



AGREEMENT FOR SALE

Stamp Rs. _____/-

Valuation Rs. _____

Consideration Rs. _____/-

This AGREEMENT FOR SALE is made and entered into at Kalyan, Dist.Thane, on
this _____ Day of _____, 2024

BETWEEN

M/S. SHAKTI REALTY, a partnership firm duly registered under The Partnership Act 1932 bearing PAN: **ACWFS1734P** and having it's office at B/914, Lodha Supremus, Akbar Camp Road, Kolshet, Thane 400607 through its Partner(s) **MR. KAPIL PUNJALAL PATEL (AADHAR: 2242-5238-8085)** and **MR. JANAK PUNJALAL PATEL (AADHAR: 3234-7304-1456)** hereinafter referred to as "**PROMOTER/DEVELOPER**", either or / anyone is authorized to sign and execute this agreement on behalf of the firm and other partner(s) (Which expression shall unless it be repugnant to context or meaning thereof means and includes its partners or their heirs, executors, administrators, and assigns) of the **FIRST PART**.

AND

SR. NO.	FULL NAME (AS PER PAN OR AADHAR)	AGE (IN YRS.)	PAN	AADHAR
1				
2				
3				
4				
5				
6				

is/are an/all Indian inhabitant/s, residing at _____, hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART**.

AND WHEREAS M/s SHAKTI REALTY , a Partnership Firm, through its partners are the land owners and developers and are in peaceful possession of the said land lying through Development Agreement dated 21/08/2015 vide KLN-3/3501/2015, Power of Attorney dated 21/08/2015 vide KLN3/3502/2015 for Survey No. 55/3 , Conveyance Deed dated 27/03/2023 vide KLN2/7452/2023 registered on date 27/03/2023,Power of Attorney dated 27/03/2023 vide KLN2/7453/2023 (Old Survey No. 95/11 New Survey no. 41/11),Conveyance Deed dated 01/09/2023 vide KLN2/12464/2023, Power Of Attorney dated 01/09/2023 vide KLN4/12465/2023(Survey No. 42/1/B/2), Confirmation Deed dated 15/09/2023 vide KLN4/13390/2023,Power of Attorney dated 15/09/2023 vide KLN4/13391/2023(Survey No. 42/1/A), being at Village – Gauripada Taluka – Kalyan within the limits of Kalyan-Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka-Kalyan, Registration District and District Thane, Maharashtra State hereinafter referred to as the "**SAID PROPERTY/ LAND**" more particularly described in the **FIRST SCHEDULE** hereunder written.

Survey No.	Hissa No.	Area (Sq. Mtrs)
41	11	2,400.00
42	1/B/2	760.00
42	1/A	750.00
55	3	3,620.00
	Total Area	7,530.00

AND WHEREAS THE PROMOTER HEREBY DECLARE THAT:

1. There are no covenants affecting the said property.
2. There is no any impediment attached to the said property.
3. The promoter has clear possession of the said property and is not occupied by any tenant/(s).
4. There is no illegal encroachment on the said property.
5. The land is clear and free and do not require any permission which affect the title of the property.
6. There is no mortgage, lien or charge on the said property.

AND WHEREAS the promoter is entitled and enjoined upon to construct buildings on the said project land in accordance with plan approved by the Local Municipal Authority.

AND WHEREAS the promoter is in lawful and peaceful possession of the said project land. The said project land is converted into Non-Agricultural land, within the limits of KDMC, being Survey No. 55/3 vide N.A. Order No. Mahasul/K-1/Te-7 /Vinishiti /SR-23/2015 dated 29-12-2015, Survey 41/11, by the order of Tehsildar vide N.A. Order No. Mahasul/Te-2 /Jaminbab-1/Sanad/SR-128/2018 dated 19-11-2019, Survey No. 42/1/B/2 vide N.A. Order No. Mahasul/K-1/Te-2 /Jaminbab/Sanad/SR-045/2024 and Survey No. 42/1/A vide N.A. Order No. Mahasul/K-1/Te-2 /Jaminbab/Sanad/SR-070/2024 dated 15-04-2024.

AND WHEREAS there is an existing building named Sai Srushti (B2) and a bungalow developed by the Developer on part of the land bearing Survey No.55/3. The Developer has obtained Part Occupancy Certificate No. KDMC/TPD/CC/KD/03 dated 08/04/2024 for the same.

AND WHEREAS the promoter is now proposing to construct a Residential building named **SIYARA HEIGHTS (B3)** on land bearing Survey No.55/3, 41/11, 42/1/B/2 and 42/1/A having area admeasuring approximately **3,910 Sq. Mtrs.**

AND WHEREAS the Developer prepared layout for development of the said land in accordance with the provision of the Kalyan-Dombivali Municipal Corporation, Kalyan and the rules made under and the directions and guidelines from time to time given by the appropriate authority for the construction of building(s) on the said project land. The promoter has joined with other land owners adjacent to the project land only for the purpose of submission of joint plan of the land developed by them.

AND WHEREAS The Developer got the plans approved for the development of the said project land more particularly described in the **FIRST SCHEDULE**. The existing constructions and the proposed building details are as more specifically described below;

Plot No.	Land Area (Sq. Mtr.)	Building	Floors	Under Current Development Agreement(s) of this Project
41/11, 42/1/B/ 2. 42/1/A, 55/3	7,530	SIYARA HEIGHTS (B3)	GROUND + 6 FLOORS	YES
		SAI SRUSHTI (B2)	GROUND + 20 UPPER FLOORS	NO*
		SAI SRUSHTI (B1)	GROUND + 7 UPPER FLOORS	NO*
		BUNGALOW	GROUND + 1 UPPER FLOOR	NO*

***Sai Srushti (B2), Sai Srushti (B1) and bungalow are not developed under this Development Agreement.**

The details of **One (01)** Building to be constructed by promoters under this current development agreement are as under:

Sr. No.	Plot No.	Total Plot Area (Sq. Mtrs.) (As per 7/12 extracts)	Building Type (As Per KDMC Approved Plan)	Sanctioned Floors	Building Known As	Building Land Specific Area on Plot (Sq. Mtrs.)
1	41/11, 42/1/B/2,42/1/A& 55/3	7,530	B3	GROUND + 6 UPPER FLOORS	SIYARA HEIGHTS	3,910

(as per 7/12 extracts)

The land owners have obtained approval of the Kalyan-Dombivali Municipal Corporation, vide Original Commencement Certificate No. KDMC/NRV/BP/KV/2014-15/15/15 dated 21/04/2018, further have obtained Revised Commencement Certificate No. KDMC/TPD/BP/KD/2014-15/101 dated 27/05/2022 and further have obtained Revised Commencement Certificate No. KDMC/TPD/BP/KD/2014-2015/15/373, dated 22/02/2024, and pursuance to the said permission and accordingly the Developer have started Construction of R.C.C. building(s) with a view to sell the flats/shops/units/commercial space/office on ownership basis. The Promoter/Developer shall revise the said plan subject to the approval of Local Municipal Authority. **The Real estate project constructed on the Plot 41/11,42/1/B/2, 42/1/A, 55/3 Building Type "B3" out of the total land area admeasuring of 7,530 Sq. Mtrs, 3,910 Sq.Mtrs shall be known as "SIYARA HEIGHTS" as referred above.** (The Layout Plan of the buildings to be constructed is annexed herewith). The promoter is entitled to amend, modify, and revise the said plan subject to the approval of Local Authority.

AND WHEREAS, the Allottee(s) is/are desirous of purchasing the **Flat/Shop/Unit/Commercial Space/Office** in the Plot - **41/11,42/1/B/2,42/1/A,55/3** Building Type "**B3**" (as defined in the sanction plan approved by KDMC), in the building known as "**SIYARA HEIGHTS**"(hereinafter referred to as the "**SAID BUILDING**") in the project known as "**SIYARA HEIGHTS**" being constructed by the promoter on Land bearing Survey no. **41/11,42/1/B/2,42/1/A,55/3**, at Village - Gauripada, Kalyan, Dist - Thane, within the limits of Kalyan Dombivali Municipal Corporation, Sub - Registration Kalyan, and Taluka - Kalyan, Registration District and District Thane.

AND, the Allottee(s) after having fully satisfied himself/herself/themselves about the title of the property has/have agreed to acquire **Flat/Shop/Unit/Commercial Space/Office** No. _____ on _____ **Floor** Area admeasuring about _____ **Sq. Mtrs RERA Carpet and _____ Sq. Mtrs Balcony**, aggregating to a total area admeasuring _____ **Sq. Mtrs.**, (as defined under the Provision of RERA) in Plot - **41/11,42/1/B/2, 42/1/A, 55/3** Building Type "**B3**" (as defined in the sanction plan approved by KDMC), in the project known as "**SIYARA HEIGHTS**" constructed on Land bearing Survey No.41/11, 42/1/B/2, 42/1/A, 55/3, lying and being at Gauripada, Taluka-Kalyan, within the limits of Kalyan-Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane on "**OWNERSHIP BASIS**" (hereinafter referred to as the "**SAID FLAT/SHOP/UNIT/COMMERCIAL SPACE/OFFICE**") on the terms and conditions agreed upon between the parties hereinafter appearing more particularly described in **SECOND SCHEDULE**.

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

AND WHEREAS the Developer has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at Konkan Division at Kalyan bearing **MAHARERA** No. _____; authenticated copy is attached hereto;

AND WHEREAS the Developer has appointed **Associated Structural Engineers LLP** as Structural Engineer for the preparation of the structural design and drawing of the buildings and the Developer accepts the professional supervision of the architect and the structural Engineer till the completion of the building /buildings.

AND WHEREAS by virtue of Development Agreement the promoter has sole and exclusive right to sale the apartment except those apartments allotted to the landowners in the said building to be constructed by the promoter on the project land and entered in to Agreement with the allottee of the apartment and to receive the sale consideration in respect thereof

AND WHEREAS on demand from the allottees, the Developer have given inspections to the Allottee of all the documents of title relating to the project land and the plan designs and specifications prepared by the **De-con Consultants** the Developer's 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 and Regulations made thereunder;

Advocate Shruti Salvi, has issued their Certificate of title certifying that the title of the "Developers" to the said property described in the First Schedule hereunder written is clear, marketable and free from encumbrances. The xerox copy 7/12 extract and title have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto.

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

AND WHEREAS the authenticated copies plans and specification of the apartment agreed to be purchased by the allottee, as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the Developer 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 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/s shall be granted by the concerned local authority. AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Developers for allotment of said **Flat/Shop/Unit/Commercial Space/Office** in the project known as "SIYARA HEIGHTS" being constructed in the said Project land.

AND WHEREAS the RERA carpet area of the said **Flat/Shop/Unit/Commercial Space/Office** is admeasuring about _____ Sq. Mtrs RERA Carpet and _____ Sq. Mtrs **Balcony**, aggregating to a total area admeasuring _____ Sq. Mtrs., and "RERA carpet area" means the net usable floor area of an Flat, exclusive the area covered by the external walls, areas under services shafts, exclusive balcony, dry balcony appurtenant to the said Flat/Shop/Unit/Commercial Space/Office for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop/Unit/Commercial Space/Office for exclusive use of the allottees, but includes the area covered by the internal partition walls of the Flat/Shop/Unit/Commercial Space/Office.

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(s) has/have paid to the promoter a sum of Rs. _____/- (Rupees

_____) Only, being part payment of the sale consideration of the Flat/Shop/Unit/Commercial Space/Office agreed to be sold by the promoter to the allottee as an advance payment (the payment and receipt whereof the promoter doth hereby admit and acknowledge and the allottee has/have agreed to pay to the promoter the balance of sale consideration in the manner hereinafter appearing.)

AND WHEREAS, the Developer has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Konkan _____ Division Kalyan **MAHARERA No._____**.

AND WHEREAS, under section 13 of the said Act the Developers is required to execute a written Agreement for sale of said Flat/Shop/Unit/Commercial Space/Office with the allottees, 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 Developers hereby agrees to sell and the Allottee hereby agrees to purchase the Flat.

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

1. The Developer shall propose to construct the said building/s consisting of **Ground Plus Six 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. AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, subject to the approval of Kalyan-Dombivali Municipal Corporation, Kalyan. Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Shop/Unit/Commercial Space/Office 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 Developers and the Developers hereby agrees to sale to the Allottee **Flat/Shop/Unit/Commercial Space/Office No. _____ on _____ Floor** Area admeasuring about _____ Sq. Mtrs (as defined under the Provision of RERA) in _____-Plot Building Type "B3" (as defined in the sanction plan approved by KDMC) in the project known as "**SIYARA HEIGHTS**" as shown in the Floor plan annexed hereto for the **Consideration of Rs. _____ /-(Rupees _____ Only)** being the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of the common areas and facilities which are more particularly described inthe Second Schedule annexed herewith. (the price of the Flat/Shop/Unit/Commercial Space/Office 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 hereby agrees to sell to the Allottee, _____ No(s). of garage/covered/stack parking space for Rs. _____/- (Rupees _____ only) at _____ level basement/podium/stilt car parking unit bearing No._____ admeasuring _____ sq.ft. having _____ ft. length x

_____ ft. breadth x _____ ft. vertical clearance.

(iii) The Allottee has requested the Promoter for allotment of an open car parking space and the promoter agrees to allot to the Allottee _____ No(s) open car parking space with/without consideration of Rs _____/- (Rupees _____ only) bearing No. _____ admeasuring _____ sq.ft having _____ ft. length x _____ sq.ft breadth.

1(b) the total aggregate consideration amount for the said Flat/Shop/Unit/Commercial Space/Office including garages/covered parking spaces is thus Rs. _____/- (Rupees _____ Only).

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 fees and hereby agrees to pay to the developer the balance consideration of Rs. _____/- (Rupees _____ only) in the following manner:

- i. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, 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 the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____ /- (Rupees _____)

Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The said Flat/Shop/Unit/Commercial Space/Office is sold out of Developers share therefore Cheques/ Demand drafts/ Pay order shall be drawn in the name of "**SHAKTI REALTY SIYARA HEIGHTS COLLECTION ACCOUNT**" or as per demand letter issued by the developers in accordance with RERA.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of GST, Value Added Tax, Service Tax, 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 Developers) up to the date of handing over the possession of the Flat/Shop/Unit/Commercial Space/Office.

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 Developers 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 Developers 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 Developers may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____ per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developers.

1(g) The Developer 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, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Allottee within 45 (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 Developers shall demand additional amount 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 meter as agreed in Clause 1(a) of this Agreement.

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

2.

2.1 The Developer 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/Shop/Unit/Commercial Space/Office to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is 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/Shop/Unit/Commercial Space/Office to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of the construction by the promoter as provided in clause 1(b) hereinabove (payment plan).

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Developer has planned to utilize Floor Space Index of _____ Sq. Mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive 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 Developers has disclosed the Floor Space Index of _____ Sq. Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop/Unit/Commercial Space/Office based on the proposed construction and sale of Flat/Shop/Unit/Commercial Space/Office to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only. The total Floor Space Index proposed to be increased by the promoter as per UDCR by obtaining the permission from the Kalyan-Dombivali Municipal Corporation.

4

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Developers 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 Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Developers under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developers.

4.2 Without prejudice to the right of Developers 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 Developers under this Agreement(including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Developers shall at his own option, may terminate this Agreement:

Provided that, Developers shall give notice of 15 (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/her/their 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 Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Flat/Shop/Unit/Commercial Space/Office which may till then have been paid by the Allottee to the Developers.

5. 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 Developers in the said building and the Flat/Shop/Unit/Commercial Space/Office as are set out in Annexure annexed hereto.

6. The Developer shall give possession of the Flat/Shop/Unit/Commercial Space/Office to the Allottee on or before _____ (shall be updated as per RERA certificate). If the Developers fails or neglects to give possession of the Flat/Shop/Unit/Commercial Space/Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Allottee the amounts already received by promoter in respect of the Flat/Shop/Unit/Commercial Space/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of Flat/Shop/Unit/Commercial Space/Office on the aforesaid date, if the completion of building in which the Flat/Shop/Unit/Commercial Space/Office is to be situated is delayed on account of –

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

7.

7.1 Procedure for taking possession - The Developer, 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, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developers shall give possession of the Flat to the Allottee. The Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Developers or association of allottees, as the case may be. The Developers on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat/Shop/Unit/Commercial Space/Office within 15 (fifteen) days of the written notice from the Developers to the Allottee intimating that the said Flats/Shops/Units/Commercial Space/Office are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Flat: Upon receiving a written intimation from the Developers as per clause 7.2, the Allottee shall take possession of the Flat/Shop/Unit/Commercial Space/Office from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the Flat/Shop/Unit/Commercial Space/Office to the allottee. In case the Allottee fails to take possession within the time then the 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/Shop/Unit/Commercial Space/Office to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Flat/Shop/Unit/Commercial Space/Office or the building in which the Flat/Shop/Unit/Commercial Space/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defectsshall be rectified by the Developer 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 Developer, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Flat/Shop/Unit/Commercial Space/Office or any part thereof or permit the same to be used only for purpose of residence. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Flats/Shops/Units/Commercial Spaces/Offices in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association 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 Developer within 07 (seven) days of the same being forwarded by the Developer to the Allottee, so as to enable the Developers to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Developer shall, within three months of registration of the Society orAssociation or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developers/Lessor/Original Owner/Developers and/or the owners in the said structure of the building or wing in which the said Flat/Shop/Unit/Commercial Space/Office is situated.

9.2 The Developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Developer/Lessor/Original Owner the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 (fifteen) days after notice in writing is given by the Developer to the Allottee that the Flat/Shop/Unit/Commercial Space/Office 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) 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional monthly contribution of Rs. 5/- per month on built-up area towards the outgoings. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said keep deposited with the Developer the following amounts: -

Sr. No.	Amount (Rs.)	Particulars
(i)	At Actuals	for share money, application, entrance fee of the Society
(ii)	At Actuals	for formation and registration of the Society.
(iii)	At Actuals	for proportionate share of taxes and other charges/levies in respect the society.
(iv)	At Actuals	for deposit towards provisional monthly contribution towards outgoings of Society.
(v)	At Actuals	for deposit towards Water, Electric, and other utility and services connection charges &
(vi)	At Actuals	for deposits of electrical receiving and substation provided in Layout.
(vii)	At Actuals	for any other official purposes in respect the society.

11. The Allottee shall pay to the Developer an adequate/ appropriate cost, at actuals, as and when required, from time to time for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Developers in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance of Land and structure of the building or wing of the building, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Developer, the Allottee's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee as follows:

- i. The Developers has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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 Developers 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 project land or the;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- 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 Developers 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 Developers 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 Developers 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/Shop/Unit/Commercial Space/Office which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Flat/Shop/Unit/Commercial Space/Office to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Developers 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 Developers in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s shall himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/Shop/Unit/Commercial Space/Office may come, hereby covenants with the Developers as follows: -

- i. To maintain the Flat/Shop/Unit/Commercial Space/Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop/Unit/Commercial Space/Office is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office is situated and the Flat/Shop/Unit/Commercial Space/Office itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office is situated, including entrances of the building in which the Flat/Shop/Unit/Commercial Space/Office is situated and in case any damage is caused to the building in which the Flat/Shop/Unit/Commercial Space/Office is situated or the Flat/Shop/Unit/Commercial Space/Office 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/her/their own cost all internal repairs to the said Flat/Shop/Unit/Commercial Space/Office and maintain the Flat/Shop/Unit/Commercial Space/Office in the same condition, state and order in which it was delivered by the Developers to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Shop/Unit/Commercial Space/Office is situated or the Flat/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which

the Flat/Shop/Unit/Commercial Space/Office is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office without the prior written permission of the Developers and/or the Society or the Limited Company.

- 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office in the compound or any portion of the project land and the building in which the Flat/Shop/Unit/Commercial Space/Office is situated.
- vii. Pay to the Developer within 15 (fifteen) days of demand by the Developers, 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office 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/Shop/Unit/Commercial Space/Office until all the dues payable by the Allottee to the Developers under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Shop/Unit/Commercial Space/Office 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Shop/Unit/Commercial Space/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi.Till a conveyance of the structure of the building in which Flat/Shop/Unit/Commercial Space/Office is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developers 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/Shop/Unit/Commercial Space/Office is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Developers 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 Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 Flat/Shop/Unit/Commercial Space/Office or of the said and building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Shop/Unit/Commercial Space/Office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developers until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developers executes this Agreement, he/she/they shall not mortgage or create a charge on the Flat/Shop/Unit/Commercial Space/Office 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.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developers does not create a binding obligation on the part of the Developers 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 Developers. If the Allottee(s) fails to execute and deliver to the Developers 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 Developers, then the Developers 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 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], in case of a transfer, as the said obligations go along with the [Flat] 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 there under 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 there under 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 of the area of the Flat/(s)/Shop/(s)/Unit/(s)/Commercial Space/(s)/Office/(s).

24. FURTHER ASSURANCES

All the 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 Developers through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Allottee, in after this the Agreement is duly executed by the Allottee and the Developers 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 Kalyan.

26. The Allottee and/or Developers 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 Developers will attend such office and admit execution thereof.

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

BUYER / ALLOTTEES:

MR. _____

MRS. _____

Address:

Notified Email ID: _____

DEVELOPER:

M/S. SHAKTI REALTY

B/914 , Lodha Supremus,
Akbar Camp Road, Kolshet,
Thane 400607

Email ID: cfoo@shaktigroup121.com/
legal@shaktigroup121.com

It shall be the duty of the Allottee and the Developers 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 Developers 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 Developers to the Allottee whose name appears first and at the address given by him/her/ them which shall for all intents and purposes be considered as properly served on all the Allottees.

29. **Stamp Duty and Registration:** The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser/s.

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 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 Kalyan courts will have the jurisdiction for this Agreement

**FIRST SCHEDULE ABOVE REFERRED TO
(LAND TAKEN ON DEVELOPMENT)**

Non-Agricultural Land bearing

Survey No.	Hissa. No.	Area (Sq. Mtrs)
41	11	2400.00
42	1/B/2	760.00
42	1/A	750.00
55	3	3620.00
	Total Area	7530.00

being at Village - Gauripada, Taluka-Kalyan, within the limits of Kalyan-Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, within the limits of Kalyan-Dombivali Municipal Corporation, Sub- Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane, Maharashtra.

SECOND SCHEDULE ABOVE REFERRED TO(FLAT)

This Flat/Shop/Unit/Commercial Space/Office No. _____ on _____ Floor, area admeasuring about _____ Sq. Mtrs RERA Carpet and _____ Sq. Mtrs Balcony, aggregating to a total area admeasuring _____ Sq. Mtrs., (as defined under the Provision of RERA) in Plot 41/11, 42/1/A , 42/1/B/2 , 55/3 Building Type "B3" (as defined in the sanction plan approved by KDMC), in the project known as "**SIYARA HEIGHTS**", constructed on Land bearing Survey no. 41/11, 42/1/A and 42/1/B/2, 55/3, lying and being at Village-Gauripada, Taluka-Kalyan, within the limits of Kalyan-Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka- Kalyan, Registration District and District Thane, Maharashtra State.

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

SIGNED AND DELIVERED BY THE)
WITHIN NAMED “**PROMOTER/DEVELOPER**”)
“**THE PARTY OF THE FIRST PART**”)
M/S. SHAKTI REALTY)
Through its Partner)
MR. _____)
)

SIGNED AND DELIVERED BY THE)
WITHIN NAMED “**ALLOTTEE/S**”)
“**THE PARTY OF THE SECOND PART**”)
1. _____)
2. _____)
3. _____)
4. _____)
5. _____)
6. _____)

WITNESS:

in presence of _____) _____

in presence of _____) _____

FROM
M/S. SHAKTI REALTY,
B/914, Lodha Supremus,
Akbar Camp Road, Kolshet,
Thane 400607
Email ID: cfoo@shaktigroup121.com /
legal@shaktigroup121.com

RECEIPT

RECEIVED WITH THANKS from **MR/MISS/MRS.** _____, & **MR/MISS/MRS.** _____, both/any of the allottee/(s) a sum of **Rs.** _____/- (**Rupees** _____ **Only**) by Cheque/NEFT/RTGS/G-Pay/Phone Pe/ Online Transfer the details of which are as under: -

SR. NO.	NAME OF BANK	UTR No/ Cheque No.	Date	AMOUNT
1				
2				
3				
Total				

(*cheques are subject to realization)

towards part payment against **Flat/Shop/Unit/Commercial Space/Office No.** _____ on _____ Floor, area admeasuring about _____ Sq. Mtrs RERA Carpet and _____ Sq. Mtrs **Balcony**, aggregating to a total area admeasuring _____ Sq. Mtrs., **Plot 41/11, 42/1/A ,42/1/B/2 ,55/3** Building Type "**B3**" (as defined in the sanction plan approved by KDMC) in the project known as "**SIYARA HEIGHTS**", constructed on Land bearing Survey no. 41/11, 42/1/A,42/1/B/2, 55/3 lying and being at Village - Gauripada, Taluka-Kalyan, within the limits of Kalyan-Dombivali Municipal Corporation, Sub-Registration Kalyan, and Taluka-Kalyan, Registration District and District Thane, Maharashtra State.

FOR M/S. SHAKTI REALTY

THROUGH ITS PARTNER