CHETANA DEVELOPERS

Bhokari,Vadavali,Bhiwandi,Thane,Maharashtra-421302

Annexure "A"

AGREEMENT FOR SALE

Village -**SHAHAPUR**
Building Name**"MAHESHVARA AVENUE"**
Flat No-....,
Carpet area-.....sq.Meters
Floor-.....,
Buildnig No-.....
Consideration Cost-**Rs**...../-
Stamp Duty-**Rs**...../-
Reg.Fee-**Rs**...../-

THIS ARTICLE OF AGREEMENT MADE AT SHAHAPUR ON THIS ..... DAY OF....., 2024.

B E T W E E N

M/s. CHETANA DEVELOPERS, through its Proprietor **Mrs. KALYANI SHIVAJI GORALE,** age-29 years, PAN No.DLVPK5591M, UID no.9880 1847 6412, office at-Bhokari, Vadavali, Tal.Bhiwandi, Dist Thane-421601. hereinafter called and referred to as the **"PROMOTER /BUILDER /DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) **being the party of the first part.**

A N D

Mr. ....., aged about-.... years, PAN No. ....., Residing At. ..... hereinafter collectively called and referred to as the **"PURCHASER/S/ALLOTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) **being the Party of the Second Part.**

AND WHEREAS Mrs.Kalyani Shivaji Gorale proprietor of M/s.Chetana Developers is the owners & absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land described in schedule hereunder which is situate, at village Shahapur, Taluka. Shahapur, Dist Thane, and within the limits of Tahasildar Shahapur,

For CHETANA DEVELOPERS

Proprietor

Zilha Parishad Thane, Panchayat Samiti Shahapur, and Nagar Panchayat Shahapur bearing Survey No.62/8, area-255.00 Sq.Meters & Survey No.69/2/C, area-3700.00 Sq.Meters total admeasuring 3955.00 Sq Meters and more particularly described in the First Schedule written hereunder. Hereinafter for brevity's sake referred to as the said 'Said Property.'

AND WHEREAS Mrs.Lalita Shrigopal Poddar is the owner & absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Survey No.62/8, area-255.00 Sq.Meters and more particularly described in the First Schedule written hereunder.

AND WHEREAS Mr.Vilas Vishwas Chavan & Mr.Ganesh Ramesh Avsare are the owners & absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Survey No.69/2/C, area-3700.00 Sq.Meters and more particularly described in the First Schedule written hereunder.

AND WHEREAS by the Registered Sale deed vide it's No.661/2023, dt.16/02/2023 which is executed between the owner of said property i.e Mrs.Lalita Shrigopal Poddar and Mrs.Kalyani Shivaji Gorale for property bearing Survey No.62/8, area-255.00 Sq.Meters. As such by way of said Sale deed Mrs.Kalyani Shivaji Gorale became a absolute owner of said property. A copy of the said Sale deed is handed over to the Purchasers and the contents thereof and obligations therein are known to the Purchasers.

AND WHEREAS by the Registered Sale deed vide it's No.3671/2023, dt.04/08/2023 which is executed between the owners of said property i.e Mr.Vilas Vishwas Chavan & Mr.Ganesh Ramesh Avsare and Mrs.Kalyani Shivaji Gorale for property bearing Survey No.69/2/C, area-3700.00 Sq.Meters. As such by way of said Sale deed Mrs.Kalyani Shivaji Gorale became a absolute owner of said property. A copy of the said Sale deed is handed over to the Purchasers and the contents thereof and obligations therein are known to the Purchasers.

AND WHEREAS the PROMOTERS/BUILDERS/OWNERS herein have proposed to construct a multi storied building consisting of various residential units.

For CHETANA DEVELOPERS

Proprietor

AND WHEREAS the BUILDERS/DEVELOPERS/OWNERS herein have got the necessary building plans prepared and had got the same duly approved from Assistant Director, Town Planning authority Thane Vide it's letter No.NAP/CONSTRUCTION PERMISSION/MOUJE SHAHAHPUR,TAL SHAHAPUR/ASS. DIRECTOR THANE/678,dated-07/02/2024. In pursuance of said approval the Assistant Town Planner Shahapur Nagarpanchyat & the Chief Executive Officer of Shahapur Nagarpanchayat, has granted Construction permission in respect of the said land under outward No. SNP/NRV/Construction Permission-2609/2023-2024. The authenticated copies of the plans of the Building of the said project as approved by the concerned Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the copy of the proposed building/phase/wing plan showing future proposed development as disclosed by the Builder/developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure D1.**

AND WHEREAS the clear plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C2.**

AND WHEREAS the Promoters herein in pursuance to the above referred permissions have intention to commence, carry out building known as **"MAHESHVARA AVENUE"** on the property bearing Survey No.62/8, area-255.00 Sq.Meters & Survey No.69/2/C, area-3700.00 Sq.Meters total admeasuring 3955.00 Sq Meters at village Shahapur. And the said property is more particularly described in the **SCHEDULE "A"** hereunder written. Hereinafter for the sake of brevity and always called and referred to as the said **"PROPERTY UNDER DEVELOPMENT".**

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with there recitals hereinabove;

AND WHEREAS the Vendor/Original Owner/Promoter is in possession of the project land.

For CHETANA DEVELOPERS

Partner

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) Building No.1 having Stilt +16 floors, Building No.2 having Stilt +7 floors, 1 Bungalow Ground +1 floors & 1 Club House Ground + 1 (here specify number of Basements,/ podiums /stilt and upper floors)

AND WHEREAS the Allottee is offered a Flat bearing number..... on the .....Floor,in Building No..... (herein after referred to as the said "Apartment") in the wing of the Building called **"MAHESHVARA AVENUE"** (herein after referred to as the said "Building") being constructed in said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, No.....; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the ownership basic the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee (s)/s of the 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 Mr.Karan Mahendra Sharma, Architectural Planners & Engineers 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 and Regulations made there under;

For CHETANA DEVELOPERS

Director

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 extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure' A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked asAnnexureC-2,

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy 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 saidbuildingandupondueobservanceandperformanceofwhichonlythecompletionoroccupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

For CHETANA DEVELOPERS

Director

AND WHEREAS the Allottee has applied to the Promoter for allotment of a Flat No.....on.....floor in the Building No..... being constructed in the **"MAHESHVARA AVENUE"** Project,

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

ANDWHEREAS ,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 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 herein after appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai, no.....;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said 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 (Apartment/Plot) and the garage/covered parking (if applicable).

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

For CHETANA DEVELOPERS

Partner

1. The Promoter shall construct the said building/s consisting of **Stilt** and **16** upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No.....,carpet are admeasuring..... sq. metres on.....floor in the building no.1 known as **"MAHESHVARA AVENUE"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common are as and facilities appurtenant to the premises, the nature, extent and description of the common are as and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter here by agrees to sell to the Allottee garage bearing Nos.....situated at.....basement and/or stilt and/or____podium being constructed in the layout for the consideration of Rs......./-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos..... situated at.....Basement and/or stilt and /or ..... Podium being constructed in the layout for the consideration of Rs...../-.

1(b) The total aggregate consideration amount or the apartment including garages/covered parking spaces is thus Rs...../-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs...../-(Rupees.....only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.....(Rupees ....)in the following manner:-

i. Amount ofRs...../-(.....) (not exceeding 30% ofthe total consideration) tobepaidtothePromoterafter theexecutionofAgreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total

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Proprietor

consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing inwhichthesaidApartmentislocated.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) tobe paid to the Promoter on completion of the slabs including podiums and stiltsofthebuildingorwinginwhichthesaidApartmentislocated.

iv. AmountofRs...../-(.....)(notexceeding75%ofthetotalconsideration)to be paid to the Promoter on completion of the walls, internal plaster, flooringsdoorsandwindowsofthesaidApartment.

v. Amount ofRs...../- (.....) (not exceeding80% of the total consideration)to be paid to the Promoter on completion of the Sanitary fittings, staircases, liftwells,lobbiesuptothefloorlevelofthesaidApartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to bepaid to the Promoter on completion of the external plumbing and externalplaster, elevation, terraces with waterproofing, of the building or wing in whichthesaidApartmentislocated..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electricalfittings, electro, mechanical and environment requirements, entrance lobby/s,plinthprotection,pavingofareasappertainandallotherrequirementsa smaybe prescribed in theAgreementofsale ofthe building orwing inwhich thesaidApartmentislocated.

viii. BalanceAmountofRs...../-(.....)againstandatthetimeofhandingoverof the possession of the Apartment to the Allottee on or after receipt of occupancycertificateorcompletioncertificate.

1(d)TheTotalPriceaboveexcludesTaxes(consistingoftaxpaidorpayableby thePromoter by way of Value Added Tax, Service Tax, and Cess or any other similartaxes which may be levied, in connection with the construction of and carrying out theProject payable by the Promoter) up to the date of handing over the possession of the[Apartment/Plot].

1(e)TheTotalPriceisescalation-free,saveandexceptescalations/increases,duetoincrease on account of development charges payable to the competent authority and/orany other increase in charges which may be levied or imposed by the competentauthorityLocalBodies/Governmentfromtimetotime.ThePromoterunder takesandagreesthatwhileraisingademandontheAllotteeforincreaseindevelopment charges, cost, or levies imposed by the competent authorities etc., the Promoter

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shallenclosethesaidnotification/order/rule/regulationpublished/issuedinthatbehalftothat effect along with the demand letter being issued to the Allottee, which shall onlybeapplicableonsubsequentpayments.

1(f)The Promoter may allow, in its sole discretion, a rebate for early payments of equalinstallments payable by the Allottee by discounting such early payments @% perannum for the period by which the respective instalment has been preponed. Theprovision for allowing rebate and such rate of rebate shall not be subject to anyrevision/withdrawal,oncegrantedtoanAllotteebythePromoter.

1(g)The Promoter shall confirm the final carpet area that has been allotted to the Allotteeafter the construction of the Building is complete and the occupancy certificate isgranted by the competent authority, by furnishing details of the changes, if any, in thecarpet area, subject to a variation cap of three percent. The total price payable for thecarpet area shall be recalculated upon confirmation by the Promoter. If there is anyreduction in the carpet area within the defined limit then Promoter shall refund theexcess money paid by Allottee within forty-five days with annual interest at the ratespecified in the Rules, from the date when such an excess amount was paid by theAllottee. If there is any increase in the carpet area allotted to Allottee, the Promotershall demand additional amount from the Allottee as per the next milestone of thePayment Plan. All these monetary adjustments shall be made at the same rate persquaremeterasagreedinClause1(a)ofthisAgreement.

1(h)TheAllotteeauthorizesthePromotertoadjust/appropriateallpaymentsmadebyhim/her under any head(s) of dues against lawful outstanding, if any, in his/her nameas the Promoter may in its sole discretion deem fit and the Allottee undertakes not toobject/demand/directthePromotertoadjusthispaymentsinanymanner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall befurthersubdividedintomultipleinstalmentslinkedtonumberofbasements/podiums/floorsincaseofmulti-storiedbuilding/wing.

2.1 ThePromoterhereby agreestoobserve,perform andcomply withalltheterms,conditions, stipulations and restrictions if any, which may have been imposed by theconcerned local authority at the time of sanctioning the said plans or thereafter andshall, before handing over possession of the Apartment to

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the Allottee, obtain from theconcerned local authority occupancy and/or completion certificates in respect of theApartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shallabide bythe time schedule for completing the project and handing over the [Apartment/Plot] tothe Allottee and the common areas to the association of the allottees after receiving theoccupancycertificateorthecompletioncertificateorboth,asthecasemaybe.Similarly, the Allottee shall make timely payments of the instalment and other duespayable by him/her and meeting the other obligations under the Agreement subject tothesimultaneouscompletionofconstructionbythePromoterasprovidedinclause1(c)hereinabove.("PaymentPlan").

3. The Promoter hereby declares that the Floor Space Index available as on date inrespect oftheprojectland is .....squaremeters only andPromoterhasplannedtoutilizeFloorSpaceIndexof__ _____byavailingofTDRorFSIavailableon payment of premiums or FSI available as incentive FSI by implementing variousscheme as mentioned in the Development Control Regulation or based on expectationof increased FSI which may be available in future on modification to DevelopmentControlRegulations,whichareapplicabletothesaidProject.ThePromoterhasdisclosedtheFloorSpaceIndexof _____asproposedtobeutilizedbyhimonthepro ject land in the said Project and Allottee has agreed to purchase the said Apartmentbased on the proposed construction and sale of apartments to be carried out by thePromoter by utilizing the proposed FSI and on the understanding that the declaredproposedFSIshallbelongtoPromoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project andhanding over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to theAllottee, who does not intend to withdraw from the project, interest as specified in theRule, on all theamounts paid by the Allottee, for every month of delay, till thehanding over of the possession. The Allottee agrees to pay to the Promoter, interest asspecified in the Rule, on all thedelayed payment which become due and payable bythe Allottee to the Promoter under the terms of this Agreement from the date the saidamountispayablebytheallottee(s)tothePromoter.

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4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1above, on the Allottee committing default in payment on due date of any amount dueand payable by the Allottee to the Promoter under this Agreement (including his/herproportionate share of taxes levied by concerned local authority and other outgoings)and on the allottee committing three defaults of payment of instalments, the Promotershallathisownoption,mayterminatethisAgreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, byRegistered Post AD at the address provided by the allottee and mail at the e-mailaddress provided by the Allottee, of his intention to terminate this Agreement and ofthe specific breach or breaches of terms and conditions in respect of which it isintended to terminate the Agreement. If the Allottee fails to rectify the breach orbreachesmentioned by the Promoter withinthe period ofnotice then at the endofsuchnoticeperiod,promotershallbeentitledtoterminatethisAgreement.

Provided further that upon termination of this Agreement as aforesaid, the PromotershallrefundtotheAllottee(subjecttoadjustmentandrecoveryofanyagreedliquidated damages or any other amount which may be payable to Promoter) within aperiod of thirty days of the termination, the instalments of sale consideration of theApartmentwhichmaytillthenhavebeenpaidbytheAllotteetothePromoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenitieslikeoneormoreliftswithparticularbrand,orpricerange(ifunbranded)tobeprovided by the Promoter in the said building and the Apartment as are set out inAnnexure'E',annexedhereto.

6. ThePromoter shall give possession of the Flat to the Allottee on or before **31st day of March 2029.** If the Promoter failsorneglectstogivepossession of the Apartment to the Allottee on account of reasons beyond his controland of his agents by the aforesaid date then the Promoter shall be liable on demand torefund to the Allottee the amounts already received by him in respect of the Apartmentwith interest at the samerate as may mentioned in the clause 4.1 herein above fromthe date the Promoter received the sum till the date the amounts and interest thereon isrepaid.

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Proprietor

Provided that the Promoter shall be entitled to reasonable extension of time for givingdelivery of Apartment on the aforesaid date, if the completion of building in which theApartmentistobesituatedisdelayedonaccountof-

(i) war,civilcommotionoractofGod;

(ii) any notice, order, rule, notification of the Government and/or other public orcompetentauthority/court.

7.1 **Procedure fortaking possession**-The Promoter, uponobtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per theagreementshallofferinwritingthepossessionofthe[Apartment/Plot],to the Allottee in terms ofthis Agreement to be taken within3(threemonths from the dateofissue ofsuch notice and the Promoter shall givepossessionofthe[Apartment/Plot]totheAllottee.ThePromoteragreesandundertakes to indemnify the Allottee in case of failure of fulfillment of any of theprovisions, formalities, documentation on part of the Promoter. The Allottee agree(s)to pay themaintenance charges as determined by thePromoteror association ofallottees, as the case may be. The Promoter on its behalf shall offer the possession tothe Allottee in writing within 7 days of receiving the occupancy certificate of theProject.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written noticefrom the promotor to the Allottee intimating that the said Apartments are ready for useandoccupancy:

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a writtenintimation from the Promoter as per clause 8.1, the Allottee shalltake possession ofthe[Apartment/Plot]fromthePromoterbyexecutingnecessaryindemnities,undertakings and such other documentation as prescribed in this Agreement, and thePromotershallgivepossessionofthe [Apartment/Plot]tothe allottee. In case theAllottee fails to take possession within the time provided in clause 8.1 such Allotteeshallcontinuetobeliabletopaymaintenancechargesasapplicable.

7.4 If within a period of five years from the date of handing over the Apartment to theAllottee, the Allottee brings to the notice of the Promoter any structural defect in theApartment or the building in which the Apartment are situated orany defects onaccount of workmanship, quality or provision of service, then, wherever possible suchdefects shall be rectified by the Promoter at his own cost and in case

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it is not possibleto rectify such defects, then the Allottee shall be entitled to receive from the Promoter,compensationforsuchdefectinthemannerasprovidedundertheAct.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be usedonly for purpose of *residence/office/show-room/shop/godown for carrying on anyindustry or business.(*strike of which is not applicable) He shall use the garage orparkingspaceonlyforpurposeofkeepingorparkingvehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join informing and registering the Society or Association ora Limited Company to beknown by such name as the Promoter may decide and for this purpose also from timeto time sign and execute the application for registration and/or membership and theother papers and documents necessary for the formation and registration of the Societyor Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter withinseven days of the same being forwarded by the Promoter to the Allottee, so as toenable the Promoter to register the common organisation of Allottee. No objectionshall be taken by the Allottee if any, changes or modifications are made in the draftbye-laws, or the Memorandum and/or Articles of Association, as may be required bythe Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe,oranyotherCompetentAuthority.

9.1 The Promoter shall, within three months of registration of the Society or Associationor Limited Company, as aforesaid, cause to be transferred to the society or LimitedCompanyalltheright,titleandtheinterestoftheVendor/Lessor/OriginalOwner/Promoter and/or the owners in the said structure of the Building or wing inwhichthesaidApartmentissituated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body oftheSocietiesorLimitedCompany,asaforesaid,causetobetransferredtotheFederation/Apexbodyall the right, title andthe interestofthe Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building withmultiplewingsorbuildingsareconstructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that theApartment is ready for use and occupancy, the Allottee shall be liable to

For CHETANA DEVELOPERS

Proprietor

bear and paythe proportionate share (i.e. in proportion to the carpet area of the Apartment) ofoutgoings in respect of the project land and Building/s namely local taxes, bettermentcharges or such otherlevies by the concerned local authority and/or Governmentwater charges, insurance, common lights, repairs and salaries of clerks bill collectors,chowkidars,sweepersandallotherexpensesnecessaryandincidentaltothe management and maintenance of the project land and building/s. Until the Society orLimitedCompany isformed and thesaidstructureofthe building/s orwingsistransferred to it, the Allottee shall pay to the Promoter such proportionate share ofoutgoings as may be determined. The Allottee further agrees that till the Allottee'sshare is so determined the Allottee shall pay to the Promoter provisional monthlycontributionofRs.....permonthtowardstheoutgoings.Theamountssopaidbythe Allottee to the Promoter shall not carry any interest and remain with the Promoteruntil a conveyance/assignment of lease of the structure of the building or wing isexecutedinfavourofthesocietyoralimitedcompanyasaforesaid.Onsuchconveyance/assignment of lease being executed for the structure of the building orwing the aforesaid deposits (less deduction provided for in this Agreement) shall bepaidoverbythePromotertotheSocietyortheLimitedCompany,asthecase maybe.

10. TheAllotteeshallonorbeforedeliveryofpossessionofthesaidpremiseskeepdepositedwiththePromoter,thefollowingamounts:-

(i) Rs.....forsharemoney,applicationentrancefeeoftheSociety orLimitedCompany/Federation/Apexbody.

(ii) Rs. .....forformationandregistrationoftheSocietyorLimited Company/Federation/Apexbody.

(iii) Rs.....forproportionateshareoftaxesandothercharges/levies in respect of the Society or Limited Company/Federation/Apexbody

(iv) Rs.....fordeposittowardsprovisionalmonthlycontribution towardsoutgoings ofSocietyorLimitedCompany/Federation/Apexbody.

(v) Rs.....ForDeposittowardsWater,Electric,andotherutilityanddservicesconnectioncharges&

(vi) Rs ___fordepositsofelectricalreceivingandSubStationprovidedinLayout

For CHETANA DEVELOPERS

Proprietor

11. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legalcosts,chargesandexpenses,includingprofessionalcostsoftheAttorney-at-Law/AdvocatesofthePromoterinconnectionwithformationofthesaidSociety,orLimited Company, or Apex Body or Federation and forpreparing its rules, regulationsand bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

12. At the time of registration of conveyance or Lease of the structure of the building orwing of the building, the Allottee shall pay to thePromoter, the Allottees' share ofstampdutyandregistrationchargespayable,bythesaidSocietyorLimitedCompanyon such conveyance or lease or any document or instrument of transfer in respect of thestructure of the said Building /wing of the building. At the time of registration ofconveyance or Lease of the project land,the Allottee shall pay to the Promoter, theAllottees' share of stamp duty and registration charges payable, by the said Apex Bodyor Federation on such conveyance or lease or any document or instrument of transfer inrespect of the structure of the said land to be executed in favour of the Apex Body orFederation.

13. REPRESENTATIONSANDWARRANTIESOFTHEPROMOTER

ThePromoterherebyrepresentsandwarrants totheAllotteeasfollows:

i. ThePromoterhasclearandmarketabletitlewithrespecttotheprojectland;asdeclaredinthetitlereportannexedtothisagreementandhastherequisite rights to carry out development upon the project land and also has actual,physicalandlegalpossessionoftheprojectlandfortheimplementationoftheProject;

ii. ThePromoterhaslawfulrightsandrequisiteapprovalsfromthecompetentAuthoritiestocarryoutdevelopmentoftheProjectandshallobtainrequisiteapprovalsfromtimetotimetocompletethedevelopmentoftheproject;

iii. Thereareno encumbrancesupontheprojectland ortheProjectexceptthosedisclosedinthetitlereport;

iv. Therearenolitigationspendingbeforeany Courtoflawwithrespecttotheprojectland orProjectexceptthosedisclosedinthetitlereport;

v. Allapprovals,licensesandpermitsissuedbythecompetentauthoritieswithrespect

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to the Project, project land and said building/wing are valid andsubsistingand have been obtained by following due process of law. Further,allapprovals,licenses and permits to be issued by the competent authorities with respect to theProject,project landand said building/wing shall be obtained by following dueprocess of law and the Promoter has been and shall, at all times, remain to be incompliancewithallapplicablelawsinrelationtotheProject,projectland,Building/wingandcommonareas;

vi. The Promoter has the right to enter into this Agreement and has not committed oromitted to perform any act or thing, whereby the right, title and interestof theAllotteecreatedherein,mayprejudiciallybeaffected;

vii. ThePromoterhasnotenteredintoanyagreementforsaleand/ordevelopmentagreement or any other agreement / arrangement with any person or partywithrespect to the project land, including the Project and the said [Apartment/Plot] whichwill,inanymanner,affecttherightsofAllotteeunderthisAgreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoeverfrom selling the said [Apartment/Plot]to the Allottee in the manner contemplated inthisAgreement;

ix. At the time of execution of the conveyance deed of the structure to the association ofallottees the Promoter shall handover lawful,vacant,peaceful, physical possessionofthecommonareasoftheStructuretotheAssociationoftheAllottees;

x. The Promoter has duly paid and shall continue to pay and dischargeundisputedgovernmental dues, rates, charges and taxes and other monies, levies, impositions,premiums, damages and/or penalties and other outgoings, whatsoever, payable withrespecttothesaidprojecttothecompetentAuthorities;

xi. NonoticefromtheGovernmentoranyotherlocalbodyorauthorityoranylegislative enactment, government ordinance, order, notification (including any noticefor acquisition or requisition of the said property) has beenreceived or served uponthe Promoter in respect of the project land and/or the Project except those disclosed inthetitlereport.

14. TheAllottee/sorhimself/themselveswithintentiontobringallpersonsintowhosoeverhandstheApartmentmaycome,herebycovenantswiththePromoterasfollows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantablerepair and condition from the date that of possession of the Apartment is takenand shall not do or suffer to be done anything in or to the building in which theApartmentissituatedwhichmaybeagainsttherules,regulationsorbye-lawsor change/alter or make addition in or to the building in which the Apartment issituated and the Apartment itself or any part thereof without the consent of thelocalauthorities,ifrequired.

ii. Not to store in the Apartment anygoods which are of hazardous, combustibleor dangerous nature or are so heavy as to damage the construction or structureofthebuildinginwhichtheApartmentissituatedorstoringofwhichgoodsisobjected to by the concerned local or other authority and shall take care whilecarrying heavy packages which may damage or likely to damage the staircases,common passages or any other structure of the building in which the Apartmentissituated,includingentrancesofthebuildinginwhichtheApartmentissituatedandincaseanydamageiscausedtothebuildinginwhichtheApartment is situated or the Apartment on account of negligence or default ofthe Allottee in this behalf, the Allottee shall be liable for the consequences ofthebreach.

iii. To carry out at his own cost all internal repairs to the said Apartment andmaintain the Apartment in the same condition, state and order in which it wasdelivered by the Promoter to the Allottee and shall not do or suffer to be doneanythinginortothebuildinginwhichtheApartmentissituatedortheApartment which may be contrary to the rules and regulations and bye-laws ofthe concerned local authority or other public authority. In the event of theAllotteecommittinganyactincontraventionoftheaboveprovision,theAllottee shall be responsible and liable for the consequences thereof to theconcernedlocalauthorityand/orotherpublicauthority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof,noratanytimemakeorcausetobemadeanyadditionoralterationofwhatever nature in or to the Apartment or any part thereof, nor any alteration inthe elevation and outside colour scheme of the building in which the Apartmentis situated and shall keep the portion, sewers, drains and pipes in the Apartmentand the appurtenances thereto in good tenantable repair

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and condition, and inparticular, so as to support shelter and protect the other parts of the building inwhich the Apartment is situated and shall not chisel or in any other mannercausedamagetocolumns,beams,walls,slabsorRCC,Pardisorotherstr ucturalmembers inthe Apartment withoutthe prior written permission ofthePromoterand/ortheSocietyortheLimitedCompany.

v. Not to do or permit to be done any act or thing which may render void orvoidableanyinsuranceoftheprojectlandandthebuildinginwhichtheApartm ent is situated or any part thereof or whereby any increased premiumshallbecomepayableinrespectoftheinsurance.

vi. Not to throw dirt, rubbish, rags,garbageor other refuse or permit the same tobe thrown from the said Apartment in the compound or any portion of theprojectlandandthebuildinginwhichtheApartmentissituated.

vii. PaytothePromoterwithinfifteendaysofdemandbythePromoter,hisshareof security deposit demanded by the concerned local authority or Governmentor giving water, electricity or any other service connection to the building inwhichtheApartmentissituated.

viii. Tobearandpayincreaseinlocaltaxes,watercharges,insuranceandsuchother levies, if any, which are imposed by the concerned local authority and/orGovernment and/or other public authority, on account of change of user of theApartment by the Allottee for any purposes other than for purpose for which itissold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefitfactor of this Agreement or part with the possession of the Apartment until allthe dues payable by the Allottee to the Promoter under this Agreement are fullypaidup.

x. The Allottee shall observe and perform all the rules and regulations which theSociety or the Limited Company or Apex Body or Federation may adopt at itsinception and the additions, alterations or amendments thereof that may bemade from time to time for protection and maintenance of the said building andthe Apartments therein and for the observance and performance of the BuildingRules, Regulations and Bye-laws for the time being of the concerned localauthority and of Government and other public bodies. The Allottee shall

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alsoobserveandperformallthestipulationsandconditionslaiddownbytheSociety/Limited Company/Apex Body/Federation regarding the occupancy anduse of the Apartment in the Building and shall pay and contribute regularly andpunctually towards the taxes, expenses or other out-goings in accordance withthetermsofthisAgreement.

xi. TillaconveyanceofthestructureofthebuildinginwhichApartmentissituated is executed in favour of Society/Limited Society, the Allottee shallpermit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable times, to enter into and upon the said buildings oranyparttherеoftoviewandexaminethestateandconditionthereof.

xii. Till a conveyance of the project land on which the building in which Apartmentis situated is executed in favour of Apex Body or Federation, the Allottee shallpermit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable times, to enter into and upon theproject land oranyparttherеoftoviewandexaminethestateandconditionthereof.

15. The Promoter shall maintain a separate account in respect of sums received by thePromoter from the Allottee as advance or deposit, sums received on account of thesharecapitalforthepromotionoftheCo-operativeSocietyorassociationorCompany or towards the out goings, legal charges and shall utilize the amounts onlyforthepurposesforwhichtheyhavebeenreceived.

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 Apartments or of the said Plot and Building orany part thereof. The Allottee shall have no claim save and except in respect of theApartment 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 thesaid structure of the building is transferred to the Society/Limited Company or otherbodyanduntiltheprojectlandistransferredtotheApexBody/Federationashereinbeforementioned.

17. PROMOTERSHALL NOTMORTGAGEORCREATEA CHARGE

After the Promoter executes this Agreement he shall not mortgage or create achargeon the *[Apartment/] and if any such mortgage or charge is made or

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Proprietor

created thennotwithstanding anything contained in any other law for the time being in force, suchmortgageor chargeshall not affect the right and interest oftheAllottee who hastakenoragreedtotakesuch[Apartment/plot].

18. BINDINGEFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a bindingobligation on the part of the Promoter or the Allottee until, firstly, the Allottee signsand delivers this Agreement with all the schedules along with the payments due asstipulated in the Payment Plan within 30 (thirty) days from the date of receipt by theAllottee and secondly, appears for registration of the same before the concernedSub-Registrar as and whenintimated by thePromoter. IftheAllottee(s)fails to executeand deliver to the Promoter this Agreement within 30 (thirty) days from the date of itsreceipt by theAllottee and/or appear before the Sub-Registrar for its registration asand when intimated by the Promoter, then the Promoter shall serve a notice to theAllotteefor rectifyingthedefault,whichifnotrectifiedwithin15 (fifteen)daysfrom thedateofitsreceiptby theAllottee,applicationoftheAllotteeshallbetreated as cancelled and all sums deposited by the Allottee in connection therewithincluding the booking amount shall be returned to the Allottee without any interest orcompensationwhatsoever.

19. ENTIREAGREEMENT

ThisAgreement,alongwithitsschedulesandannexure,constitutestheentireAgreement betweentheParticswithrespecttothesubjectmatterhereofandsupersedesany andall understandings, any other agreements, allotment letter,correspondences,arrangements whether written or oral, if any, between the Parties in regard to thesaidapartment/plot/building,asthecasemaybe.

20. RIGHTTOAMEND

ThisAgreement mayonlybeamendedthroughwrittenconsentof theParties.

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

Itisclearlyunderstoodandsoagreedbyandbetweentheparticsheretothatallthe provisionscontainedhereinandtheobligationsarisinghereunderinrespectof the

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Project shall equally be applicable to and enforceable against any subsequentAllottees of the [Apartment/Plot], in case of a transfer, as the said obligations goalongwiththe[Apartment/Plot]forallintentsandpurposes.

22. SEVERABILITY

IfanyprovisionofthisAgreementshallbedeterminedtobevoidorunenforceable under the Act or the Rules and Regulations made thereunder or underotherapplicablelaws,suchprovisionsoftheAgreementshallbedeemedamend edor deleted in sofar as reasonably inconsistent with the purpose of this Agreementand to the extent necessary to conform to Act or the Rules and Regulations madethereunderorthe applicable law, as the case may be, and the remaining provisionsof this Agreement shallremainvalidandenforceableasapplicableatthetimeofexecutionofthisAgreem ent.

23. METHODOFCALCULATIONOFPROPORTIONATESHAREWHEREVER REFERREDTOINTHEAGREEMENT

WhereverinthisAgreementitisstipulatedthattheAllotteehastomakeanypayment,i ncommonwithotherAllottee(s)inProject,thesameshallbeinproportionto the carpet area of the [Apartment/Plot] to the total carpet area of allthe[Apartments/Plots]intheProject.

24. FURTHERASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the othersuch instruments and take such other actions, in additions to the instruments
andactionsspecificallyprovidedforherein,asmaybereasonablyrequiredinord ertoeffectuatetheprovisionsofthisAgreementorofanytransactioncontemplate dhereinortoconfirmorperfectanyrighttobecreatedortransferredhereunderorp ursuanttoanysuch transaction.

25. PLACEOFEXECUTION

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Proprietor

TheexecutionofthisAgreementshallbecompleteonlyuponitsexecutionbytheP romoterthroughitsauthorizedsignatoryattthePromoter'sOffice,orat some other
place,whichmaybemutuallyagreedbetweenthePromoterandtheAllottee,in ___after the Agreement is duly executed by the Allottee andthePromoter or simultaneously with the execution the said Agreement shall beregistered at the office of the Sub-Registrar. Hence this Agreement shall bedeemedtohavebeenexecutedat___.

26. TheAllotteeand/orPromotershallpresentthisAgreementaswellastheconveyance/as signment of lease at the proper registration office of registration withinthe time limit prescribed by the Registration Act and the Promoter will attend suchofficeandadmitexecutionthereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by thisAgreement shall be deemed to have been duly served if sent to the Allottee or thePromoter by Registered Post A.D **and** notified Email ID/Under Certificate of Postingattheirrespectiveaddressesspecifiedbelow:

_____Nameof Allottee
_____(Allottee'sAddress
)NotifiedEmailID:_____

M/s.Chetana Developers through

Proprietor Mrs.Kalyani Shiavaji Gorale-Promoter name

office at-Survey no.62/8,69/2/C,
Samarth Nagar,Savroli
Road,Shahapur ,Tal.Shahapur,Dist-
Thane-421601Dist.Thane-
421301.(Promoter Address)Notified
Email ID:_____

It shall be the duty of the Allottee and the promoter to inform each other ofanychange in address subsequent to the execution ofthis Agreement in the aboveaddress by RegisteredPost failing which allcommunications and letters posted atthe above address shall be deemed to have been received by the promoter or theAllottee,asthecasemaybe.

28. JOINTALLOTTEES

For CHETANA DEVELOPERS

Proprietor

ThatincasethereareJointAllotteesallcommunicationsshallbesentbythePromoter to the Allottee whose name appears first and at the address given byhim/herwhich shall for all intents and purposes to consider as properly servedonalltheAllottees.

29. Stamp Duty and Registration:-Thechargestowardsstampdutyand Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Anydisputebetweenpartiesshallbesettledamicably. Incaseoffailuretosettledthedisputeamicably,whichshallbereferredtothe _AuthorityasperttheprovisionsoftheRealEstate(RegulationandDevelopment)Act,2016,RulesandRegulations,thereunder.

31. GOVERNINGLAW

That the rights and obligations ofthe partiesunder or arising outofthis Agreementshallbe construed and enforced in accordance withthelaws ofIndia for thetimebeingin forceandthe_courtswillhavethejurisdictionforthisAgreement

IN WITNESS WHEREOF parties hereinabove named have set their respective handsandsignedthisAgreementforsale at Shahapur *(city/townname)*in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE

(Entire Property)

ALL THAT PIECE AND PARCEL OF N.A. LAND lying, being and situate at Village Shahapur, Taluka Shahapur, District Thane, bearing Survey No.62/8, area-255.00 Sq.Meters & Survey No.69/2/C, area-3700.00 Sq.Meters total admeasuring 3955.00 Sq Meters within the limits of the Shahapur Nagarpanchyat, within the Sub registration Shahapur, Registration district Thane.

ON OR ABOUT NORTH:-Survey no.69

ON OR ABOUT SOUTH: -Old Agra Road
ON OR ABOUT EAST :- Survey no.65,66

For CHETANA DEVELOPERS

Proprietor

ON OR ABOUT WEST :-Road & Survey no.62,63

SECOND SCHEDULE

(Flat details)

The **Flat No.....**on **..... Floor**, in the Building no.-...., **Carpet area** admeasuring about.....Sq. Meters + **Balcony Area- .....**Sq. Meters in newly constructed building called **"MAHESHVARA AVENUE"** which is situated on the property Mention in first Schedule herein above.

Together with all easement rights and benefits etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named
PROMOTERS / DEVELOPERS
M/s. CHETANA DEVELOPERS,
through its Proprietor,

For CHETANA DEVELOPERS

Proprietor

Mrs. KALYANI SHIVAJI GORALE

SIGNED & DELIVERED
By the within named Purchaser/s

Mr. ....., _____

Mr. ....., _____

WITNESS:

1.

2.

For CHETANA DEVELOPERS

Proprietor

CHETANA DEVELOPERS

Bhokari,Vadavali,Bhiwandi,Thane,Maharashtra-421302

RECEIPT

RECEIVED of from the flat Purchaser above named the sum of **Rs...../-**
(Rs. ..... Only) bycheque mode.

Date	Amount	Cheque No.	Bank Name
Total	Rs...../-		

In Regarding **Flat No.....** on **.....Floor**, in the Building no-...., **Carpet area** admeasuring about ..... Sq. Meters + **Balcony Area- .....** Sq. Meters in the building known as **"MAHESHVARA AVENUE "** as mentioned herein above.

Rs...../-
I say Received
M/s. CHETANA DEVELOPERS,

Through its Partner

For CHETANA DEVELOPERS

Proprietor

Mrs. KALYANI SHIVAJI GORALE

In the presence of

1.

2.

ANNEXURE–A

Title Report by Legal Advocate.

ANNEXURE–B

(Authenticated copies of Property Card orany other revenue record showing nature of the title of the Vendor/Lessor/OriginalOwner/Promoter totheprojectland).

ANNEXURE–C-1

(Authenticated copies of the plans of the Layout as approved by the concerned LocalAuthority)

ANNEXURE-C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter andaccording to which the construction of the buildings and open spaces are proposed tobeprovidedforonthesaidproject)

ANNEXURE-D

(AuthenticatedcopiesoftheplansandspecificationsoftheApartmentagreedtobepurchasedbytheAllotteeasapprovedbytheconcernedlocalauthority)

ANNEXURE–E

(SpecificationandamenitiesfortheApartment),

ANNEXURE–F

For CHETANA DEVELOPERS

Proprietor

(AuthenticatedcopyoftheRegistrationCertificateof theProjectgrantedbythe RealEstateRegulatoryAuthority).

For CHETANA DEVELOPERS

Proprietor