

AGREEMENT FOR SALE

THIS AGREEMENT for sale made and executed at Pune, on this _____ day of _____ in the year 2019

BETWEEN

NEW FRONT DEVELOPERS,
A Partnership Firm,
registered under
The Indian Partnership Act, 1932
having its Office at -
'Kshitij', 2nd floor, D G Dani Road, Final Plot No 106,
CTS No. 65/8 Erandwana, Opposite ILS Law College,
Pune 411004
PAN – AAGFN4144A
Through its duly authorised Partner,
Mr. Mukund Raghunath Deshpande,
Age - 59, Occ. - Business,

Hereinafter referred to as the 'The Promoter'

(Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include any of the partners for the time being of the said Firm and the survivors or survivor of them and the heirs, executors, administrators, assigns etc. of such survivor) PARTY OF THE FIRST PART

AND

1. _____
Age - ____ Years, Occ. -

PAN -
2. _____
Age - ____ Years, Occ. -

Residing at _____

Hereinafter referred to as the “the Allottee/s”

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/s, his / her / their successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.) PARTY OF THE SECOND PART.

AND

- 1) Mrs. Anita Ashutosh Deo
Age 47 years, Occu.- Business
- 2) Mr. Ashutosh Raghbir Deo
Age 53 years, Occu.- Business

Through their Power of Attorney holder
Mr. Mukund Raghunath Deshpande

Hereinafter collectively referred to as 'The Consenting Party' and individually referred to as the Consenting Party No. 1 and 2.

(Which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, administrators, executors, assigns, etc.) PARTY OF THE THIRD PART

WHEREAS, the land bearing Survey No.65/1/5, admeasuring 0-Hectors 5-Ares = 500 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Sanjay Dattatray Jejurikar and Mrs. Seema Sanjay Jejurikar, who purchased the said land from Mr. Keru Bala Kalamkar and others pursuant to the registered Sale Deed, dated 25.1.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.964/1996 on 9.2.1996, and pursuant to the said registered Sale Deed and their names are mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11644.

AND WHEREAS Mr. Sanjay Dattatray Jejurikar and Mrs. Seema Sanjay Jejurikar, has executed Development Agreement, and Power of

Attorney, both dated 14.05.2004 in favour of the M/s New Front Developers, a registered Partnership Firm, (hereinafter referred to as the Developer) which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.1888/2004 and 1889/2004 on 17.05.2004 respectively.

AND WHEREAS the land bearing Survey No.65/1/2, admeasuring 0-Hectors 5-Ares = 500 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Sanjay Dattatray Jejurikar and Mrs. Seema Sanjay Jejurikar, who purchased the said land from Mr. Keru Bala Kalamkar and others pursuant to the registered Sale Deed, dated 25.01.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.965/95 on 9.2.1996, and pursuant to the said registered Sale Deed their names are duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11644.

AND WHEREAS Mr. Sanjay Dattatray Jejurikar and Mrs. Seema Sanjay Jejurikar, has executed Development Agreement, and Power of Attorney, both dated 14.05.2004 in favour of the New Front Developer, which are duly registered at the Office of Sub Registrar, Haveli No. 15, Pune, at serial Nos.1888/2004 and 1889/2004 on 17.05.2004 respectively.

AND WHEREAS the land bearing Survey No.65/1/6, admeasuring 0-Hectors 2.92-Ares = 292 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Dr. (Mrs.) Meena Avinash Kulkarni and Dr. Avinash D. Kulkarni, who purchased the said land from Mr. Keru Bala Kalamkar and others pursuant to the registered Sale Deed, dated 25.01.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.967/96 on 9.2.1996, and pursuant to the said registered Sale Deed their names are duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11644.

AND WHEREAS Dr. (Mrs.) Meena Avinash Kulkarni and Dr. Avinash D. Kulkarni, have executed Development Agreement, and Power of Attorney, both dated 14.05.2004 in favour of the present New Front Developer, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.1888/2004 & 1889/2004 respectively on 17.05.2004.

AND WHEREAS the land bearing Survey No.65/1/3, admeasuring 0-Hectors 6-Ares = 600 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Mohan Vijaykumar Damle, and Mrs. Meenakshi Mohan Damle, who purchased the said land from Mr. Keru Bala Kalamkar and others pursuant to the registered Sale Deed, dated 25.01.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.963/96 on 9.2.1996, and pursuant to the said registered Sale Deed their names are duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11644.

AND WHEREAS Mr. Mohan Vijaykumar Damle and Mrs. Meenakshi Mohan Damle, have executed Development Agreement, and Power of Attorney, both dated 14.05.2004 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.1888/2004 & 1889/2004 respectively on 17.05.2004

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 10-Ares = 1000 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mrs. Ujwala Kedar Haval, who purchased the said land from Mr. Ananda Baban Murkute and others pursuant to the registered Sale Deed, dated 07.03.1996 and pursuant to the said registered Sale Deed their names are duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.7936.

AND WHEREAS Mrs. Ujwala Kedar Haval, has executed Development Agreement, and Power of Attorney, both dated 2.06.2004 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.2155/2004 and 2156/2004 respectively on 03.06.2004.

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 37-Ares = 3700 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mrs. Vinita Prabhakar Ganbote, who purchased the said land from Mr. Ananda Baban Murkute and others pursuant to the registered Sale Deed, dated 04.01.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.1672/1996, on 06.03.1996 and pursuant to the said registered Sale Deed her name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.7932.

AND WHEREAS Mrs. Vinita Prabhakar Ganbote, has executed Development Agreement, and Power of Attorney, both dated 02.06.2004 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.2154/2004 and 2158/2004 respectively on 03.06.2004

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 37-Ares = 3700 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Jasdeep Manmohansingh Bedi, who purchased the said land from Mr. Ananda Baban Murkute and others pursuant to the registered Sale Deed, dated 04.01.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.1673/1996, and pursuant to the said registered Sale Deed his name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.7933.

AND WHEREAS Mr. Jasdeep Manmohansingh Bedi, has executed Development Agreement, and Power of Attorney, both dated 02.06.2004 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.2156/2004 and 2158/2004 respectively on 3.06.2004

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 37-Ares = 3700 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Manmohansingh Bedi, who purchased the said land from Mr. Ananda Baban Murkute and others pursuant to the registered Sale Deed, dated 04.06.1996 duly registered at the Office of Sub Registrar, Haveli No.4, Pune, at serial No.1671/1996, and pursuant to the said registered Sale Deed his name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.7934.

AND WHEREAS Mr. Manmohansingh Bedi, has executed Development Agreement, and Power of Attorney, both dated 02.06.2004 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.2157/2004 and 2158/2004 respectively on 03.06.2004

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 12.14 Ares = 1214 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by 1) Mrs. Laxmibai Dagadu alias Chhabaji Murkute 2) Mr. Raghunath Dagadu alias Chhabaji Murkute, 3)Mr. Trimbak Dagadu alias Chhabaji Murkute, 4) Mr. Dhanaji alias Govardhan Dagadu alias Chhabaji Murkute, 5) Mr. Balasaheb Dagadu alias Chhabaji Murkute, 6) Mrs. Malan Shripati Tapkir, 7) Mrs. Shalan Bhagwan Pawar, 8) Mrs. Shantabai Pandurang Kotwal (Bhosale), 9) Mrs. Tarabai Sitaram Ghenand, 10) Mr. Navnath alias Natha Dnyanoba Murkute, which is their ancestral property and

their names are duly mutated on 7x12 extract and other concerned revenue records as owners / holders thereof.

AND WHEREAS 1) Mrs. Laxmibai Dagadu alias Chhabaji Murkute 2) Mr. Raghunath Dagadu alias Chhabaji Murkute, 3) Mr. Trimbak Dagadu alias Chhabaji Murkute, 4) Mr. Dhanaji alias Govardhan Dagadu alias Chhabaji Murkute, 5) Mr. Balasaheb Dagadu alias Chhabaji Murkute, 6) Mrs. Malan Shripati Tapkir, 7) Mrs. Shalan Bhagwan Pawar, 8) Mrs. Shantabai Pandurang Kotwal (Bhosale), 9) Mrs. Tarabai Sitaram Ghenand, 10) Mr. Navnath alias Natha Dnyanoba Murkute, have executed Development Agreement, and Power of Attorney, both dated 14th December, 2004, in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.5422/2004 and 5423/2004, respectively.

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 48-Ares = 4800 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by 1) Mrs. Laxmibai Dagadu alias Chhabaji Murkute 2) Mr. Raghunath Dagadu alias Chhabaji Murkute, 3) Mr. Trimbak Dagadu alias Chhabaji Murkute, 4) Mr. Dhanaji alias Govardhan Dagadu alias Chhabaji Murkute, 5) Mr. Balasaheb Dagadu alias Chhabaji Murkute, 6) Mr. Navnath alias Natha Dnyanoba Murkute, 7) Smt. Gitabai Dnyanoba Murkute, 8) Mrs. Sunita Dnyaneshwar Dhokale, 9) Mrs. Pramodini Pandharinath Sathe, which is their ancestral property and their names are duly mutated on 7x12 extract and other concerned revenue records as owners / holders thereof.

AND WHEREAS 1) Mrs. Laxmibai Dagadu alias Chhabaji Murkute 2) Mr. Raghunath Dagadu alias Chhabaji Murkute, 3) Mr. Trimbak Dagadu alias Chhabaji Murkute, 4) Mr. Dhanaji alias Govardhan Dagadu alias Chhabaji Murkute, 5) Mr. Balasaheb Dagadu alias Chhabaji Murkute, 6) Mr. Navnath alias Natha Dnyanoba Murkute, 7)

Smt. Gitabai Dnyanoba Murkute, 8) Mrs. Sunita Dnyaneshwar Dhokale, 9) Mrs. Pramodini Pandharinath Sathe, with the consent of their family members, have executed Development Agreement, and Power of Attorney, both dated 19th July, 2005, in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.4801/2005 and 4802/2005, respectively.

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 10-Ares = 1000 sq. mtrs. (2 plots admeasuring about 500 sq. mtrs. each as per the private lay-out) situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Tejas Pravin Ghadge, who purchased the said land from Dr Beck India Ltd. pursuant to two separate Sale Deed both dated 31.12.2004 both the Sale Deeds are duly registered at the Office of Sub Registrar, Haveli No. 15, Pune, at serial No. 74/2005, and 3399/2005 and pursuant to the said registered Sale Deed his name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.16495.

AND WHEREAS Mr. Tejas Pravin Ghadge, has executed Development Agreement, and Power of Attorney, both dated 24.06.2005 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.4321/2005 and 4322/2005 respectively.

AND WHEREAS the land bearing Survey No.88/1/6/11, admeasuring 0-Hectors 5.50-Ares = 550 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mr. Jasvindarsing Khera, who purchased the said land from Mr. Parshuram Mulchand Bhatia and Brig. Prabhu Mulchand Bhatia pursuant to the Registered Sale Deed dated 03.04.1997 which is duly registered at the Office of Joint Sub Registrar, Haveli No. 1, Pune, at serial No. 2443/1997 and pursuant to the said registered Sale Deed his name is duly mutated on

7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11633.

AND WHEREAS Mr. Jasvindersing Khera, has executed Development Agreement, and Power of Attorney, both dated 01.08.2005 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.5060/2005 and 5061/2005 respectively.

AND WHEREAS the land bearing Survey No.88/1/1/6/14, admeasuring 0-Hectors 6-Ares = 600 sq. mtrs. and Survey No.88/1/1/6(part), admeasuring 0-Hectors 1.5-Ares = 150 sq. mtrs. both the properties are situated at Mouje Baner, Taluka -Haveli, Dist. - Pune, are owned by Dr. Vishwas S. Patil and Mrs. Leela V. Patil, who purchased the said properties from Mr. Viresh Sidramappa Kuppugowda pursuant to the Registered Sale Deeds which are duly registered at the Office of Sub Registrar, Haveli, Pune, and pursuant to the said registered Sale Deeds their names are duly mutated on 7x12 extract and other concerned revenue records as owners / holders thereof, as per the Mutation Entry No.8263.

AND WHEREAS Dr. Vishwas S. Patil and Mrs. Leela V. Patil , have executed Development Agreement, and Power of Attorney, in respect of above mentioned property both dated 18.10.2005 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.6532/2005 and 6533/2005 respectively.

AND WHEREAS the land bearing Survey No.88/1/5/6, admeasuring 0-Hectors 0.5-Ares = 500 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mrs. Sunanda P. Kulkarni and Mr. Rajiv P. Kulkarni, who purchased the said land from Mr. Basavraj Ballappa Girisagar pursuant to the Registered Sale Deed dated 17.04.1989 which is duly registered at the Office of Joint Sub

Registrar, Haveli No. 1, Pune, at serial No.6524/1989 on 2.08.1989 and pursuant to the said registered Sale Deed in their names are mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.4995.

AND WHEREAS Mrs. Sunanda P. Kulkarni and Mr. Rajiv P. Kulkarni, has executed Development Agreement, and Power of Attorney, both dated 1.08.2005 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.5053/2005 and 5054/2005 respectively.

AND WHEREAS the land bearing Survey No.88/1/1(part), out of which an area admeasuring 0-Hectors 4.65-Ares = 465 sq. mtrs. and 0-Hectors 4.65-Ares = 465 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, was owned by Mrs. Anita Ashutosh Deo and Mr. Ashutosh Raghbir Deo, who purchased the said lands pursuant to the Registered Sale Deeds both dated 02.06.2005 which are duly registered at the Office of Sub Registrar, Haveli No.15, at serial No. 3864/2005 and 3866/2005 respectively and pursuant to the said registered Sale Deeds their names are duly mutated on 7x12 extract and other concerned revenue records as owners / holders thereof, as per the Mutation Entry No.14235 and 14236 respectively in respect of the total area admeasuring about 0-Hector 9.30-Ares = 930 sq. mtrs.

AND WHEREAS Mrs. Anita Ashutosh Deo and Mr. Ashutosh Raghbir Deo, have executed Development Agreement, and Power of Attorney, in respect of above mentioned properties both dated 07.11.2005 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.6903/2005 and 6904/2005 respectively.

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 4.65-Ares = 465 sq. mtrs. situated at Mouje Baner, Taluka -Haveli, Dist. - Pune, was owned by Mr. Kishor Bansilal

Jain, who purchased the said land from Mrs. Yashpal Sabharwal and Miss. Bhavna Yashpal Sabharwal pursuant to the registered Sale Deed dated 06.09.1999 which is duly registered at the Office of Sub Registrar, Haveli No. 4, Pune, at serial No. 5600/1999 and pursuant to the said registered Sale Deed his name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11325.

AND WHEREAS the land bearing Survey No.88/1/1(part), admeasuring 0-Hectors 4.65-Ares = 465 sq. mtrs. situated at Mouje Baner, Taluka -Haveli, Dist. - Pune, was owned by Mr. Mohanlal Dharamaji Bishnoi, who purchased the said land from Mrs. Usha Sabharwal, Mr. Ramlal Sabharwal and Miss. Bhavna Yashpal Sabharwal pursuant to the Registered Sale Deed dated 02.09.1999 which is duly registered at the Office of Sub Registrar, Haveli No. 4, Pune, at serial No. 5601/1999 and pursuant to the said registered Sale Deed his name is duly mutated on 7x12 extract and other concerned revenue records as owner / holder thereof, as per the Mutation Entry No.11326.

AND WHEREAS Mr. Kishor Bansilal Jain and Mr. Mohanlal Dharamaji Bishnoi, have executed Development Agreement, and Power of Attorney, in respect of above mentioned property both dated 01.11.2006 in favour of M/s New Front Developers, which are duly registered at the Office of Sub Registrar, Haveli No.15, Pune, at serial Nos.7634/2006 and 7635/2006 respectively.

AND WHEREAS pursuant to the aforesaid registered Development Agreements and Power of Attorneys, M/s. New Front Developers, acquired the development rights in respect of the aforesaid lands with an authority to sell the developed flats / units to the prospective purchaser/s

AND WHEREAS, M/s. New Front Developers, initially got the amalgamation plan / building plan duly sanction in respect of Survey No.88/1/1 (part) + Survey No.65/1/2+1/3+1/5+1/6, situated at Mouje Baner, Taluka Haveli, Dist. - Pune, from the concerned authorities of Pune Municipal Corporation, under Commencement Certificate No.DPO/10453/C/799 on 22nd March, 2005 and further M/s. New Front Developers, got the revised amalgamation layout and building construction plans in respect of the Survey No.65/1/2, 65/1/3, 65/1/5, 65/1/6, 88/1/6, 88/1/1/14, 88/1/1(part), 88/1/1/6/11, 88/1/5/6, 88/1/1(part) situated at Mouje Baner, Taluka Haveli, Dist. - Pune, from the concerned authorities of Pune Municipal Corporation, under Revised Commencement Certificate No.DPO/11001/C/1104 on 28th March, 2007.

AND WHEREAS M/s. New Front Developers, got the construction plans duly approved from the concerned authorities of Pune Municipal Corporation pursuant to the Commencement Certificate No.CC/0120/05, dated 2nd April, 2005, Revised-1 Commencement Certificate No.CC/0846/06, dated 3rd June, 2006, Revised-2 Commencement Certificate No.CC/4704/06, dated 29th March, 2007, Revised-3, Commencement Certificate No.CC/2467/09/22, dated 4th November, 2009 Revised-4. (The Commencement Certificates are annexed hereto)

AND WHEREAS Pursuant to the approved plans and the Commencement Certificates, M/s. New Front Developers, had constructed Six Buildings / Wings bearing Nos. A, B, C, D, E and F.

AND WHEREAS M/s. New Front Developers, have carried out and completed the entire construction of the Buildings / Wings consisting of various flats / units pursuant to the plans approved by the concerned authorities of Pune Municipal Corporation and accordingly the concerned authorities of Pune Municipal Corporation under section 263(1) of The Bombay Provincial Municipal Corporation Act, 1949,

have issued 1) Part-I Completion Certificate No.BCO/6/OC/N/43(06254) dated 18th September, 2007, in respect of Building / Wing No.C and D, 2) Part-II Completion Certificate No.BCO/6/OC/14(06043/14) dated 13th May, 2008, in respect of Building / Wing No.A and B, 3) Part-III Completion Certificate No.BPDP/Zone No.1/34(02505) dated 20th March, 2009, in respect of Building / Wing No.E, and 4) Part-IV Final Completion Certificate No.BPDP/Zone-1/202(00416) dated 15th March, 2010, in respect of Building / Wing No.F.

AND WHEREAS parts of Survey No.65/1 referred hereinabove are amalgamated by the concerned revenue authorities as per the amalgamation plan and after amalgamation, separate 7x12 extract bearing No.65/1/2+3+5+6, admeasuring 0-Hector 19-Ares = 1900 sq. mtrs. is opened pursuant to the Mutation Entry No.16766 and further, parts of Survey No.88/1/1, referred hereinabove are amalgamated by the concerned revenue authorities as per the amalgamation plan and after amalgamation, separate 7x12 extract bearing No.88/1/1+88/1/16+88/1/1/6/11, admeasuring 2-Hector 28.09-Ares = 22809 sq. mtrs. is opened pursuant to the Mutation Entry No.16766.

AND WHEREAS after amalgamation of Survey No.65/1/2+3+5+6, admeasuring 0-Hector 19-Ares = 1900 sq. mtrs. plus Survey No.88/1/1+88/1/16+88/1/1/6/11, admeasuring 2-Hector 28.09-Ares = 22809 sq. mtrs. as per the amalgamation layout the total area is 2-Hector 47.09-Ares = 24709 sq. mtrs.

AND WHEREAS out of the amalgamated layout of Survey No.65/1/2+3+5+6 and Survey No.88/1/1+88/1/16+88/1/1/6/11 total admeasuring about 2-Hector 47.09-Ares = 24709 sq. mtrs. an area admeasuring 0-Hector 33.864 Ares = 3386.40 sq. mtrs. is handed over to Pune Municipal Corporation as amenity space by M/s. New Front Developers, as the Power of Attorney holder of the respective owners referred hereinabove and accordingly the name of Pune Municipal

Corporation is duly mutated on 7/12 Extract of Survey No.88/1/1+88/1/16+88/1/1/6/11 in respect of the amenity space area admeasuring about 0-Hector 33.864 Ares = 3386.40 sq. mtrs. pursuant to Mutation Entry No. 16782

AND WHEREAS out of the amalgamated layout of Survey No.65/1/2+3+5+6 and Survey No.88/1/1+88/1/16+88/1/1/6/11 total admeasuring about 2-Hector 47.09-Ares = 24709 sq. mtrs. an area admeasuring about 0-Hector 7.46 Ares = 746 sq. mtrs. is reserved by the Pune Municipal Corporation for the Nala Garden which is retained by M/s. New Front Developers with it.

AND WHEREAS the land bearing Survey No.88/1/1(part), out of which an area admeasuring 0-Hectors 4.65-Ares = 465 sq. mtrs. and 0-Hectors 4.65-Ares = 465 sq. mtrs. total area admeasuring about 0-Hector 9.30-Ares = 930 sq. mtrs. situated at Mouje Baner, Taluka - Haveli, Dist. - Pune, is owned by Mrs. Anita Ashutosh Deo and Mr. Ashutosh Raghubir Deo, is also part of amalgamated layout and on which building G is already sanctioned by the Concerned Authorities of Pune Municipal Corporation and the M/s. New Front Developers has not constructed the said G building. The M/s. New Front Developers has reserved right to construct the said G building on the said plot by using TDR (Transferable Development rights) as and when made available by the Concerned Authorities of Pune Municipal Corporation and the M/s. New Front Developers, shall have absolute rights, authority to sell the flats / units and to receive the consideration.

AND WHEREAS the above referred owners of various lands through their duly constituted Power of Attorney holder, partner of M/s. New Front Developers and M/s. New Front Developers, executed Sale Deed dated 29.03.2012 in respect of the land admeasuring 1 Hector 96.466 Ares = 19646.60 sq. mtrs. out of the sanctioned amalgamated layout of Survey No.65/1/2+3+5+6, and Survey

No.88/1/1+88/1/16+88/1/1/6/11, together with the buildings / wings-A, B, C, D, E and F in favour of Anjor Co-operative Housing Society, Ltd. formed by the Purchasers of flat / units under the provisions of The Maharashtra Co-operative Societies Act, 1960 vide registration No. PNA/PNA/(4)/HSG(TC) / 10529 /2010-2011 dated 15th May 2010. (hereinafter referred to as the said Society)The said Sale Deed which is duly registered at the Office of Sub Registrar Haveli No. 13, Pune at Serial No. 2708/2012.

AND WHEREAS in the said Sale deed M/s. New Front Developers, has reserved right to construct G building on the land admeasuring about 0-Hector 9.30-Ares = 930 sq. mtrs. situated at Mouje Baner, Taluka -Haveli, Dist. - Pune, is owned by Mrs. Anita Ashutosh Deo and Mr. Ashutosh Raghubir Deo, out of Survey No.88/1/1+88/1/16+88/1/1/6/11, (out of the amalgamated layout of Survey No.65/1/2+3+5+6, and Survey No.88/1/1+88/1/16+88/1/1/6/11,)

AND WHEREAS, Anjor Co-operative Housing Society, Ltd. has given its consent for development and construction on the land admeasuring 930 Sq.mtrs out of Survey No.88/1/1+88/1/16+88/1/1/6/11, (out of the amalgamated layout of Survey No.65/1/2+3+5+6, and Survey No.88/1/1+88/1/16+88/1/1/6/11,) (hereinafter referred to as the Project land and which is more particularly described in Schedule I written hereunder) and has also given its consent for sale of flat/s to the intending Purchasers who will be admitted as the members of the said society.

AND WHEREAS, the Promoter got the building construction plans of G wing / building duly approved from Pune Municipal Corporation vide Commencement Certificate No. CC/1667/19, dated 19.10.2019 on the said project land (which is more particularly described in Schedule-I written hereunder) in respect of building having ground floor parking plus **10** upper floors. The Promoter has absolute right to get the

aforesaid building plans duly revised for construction of upper floors as per the D.C. Rules by using the T.D.R. as per the Promoter's sole and exclusive discretion.

AND WHEREAS, by virtue of the deeds and documents, the Promoter has sole and exclusive rights to develop the said project land and the Promoter has right to construct, sale the flats / units and to sell covered parking spaces etc. in the said wing / building No. **G** of the Project known as "**Anjor (Gold)**" being constructed on the said project land and to enter into an Agreement/s with the prospective purchaser/s and to receive sale price thereof.

AND WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the said project land in accordance with the recitals hereinabove;

AND WHEREAS, the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the said Project Land a building having ground / parking floor, **10** upper floors for which the plans are duly approved by Pune Municipal Corporation vide Commencement Certificate No CC/1667/19, dated 19.10.2019. The Promoter has absolute right to use T.D.R. as per the Promoter's sole and by getting the revised building construction plans duly approved from Pune Municipal Corporation.

AND WHEREAS the Allottee is offered a Flat / Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said "Flat / Apartment") in the wing / building No. **G** of the Project known as "**Anjor (Gold)** " (herein after referred to as the said "building") being constructed on the said project land by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **Ar. Avinash Nawathe (ANA Consortium PVT Ltd.)** registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter has appointed **Mr. Shriram Mone (S W Mone & Associates)** a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of Development Agreement and Power of Attorney the Promoter alone has the sole and exclusive right to sell the flats/ Apartments in the said G wing / building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s) of the Flats / Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architects Ar. Avinash Nawathe (ANA Architects)** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoter to the said project land on which the Flats / Apartments are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans, of the Layout as approved by the concerned Local Authority.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans have been annexed hereto and marked as Annexure C and specifications and amenities of the Flat / Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto and marked as Annexure D.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall also obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupation Certificate of the said Building.

AND WHEREAS 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 project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS, the Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned and proposed plans.

AND WHEREAS, the Allottee has applied to the Promoter for allotment of a Flat / Apartment No. _____ on _____ floor in the building being constructed on the said Project Land.

AND WHEREAS the carpet area of the said Flat / Apartment is _____ square meter, and "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 Flat / Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat / Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat / apartment.

AND WHEREAS 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-

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____ (Rupees _____ only) being part payment of the sale consideration of the Flat / Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Maharashtra Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____ **and have been annexed hereto and marked as Annexure E;**

AND WHEREAS under section 13(1) of the said Act the Promoter is required to execute a written Agreement for sale of said Flat / Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 hereby agrees to purchase the Flat / Apartment along with right to use exclusively allotted _____ covered parking space.

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

1. The Promoter shall construct the said G wing / building consisting of ground / parking floor and ten upper floors and top terrace as per the building construction plans sanctioned by the concerned authorities of Pune Municipal Corporation on the said project land (amalgamated lands as per the amalgamation layout) and 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 in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any local, Government, semi Government authorities or due change in law, rules and regulations.

1.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat / Apartment No. _____ of admeasuring _____ sq. metres carpet area exclusive enclosed balcony admeasuring about ____ Sq. mtrs. and open terrace area admeasuring about _____ Sq. mtrs. situated on

..... floor in the wing / building No. **G** of the Project known as “**Anjor (Gold)**” (hereinafter referred to as "the Flat / Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2 for** the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat / Apartment including the proportionate price of the common areas and facilities).

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs** _____/- (**Rupees** _____ **only**) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.**_____-/- (**Rupees** _____ **Only**) in the following manner :-

i. Amount of Rs._____-/- to be paid to the Promoter at the time of execution of Agreement

ii. Amount of Rs _____/- to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat / Apartment is located

iii. Amount of Rs. _____/- to be paid to the Promoter on completion of the all slabs including podiums and stilts of the building or wing in which the said Apartment is located

iv. Amount of Rs. _____/- to be paid to the Promoter on completion of the walls and internal plaster of the Flat/Apartment

v. Amount of Rs. _____/- to be paid to the Promoter on completion of the flooring, plumbing and waterproofing of the said Flat / Apartment

vi. Amount of Rs. _____/- to be paid to the Promoter on completion of the external plaster, windows, elevation of the building or wing in which the said Flat / Apartment is located

vii. Amount of Rs. _____/- to be paid to the Promoter on completion of the electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement, lifts, water pumps, of the building or wing in which the said Flat / Apartment is located

viii. Balance Amount of Rs. _____/- against and at the time of handing over of the possession of the Flat / Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(c) The Allottee has undertaken the responsibility to pay the TDS in time and the Allottee shall be responsible for penalty and consequences for nonpayment of TDS in time and shall keep indemnified the Promoter in that behalf. Any deduction made by the Allottee on account of Tax Deduction 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 submitting the TDS Certificate and provided that the amount mentioned therein matches with the relevant provisions of Law.

1(d) The Total Price above **excludes** Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and

carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat / Apartment. The Allottee has agreed to pay the GST and /or any other Tax payable on the purchase of the said flat.

1(e) 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 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, which shall only be applicable on subsequent payments.

1(f) The carpet area of the Flat / Apartment is calculated as per the definition given in The Real Estate (Regulation and Development) Act, 2016 (RERA) subject to fluctuation of not more than 3%. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. In case the fluctuation in the carpet area of Flat / Apartment is found more than 3% then 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary

adjustments shall be made at the same rate per square feet as agreed in Clause 1(a) of this Agreement.

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

2.1 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 Flat / Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Wing / Building No. G is 2899.87 square meters only and Promoter has planned to utilize Floor Space Index if permissible by availing TDR (slum TDR) or FSI available on payment of premiums or FSI available as incentive FSI,

paid FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index to be utilized by him on the said project Land in the said Project and Allottee has agreed to purchase the said Flat / Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, TDR, paid FSI or premium FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee 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 promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee,

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 the Agreement. If the Allottee 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat / Apartment which may till then have been paid by the Allottee to the Promoter.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat / Apartment

5.

6. The Promoter shall give possession of the Flat / Apartment to the Allottee on or before **31st day of December 2021**. If the Promoter fails or neglects to give possession of the Flat / Apartment to the Allottee 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 the amounts already received by him in respect of the Flat / Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat / Apartment on the aforesaid date, if the completion of building in which the Flat / Apartment is to be situated is

delayed on account of - (i) war, civil commotion or act of God; (ii) war, civil commotion or act of God (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat / Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of receipt of such notice and the Promoter shall give possession of the Flat / Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat / Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment is ready for use and occupancy by paying the entire balance consideration and other amounts mentioned in this Agreement payable by the Allottee to the Promoter.

7.3 Failure of Allottee to take Possession of Flat / Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat / Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat / Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat / Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat / Apartment or the building in which the Flat / 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the Flat / Apartment or from the date on which the Promoter has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said Flat / Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Flat / Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void and the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee of Flat / Apartment below or any affected flat. If due to the Allottee or any other Allottee/s act or negligence, the Allottee's flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

8. The Allottee shall use the Flat / Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall

use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Promoter has already formed a Cooperative Housing Society known as Anjor Cooperative Housing Society Limited, vide registration No. PNA/PNA/(4)/HSG(TC) / 10529 /2010-2011 dated 15th May 2010 under the provisions of The Maharashtra Co-operative Societies Act, 1960. The Allottee has agreed to become the Member of said Society. The Allottee shall submit the application along with requisite fees and share money to become member of said Society only after payment of entire agreed consideration to the Promoter. The Allottee shall be abide by the Byelaws, Rules and Regulations of the said Society.

9.1 The Promoter shall transfer, convey the land admeasuring 930 sq. mtrs. along with the Wing / Building No. G, consists of various flats, to the said Anjor Cooperative Housing Society Ltd., within Six months from the date of receipt of completion certificate from the concerned authorities of Pune Municipal Corporation and by reserving its right to sell the unsold flats to the intending purchasers and to receive the consideration from them.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat / Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat / Apartment) of outgoings in respect of the project land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, 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 Wing / Building No.G. The

Allottee shall pay to the Anjor Cooperative Housing Society Ltd., such proportionate share of outgoings as may be determined.

11. The share money, and all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said association and for preparing its rules, regulations and bye-laws are included in the consideration payable by the Allottee to the Promoter, however the Allottee shall pay the cost of preparing and engrossing the conveyance as and when demanded by the Promoter.

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said member of the association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building of the building together with the project land and amenities.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report issued by the Advocate of the Promoter, and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Land or the Project except those disclosed in the title report.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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 Project, project land 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 Project, project land, Building/wing and common areas;

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat / Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat / Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed / Deed of Apartment of the structure to the association of allottees the Promoter

shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat / Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat / Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat / Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat / 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 Flat / Apartment is situated and the Flat / Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat / 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 Flat / 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 which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat / Apartment is situated, including entrances of the building in which the Flat / Apartment is situated and in case any damage is caused to the building in which the Flat / Apartment is situated or the Flat / Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat / Apartment and maintain the Flat / Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat / Apartment is situated or the Flat / 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat / 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 Flat / Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat / 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 Flat / Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat /

Apartment without the prior written permission of the Promoter and/or association.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat / Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat / Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations and the Byelaws of the Anjar Cooperative Housing Society Limited, and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said

buildings 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 shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the Flat / 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.

xi. Till a conveyance of the building in which Flat / Apartment is situated is executed in favour of the members of the association, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat / Apartment is situated is executed in favour of said Society the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit.

16. 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 and Building and the project land or any part thereof. The Allottee shall have no claim save and except in respect of the Flat / Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will

remain the property of the Promoter until the said structure of the building is transferred to the said Society.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Flat / 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 who has taken or agreed to take such Flat / Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee 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 and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the 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 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat / Apartment to the total carpet area of all the Flat / Apartment in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments 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.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee : _____

(Allottee's Address) : _____

Notified Email ID: _____

Promoter - NEW FRONT DEVELOPERS

(Promoter Address) : 'Kshitij', 2nd floor, D G Dani Road, Final Plot No 106, CTS No. 65/8 Erandwana, Opposite ILS Law College, Pune 411004

Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees 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 to consider as properly served on all the Allottees.

29. Stamp Duty and Registration :- The charges towards stamp duty of Rs _____ and Registration of Rs _____ of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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 courts will have the jurisdiction for this Agreement

SCHEDULE-I

(Description of property)

All that piece and parcel of the land admeasuring about 0-Hector 9.30-Ares = 930 sq. mtrs. out of Survey No.88/1/1+88/1/16+88/1/1/6/11, (out of the amalgamated layout of Survey No.65/1/2+3+5+6 and Survey No.88/1/1+88/1/16+88/1/1/6/11) situated at Mouje Baner, Taluka -Haveli, Dist. – Pune within the limits of Pune Municipal Corporation, and within Registration Sub District Taluka - Haveli and Registration District of Pune and the boundaries of the entire layout are as under:-

On or towards the

East : By Road

South : By Plot No. 3 out of Survey No. 88/1/1

West : By Property of Anjor Co-operative Housing Society, Ltd

North : By Road

along with the structure standing thereon and alongwith all rights easement and appurtenances thereto and along with right of ingress and egress and together with right to use maximum FSI and TDR.

SCHEDULE-II
(Description of the Flat)

All that piece and parcel of the premises bearing Flat / Apartment No. _____ of admeasuring _____. sq. metres carpet area exclusive enclosed balcony admeasuring about ____ Sq. mtrs. and open terrace area admeasuring about ____ Sq. mtrs. situated on _____ floor in the wing / building No. **G** of the Project known as “**Anjor (Gold)**” being constructed on the property more particularly described in Schedule-I mentioned hereinabove. The said Flat is shown on the floor plan annexed hereto in red color boundary line. The area of the Flat is approximate.

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.

Photo	Thumb Impression	Signature
		NEW FRONT DEVELOPERS Through its duly authorised Partner, Mr. Mukund Raghunath Deshpande
		Promoter

Photo	Thumb Impression	Signature
		1) _____
		2) _____
		The Allottee/s

Photo	Thumb Impression	Signature
		_____ 1) Mrs. Anita Ashutosh Deo 2) Mr. Ashutosh Raghubir Deo Through their Power of Attorney holder NEW FRONT DEVELOPERS Through its duly authorised Partner, Mr. Mukund Raghunath Deshpande
		The Consenting Party'

Witnesses :-

1. Signature -

Name -

Address -
2. Signature -

Name -

Address -

ANNEXURE –A

Title Report handed over separately

Title Certificate

ANNEXURE –B

(Copies of extract Village Forms VI or VII and XII showing nature of the title of the Consenting Party to the said land).

ANNEXURE C

The authenticated copies of the plans and specifications of the Flat / Apartment agreed to be purchased by the Allottee, as approved by the concerned local authority

ANNEXURE –D

SPECIFICATIONS of Constructions

Structure	:	R. C. C. framed Structure
Masonry	:	External and Internal: 6" Blockwork
Plaster	:	(External) : Sand faced (Internal) : POP finished
Flooring	:	Living, Dining & Kitchen marble finish tiles Master bedroom wooden flooring
Windows	:	Granite window jambs Three track powder coated Aluminum sliding windows with mosquito nets, safety grills
Doors	:	High quality main door with safety door Wooden doors with laminated finish Stainless steel high polished fittings
Kitchen	:	Granite platform with kitchen cabinates

			Ceramic dado upto the lintel Separate tap for drinking & washing water
Toilets	:		Concealed plumbing. High class sanitary ware High class fittings with single lever mixers Ceramic tile dado upto 7'0" ht. Non slip ceramic flooring Glass enclosures for shower areas
Electrification	:		Concealed with copper wiring Modular switches of good quality Distribution board with ELCB Power backup for fans, lighting and TV TV connections in bedrooms and living room Air Conditioner provisions for all bedrooms
Painting	:	(External) (Internal)	: Textured paint : Luster paint

AMENITIES

- Attractive elevation surely to become a landmark.
- Spacious, designed lobbies and staircase.
- Automatic elevators of reputed make.
- Solar water heating system
- Well – lit ambience
- Intercom system within the building
- Well – lit ambience
- Firefighting system
- Earthquake resistant structures
- Rain water harvesting
- Power backup for elevator, common lighting and pumps.
- Underground and overhead water tanks of adequate capacity.
- Three phase MSEB connection
- Tube well backup for water supply
- Compound wall with gates.
- All existing amenities of Anjor society

ANNEXURE –E

Authenticated copy of the project granted by the Maharashtra Real Estate Regulatory authority

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.