in respect of the said flat with simple interest 12% p.a. from the date the Promoter received the said sum till the date the amount and interest thereon is refunded by the Promoter to the Flat Purchasers there shall, Subject to the prior encumbrance, if any, be a Charge on the said flat.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said flat on the aforesaid date, if the construction and completion of building in which the said flat is to be situated is delayed on account of;

- i. The Purchasers has/have committed any default in payment of installment as mentioned in clause No.3 written herein above.
- ii. Any extra work required to be carried in the said flat as per the requirements and at the cost of Purchasers.
- iii. Strikes, War, commotion or act of God.
- iv. Non-availability of steel, cements, other building materials, water or electric supply.
- v. Any notice, order, rule, notification of the Government

and/or public or competent authority.

- vi. Any act beyond the control of the Promoter.
- vii. Any injunction, prohibition order directive which may be passed by the court or tribunal (Judicial or quasi-Judicial) or other competent authorities as a result whereof the construction activity on the said property or any part thereof cannot be proceeded with.

11. DEFECT LIABILITY :-

The Purchaser herein shall take the possession of the said flat within 15 days from the date of Promoter giving written intimation to the Purchaser herein intimating that, the said flat is ready for use and occupation. If within a period of five years from the date of obtaining completion certificate from the Pune Metropolitan Regional Development Authority, Pune the Flat Purchasers bring to the notice of the Promoter any defect in the flat in the building in which the flats are situated or the material used thereon. Or any unauthorized change in the construction of the building, then where ever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes then the Flat Purchasers shall be entitled to receive from the Promoter reasonable compensation for such defects or change.

Provided however that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of obtaining the completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Flat Purchaser shall not carry out

any alterations of whatsoever nature in the said flat or in the fitted pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.

The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter himself and shall not mean defect/s. caused by normal wear and tear, negligent use of the Flat by the Occupants, abnormal fluctuations in the temperatures, abnormal rains, vagaries of nature etc. Defects in fittings and fixtures are not included therein etc.

12. USE OF THE SAID FLAT :-

The Flat Purchaser shall use the said flat or any part thereof or permit the same to be used for residential purpose only. Any owner or occupier of the flat shall not use it for massage center, gambling house or any illegal or immoral purpose. He/she/they shall use the allotted or common parking space only for the purpose for keeping or parking the Flat Purchaser's own vehicles.

13. FORMATION & REGISTRATION OF ASSOCIATION / SOCIETY:-

The Flat Purchaser along with other Purchaser of flats in the building/s shall join in forming and registering the Society or an Association of Apartment Owners and also from time to time sign and execute all applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body and for becoming the member including the bye laws of the proposed society or

an Association of Apartment Owners and duly fill in, sign and return to the Promoter within 15 days of the same so as to enable the Promoter to register the organization of the flat Purchasers under sec. 10 of the said Act within the time limit prescribed by the Rules 8 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Rules 1964.

Unless prevented by circumstances beyond the control of the confirming party and the promoter, it is agreed that within four months of the Registration of the society and after acceptance of the draft of sale deed by the parties concerned (i.e. by owner, promoter and society) by their mutual consent and after payment of all the dues, amounts and consideration including stamp duty etc by all the members of the Society/all the Flat Purchaser (whichever is later) the building, together with land below the building, shall be transferred to the society or as per the provisions of Maharashtra Apartment Ownership Act 1970, by the owners and the Promoters herein and (after payment of all dues including stamp duty etc. if any by the Flat Purchaser to the Promoter (whichever is later).

The owners and the Promoter herein shall execute necessary Deed of Apartment in favour of the Flat Purchaser herein and convey the said flat in favour of the flat Purchaser herein.

Provided such conveyance/s shall be as per the permission granted by and as per bye laws, rules and regulations of the Royal sublime Co-op. Housing Society Ltd., and to such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act 1970 as the case may be shall be subject to the exclusive, limited common etc. rights of the

unit/s holders and commitments of Promoter.

14. EXCLUSIVE RIGHTS OF ALLOTMENT OF PARKING, TERRACE:-

It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces of garages or terraces or open spaces or right to develop garden in adjoining open spaces to one or more person/s of their choice, for their exclusive use and such person/s may not be the owners or holders of the flat/ tenement.

The person/s to whom such terrace, or parking space/s or garages/s or open space/s are allotted shall be admitted as the members of the society or Association. It is hereby agreed that the area that mentioned in the Second Schedule should be the common area and facilitates. The Promoter shall be entitled to declare all other areas and facilitates in such manner as the promoter thinks fit.

15. CONTRIBUTION FOR OUTGOINGS:-

The Promoter will maintain the society till handing over the possession of the said flat to the Purchaser. The flat Purchaser agreed that from the date of possession if the said flat he/she/they will be liable to bear and pay all taxes, cess or such other levies to the concerned local authority and/or Govt. The Flat Purchaser shall be liable to bear and pay water charges, water pump expenses, common light meter bill, lift repairs, and maintenance salaries of chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building after the society or an Association of Apartment Owners is registered or the administration of the building/s is handed over or transferred to it. The Flat Purchaser further hereby

agrees & confirms that he will pay such contribution to the Society or Association.

16. STAMP DUTY & REGISTRATION CHARGES FOR SOCIETY FORMATION:-

The Purchaser shall bear the stamp duty and registration charges for formation of Society/Association. The Purchasers shall not pay MSEDCL charges of Rs.1,00,000/- Flat to Promoter before taking possession. included in total cost. After handing over the possession of the said flat all the expenses and charges described in Para 18 will be borne and paid by the Purchaser.

17. COVENANTS FOR THE USE AND MAINTENANCE OF THE SAID FLAT:-

The Flat Purchaser for himself/herself. themselves and with intention to bring all person into whatsoever hands the Flat may come, doth hereby covenant with Promoter as follows for the said flat and also for the building in which the flat is situated.

- A. To maintain the said flat at Flat Purchaser's own cost in good tenable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the building in which the said flat is situated, staircase or any passage which may be against the rule, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said flat is situated and in the said flat itself or any part thereof.
- B. Not to store in/outside the said flat/building surrounding area any good which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to

the construction or structure of the building or storing of which good is objected to by the concern local authority shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said flat is situated, including entrance of the building in which the said flat is situated & in case any damage is caused to the building in which the said flat is situated or to the said flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for all the consequences of the breach.

- C. To carry, at his own cost, all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the said flat is situated or to the flat which may be in breach of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority or other public authority.
- D. Not to demolish or cause to be demolished the Flat or any part thereof nor at any time or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, or nor any alteration in the elevation and outside Colour scheme of the building in which the said flat is situated and shall keep the portion,

sewers, drains, pipes in the flat and appurtenances thereto in good tenantable condition and in particular, so as to support shelter and protect other parts of the building in which the said flat is situated and shall not cause damage to the structural members in the said Flat without prior written permission of the Promoter and/or the Society or an Association of Apartment Owners.

- E. Till a conveyance of the land and the building in which the said flat is situated is executed the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said flat and the said land and building/s or any part thereof to view and examine the state and condition thereof.
- F. Not to do or cause to be done any act or thing which may render void or violable any insurances of the said land and the building in which the said flat is situated or any part thereof.
- G. To bear and pay increase in the local taxes, NA taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Flat by the Purchaser viz. user for any purpose other than for residential purpose.
- H. Not to throw dirt, rubbish or other garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and building in which the said flat is situated.
- I. The Flat Purchaser shall not let, sublet, transfer, Assign or

part with Flat Purchasers interest or benefits of this Agreement or part with the possession of the said Flat until all the dues payable by the Flat Purchasers to the Promoter under this agreement are fully paid up and only if Flat Purchasers had not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Flat Purchasers has/have intimated writing to the Promoter and Obtained written consent thereof.

- J. The Flat Purchaser shall observe and perform all the rules and regulations which the Society or an Association of Apartment Owners may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the flats 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 the Government and other public bodies. The Flat Purchasers shall also observe and perform all the stipulations and conditions laid down by the society or association of Apartment Owners, regarding the occupation and use of the Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms and conditions of this Agreement.

18. NO GRANT TILL CONVEYANCE:-

Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or of the said land and building or any part thereof. The Purchasers shall have no claim save and except

in respect of the said Unit hereby agreed to be sold to him/her/them all open spaces, parking spaces, staircase, terrace, recreation spaces etc. which will remain the property of the Promoter until the said land and building/s is/are transferred to the Society or Association of Apartment Owners as herein before mentioned.

19. FORBEARANCES :-

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as the 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 Flat Purchasers nor shall the same in any manner prejudice the rights of the Promoter.

20. PAYMENT OF GOODS & SERVICE TAX & OTHER TAXES:-

If any Tax is levied by the Govt. P.M.C. and/or any other authority or authorities on the sale of the flat. And /or any of the incidents of this transaction including Goods & Service Tax on transfer of property in goods involved in works contracts, etc. then the Purchasers shall liable to pay the same to the Promoter as and when it is demanded by the Govt., P.M.C. etc. the Promoter shall not be liable to pay the same portion of the said land and building in which the said flat situated.

21. SPECIFIC COVENANTS:-

- A. The Purchaser is/are here by prohibited from raising any objection in the matter of allotment or sale of accommodation car parking etc. on the ground of nuisance, inconvenience or annoyance for any profession, trade business etc. that has been permitted by the Law or

by local authority in the concerned locality.

- B. The Promoter has not undertaken any responsibility nor has he agreed anything with the Purchasers orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and the Owner/s other than the term expressly provided under this agreement.
- C. After the Promoter obtaining the completion certificate in respect of the said unit the Purchaser shall also execute such other documents such as supplementary Agreement with possession, possession receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might by the Promoter.
- D. In the event of the society/condominium being formed & registered before the sale & disposal of all the accommodation/units in the building, all the power, authorities & rights of the Unit Purchasers herein shall be always subject to the Promoters over all right to dispose of unsold units, tenements & allotment of exclusive right to use un allotted parking space/s, open space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchasers or any other tenement/unit holder in the building or ad-hoc committee or association of apartment or society as the case may be shall have no right to demand any amount from the promoter herein in respect of the unsold Flat/accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- E. Notwithstanding anything contained anywhere in this

agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other accommodations/units shall be subsisting until all the payments inclusive of the amount of consideration in respect of all the Flats/accommodations in the building is received by the promoter.

F. The Purchaser hereby give consent to the Promoter/Developer that they shall have full right, title and interest to use and utilize the additional FSI/TDR/FAR in respect of the said properties which may be made available by the PMC even after the conveyance deed of the said properties. The Purchasers society/Apartment Association/Limited Company or any member of the said organization shall not raise any objection whatsoever nature for the same.

22. EFFECT OF LAWS:-

This agreement shall always be subject of the provisions of the Maharashtra Ownership (Regulation of the Promotion of Construction sale, management & transfer) Act, 1963 and the Maharashtra Co-operative Societies Act, 1960 or Maharashtra Apartment Ownership Act, (Mah. Act No.XV of 1971) and the rules made there under and Income Tax Act, 1961 and rule made there under as the case may be.

23. CO-OPERATION OF PURCHASER WITH OTHER PURCHASER:-

After the possession of the premises building is handed over or after getting the completion Certificate of the building by concerned local authority if any work hereafter is required to be carried out by the Government or Municipal Corporation

or any statutory authority, the same shall be carried out by the Flat Purchasers in cooperation with the Purchasers of the other flats in the said building at their own cost and the Promoter shall not be in any manner liable or responsible for the same.

24. SERVICE OF NOTICES:-

All notice to be served on the Flat Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat Purchaser by under Certificate of posting /registered post at his/her/their address specified in the title of this Agreement or at the address intimated in writing by the Flat Purchaser after execution of this agreement.

25. FLAT PURCHASER TO SATISFY:-

Before delivery of possession of the said flat the flat Purchaser shall satisfy himself about the correctness of the area, quality of the construction work, specifications/amenities provided where after the Flat Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

26. PROMOTERS RIGHT TO ASSIGN SCHEME:-

The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in said entire scheme by or under this agreement or in the building hereinafter to be constructed thereon. Provided that the Purchasers does not in any way affect or prejudice the right hereby granted in favour of the Purchaser in the said flat.

27. NAME OF THE PROJECT:-

28. It is hereby made clear that the organization of the Flat

Purchasers for the said scheme is **Royal Sublime Co-operative Housing Society Limited** formed & and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, or Maharashtra Apartment Ownership Act, 1970 (Mah.Act No.XV of 1971) and the rules made there under bearing No.PNA/PNA(4)/HSG(TC)/28872/2005 -26 Dated 06/06/2025.

29. COLOUR SCHEME, TREES IN BROUCHER FOR ADVERTISEMENT:-

It is hereby made clear that furniture, layout or colour scheme, elevation treatment, trees, lawn, health club etc. and the consents written therein shown/provided on/in the brochure, pamphlet or literature pertaining to the project are shown/provided for limited purpose of publicity/advertisement & the same or any part thereof are not agreed to be provided by the Promoter.

30. NO RIGHT ON ANY AREAS TERRACES:-

It is understand and agreed by and between the parties hereto that the Purchaser shall have no right, title interest on the terrace above the building, open spaces, or any other tenement, parking spaces or any other area on the said property or in the building. The Purchasers shall have no right of any nature on all open spaces in the said property except the common right to use as way towards the staircase.

31. USE OF THE TERRACE ADJACENT TO THE TERRACE FLAT:-

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building including terrace above the canopy, if any, shall belong exclusively to the Promoter or

respective Purchasers of the terrace flat if so allotted. Such terrace spaces are intended for the exclusive use of the respective terrace flat/unit Purchasers. The said terrace shall not be enclosed by the flat/unit Purchasers till the permission in writing is obtained from the concern local authority and the Promoter or the Society or Association as the case may be.

32. PROMOTERS RIGHT TO ADJUST DUES:-

If any amount due and payable by the Flat Purchasers remains unpaid then the Promoter at his discretion and without prejudice to his other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Flat Purchasers and adjust the account accordingly. In case still they're dues from Flat Purchasers make demand accordingly.

33. Any exclusive use allotted by the Promoter either of the terrace, Car Park, Open space or of any other portion shall be subject to the right of the Society of association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of common amenities such as drainage, water and electric lines, etc. Also if there is no common terrace or any common area on the top of the building, other unit holders shall be entitled to erect their TV antenna (Not dish antenna) on the terrace on the top of the building, at the place convenient and suitable for both the said other unit holders and the unit holder/s to whom the right of exclusive use of terrace is allotted.

34. It is hereby made clear that the organization of the Flat Purchaser/unit holders for the said scheme shall be a Co-operative Housing Society or association of Apartment Owners to be formed & and registered under the provisions

of the Maharashtra Co-operative Societies Act, 1960, or Maharashtra Apartment Ownership Act, 1970 (Mah.Act No.XV of 1971) and the rules made there under as the case may be as per the discretion of the Promoter.

35. It is certified that the owner/consenting party has joined in the execution of this agreement merely with a view to accord their consent and for confirmation to the transaction hereby contemplated. The consenting party however shall not be able to claim directly or indirectly, any part of the consideration hereunder payable by the Purchaser. All such consideration is the property of the Promoter the consenting party is entitled to claim from the Promoter the amount of consideration recorded in the development Agreement between the owner consenting party and the Promoter.

36. JURISDICTION:-

It is hereby agreed & between the parties hereto that the Civil Courts in Pune alone shall have jurisdiction to adjudicate upon any disputes, if any which may arise by and between the parties.

37. STAMP DUTY:-

All the expenses of Stamp Duty, Registration charges, **Goods and Service Tax** if any including attorneys costs and all the incidental expenses have been agreed upon to be borne by the Purchaser and shall be borne by the Purchaser only.

38. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). Therefore the Market

Value of the said Flat premises is **Rs.26,12,500/-** which is less than agreed consideration is **Rs.45,00,000/-**. The Flat Purchaser herein has paid Stamp Duty of **Rs.3,15,000/-** & Registration Fee of **Rs.30,000/-** The said Flat Purchaser is Woman. Hence as per the Circular / Order of Government of Maharashtra dated 31.03.2021 the Purchaser is availing the concession in the 1% Stamp Duty.

39. LOCATION:- Remaining Land Div.33/511 As per ready recknor kept by the Government **Rs.39,670/- per square meter.**

ANNEXURE – A

Saheblal K.Munot

4/4 Raisonni Park Society,

S.No.580/581, Plot No.R-

9A,

Market Yard, Pune –

411037.

TITLE CERTIFICATE

This is to certify that on the basis of search of the documents produced before me, available records and information I hereby certify that in my opinion the developer title of Royal Builders through its Proprietor Mr.Aliasgar Icecreamwala to above mentioned property bearing Land bearing S.No.37, Hissa No.31, 35, 35/1, 37A & 40 admeasuring area 3858.146 square meters out of 5433.79 square meters situated at Kondhwa Khurd, Pune within the limits of Pune Municipal Corporation Pune within the registration District Pune, Joint Sub Registrar Haveli No.12, Pune is clear, marketable and free from encumbrances, charges and claims.

Pune

sd/-

Date :05.01.2019.

Advocate

SCHEDULE

(Description of the said "Plot")

SCHEDULE II - DESCRIPTION OF THE LAND

All that **Land** bearing **S.No.37**, Hissa No.**31, 35, 35/1, 37A & 40** admeasuring area **3858.146** square meters out of 5433.79 square meters situated at **Kondhwa Khurd**, Pune within the limits of Pune Municipal Corporation Pune within the registration District Pune, Joint Sub Registrar Haveli No.12, Pune.

Together with easement, appurtenances, pathways, ingress, egress, egress, and together with incidental and all other ancillary right thereto,

ANNEXURE - D

All that piece and parcel of **Flat No.1002** on **Tenth** Floor admeasuring carpet area **594** square feet (55.18 square meters) and One Open Car parking in the project known as "**Royal Sublime**" Building No.C Wing Lilly (B) constructed upon the plot described in the schedule written hereunder. The said flat is more particularly shown in the plan attached hereto annexed as annexure "C" in red colour boundary.

ANNEXURE -E

COMMON AMINITIES

- Landscape Garden, Children's play area, Jogging Track
- Back up for lift, parking passage & Water pumps
- Compound wall and Security cabin.

- Letter Box, Name Plate, Notice Board.
- Garbage Shoot
- Generator Backup
- Solar Water Heaters
- Switch Treatment Plant
- Solar Panel for Street Lights
- Rain water Harvesting
- Firefighting System
- Amphitheatre

SPECIFICATIONS:

1. Structure: Earthquake resistant R.C.C. Frame structure
2. Masonary : Black masonry for external and internal walls. External punch plaster & POP finish (Gypsum) plaster.
3. Door frame and Doors : Decorative main entrance door with brass fittings and night latch. Sal wood door frame for living room & bedroom. Marble Door frame for bathroom and toilet. Waterproof flash door with standard S.S fittings.
4. Windows : 3 track powder coated aluminium sliding windows with mesh, Marble window sill for all windows.
5. Flooring : 2 X 2 Vitrified tiles flooring in entire flat with matching skirting.
6. Kitchen : Black granite Kitchen platform with stainless steel sink and glazed tiles dado up to lintel level. Provision for Exhaust fan.
7. Toilet/Bathroom : Till lintel level glazed tiles dado with branded fittings. Hot & Cold mixer unit in bathroom.
8. Plumbing : Concealed plumbing with 'Jaguar" fittings.

9. Electrical : Concealed copper wiring with Branded switches. Tele. TV Points in living room and master bedroom. AC point in master Bedroom.
10. Painting : External decorative cement paints finish and internally good quality oil bond distemper in pleasing shades. Grills & railing in oil paint.
11. Parking : Adequate parking space with chequered tiles flooring. Outside the parking with cement blocks.
12. Lift : Automatic lifts from a trusted brand

Note:- The aforesaid specifications are general and will be provided in residential accommodation as suitable in accommodation as per the discretions of the Promoter. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed as aforesaid.

SECOND SCHEDULE

COMMON AREAS AND FACILITIES

The land and the open space described in the first Schedule (Subject to the right of exclusive use of open spaces and car parks allotted or that will be allotted to various units.)

- The footings, RCC structures and main walls of the Building.
- Staircase column in the building.
- Common drainage, Water and electrical lines.
- Common ground water storage tanks and overhead water.
- Compound walls, fencing and gates.
- Lift.

LIMITED COMMON AREAS AND FACILITIES:

- The ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted by the Promoter at its discretion and as shown in the plan.
- The scooter parks, car parks and basement (if any) and terrace on the top of the building and portion thereof will be allotted to specific unit Purchaser by the Promoter as per their discretion.
- Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

LIMITED COMMON AREAS AND FACILITIES AMONG THE UNIT IN THE RESPECTIVE BUILDING/WING ONLY

- The footing R.C.C. structures and main walls.
- Staircase columns beams walls and lift (wherever provided), Staircase and staircase landings.
- Water-storage tanks if provided separately for each building at ground and terrace level.
- Drainage, water and electrical lines.

In witness whereof the parties have signed hereunder on the aforesaid date at Pune.

Signed and Delivered By the within named Promoter

For **M/s.Royal Builders**

Mr.Aliasgar Ismail Icecreamwala

(Developers & P.A.H.of Owners)

1.Mr.Tohid Mohammad Faruque Maniyar

2.Miss Ruqaiya Hussain Shaikh

(The Flat Purchasers)

WITNESSES:

1.Sign -

Name -

Address -

2.Sign -

Name -

Address -