

AGREEMENT FOR SALE

Stamp Rs. _____/-

Consideration Rs. _____/-

This AGREEMENT FOR SALE is made and entered into at Bhiwandi, Dist. -Thane, on
this _____ Day of _____, 2025.

BETWEEN

M/S. SIYARA REALTY PRIVATE LIMITED, a duly registered private limited company under the Companies Act, 2013 bearing (CIN: **U41001MH2023PTC404661**) and having it's registered office at B/914, Lodha Supremus, Akbar Camp Road, Kolshet, Thane 400607 having (PAN: **ABLCS0457Q**) through its Authorized Signatory, **MR. KAPIL PUNJALAL PATEL (AADHAR No.: 2242-5238-8085) and/or MR. JANAK PUNJALAL PATEL (AADHAR No.: 3234-7304-1456)**, either or / anyone is authorized to sign and execute this agreement on behalf of the Company and other Director(s) hereinafter referred to as **"PROMOTER/DEVELOPER"** (Which expression shall unless it be repugnant to context or meaning there of 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 (YRS.)	PAN	AADHAR
01				
02				

Both are Indian inhabitants, **01.** _____ residing at, _____, and **02.** _____ residing at, _____, hereinafter referred to as **"THE ALLOTTEE/(S)"** (Which expression shall unless it to be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART**.

Further whereas by Development Agreement dated 6/11/2023 vide documents No. BVD-1/15497/2023 registered on dated 6/11/2023, Power of Attorney dated 6/11/2023 vide documents No. BVD-1/15498/2023 registered on dated 6/11/2023, executed by and between the Land owners M/s. Ashok Properties (Bhiwandi Project), a Partnership Firm, through its Partners, Lalitkumar Manekchand Jain, Mangilal Mishrimal Mehta, Ashok Mangilal Mehta, Prithviraj V. Seth, Kaulchand Hastimal Jogani, Suresh Kaulchand Jogani, Ashok Kaulchand Jogani, Rajmal Hemraj Vanigotta, Sardarmal Kapurchand Jain, Jayanti Maganlal Mehta,

Himmatmal Manekchand Jain, Shikhar Vinod Seth through Smt. Rekha Vinod Seth, Samay Vinod Seth, Pranay Suresh Jogani and the Promoter/Developer of **M/S. SIYARA REALTY PRIVATE LIMITED** a registered Private Limited Company through its Directors Mr. Kapil Punjalal Patel, Mr. Janak Punjalal Patel and Mr. Rajesh Patel the land owners have granted the development rights to the Promoter/Developer to the piece or parcel of freehold land lying and being at Village – Kaneri, Taluka – Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka- Bhiwandi, Registration District and District Thane, Maharashtra State hereinafter referred to as the **“SAID PROPERTY”** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS, vide the above mentioned Development Agreement, the land, bearing S. No. 11 & 14 bearing CTS No.700,706/B, lying and being at Village – Kaneri (Bhiwandi, Taluka – Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka- Bhiwandi, Registration District Bhiwandi and District Thane, Maharashtra State , admeasuring to total of 30,800 square meters to the piece or parcel of land out of which 25359.28 square meters is clear, marketable and free from all/any encumbrances, is proposed to be developed.

Survey No.	Area (Sq. Mtrs)
11	12,100
14	18,700
TOTAL	30,800

AND WHEREAS THE PROMOTER HEREBY DECLARE THAT:

1. There are no any 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 not occupied by any tenant
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 a 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 said land bearing Survey No. 11 and Survey No. 14 is ab-initio a Non-Agricultural land and the promoter is in lawful possession of the said project land for the development of residential as well as commercial purpose.

AND WHEREAS the Developer prepared scheme for development of the said land by constructing One (01) building in accordance with the provision of the Bhiwandi Nizampur City Municipal Corporation, Bhiwandi and the rules made under and the directions and guidelines from time to time given by the appropriate authority for the construction of building 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.

The Developer got the plans approved for the development of the said project land more particularly described in the **FIRST SCHEDULE** hereunder written for the construction of multistoried building consisting of **One (01)** Building namely;

Plot No.	Land Area (Sq. Mtr.)	Wing	Floors	Under Current Development Agreement(s) of this Project
A	6736.12	A, B & C	Basement + Ground + 23 Upper Floors	Yes

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)	Wing Type (As Per BNCCMC Approved Plan)	Sanctioned Floors	Building Known As	Building Land Specific Area on Plot (Sq. Mtrs.)
1	A	12156.17	A, B & C	Basement+Ground+23 Upper Floors	SIYARA AVENUE	6736.12

The landowners have obtained approval of the Bhiwandi Nizampur City Municipal Corporation vide Original Commencement Certificate No. B.P.K./41/2022-2023, J.K.N.R.V./1996, dated 28.06.2022, Revised Commencement Certificate No. B.P.K./24/2023-2024, J.K.N.R.V./628, dated 19.03.2024 and pursuant to the said permission and accordingly the Developer have started Construction of R.C.C. building(s) with a view to sell the Flat/~~Shop/Unit~~ on ownership basis. The promoter shall revise the said plan subject to the approval of Local Municipal Authority. **The Real estate project which is proposed to be constructed on the Plot - A, Building Type “A, B & C” on a total land area admeasuring 30800 Sq. Mtrs. out of which 6736.12 Sq. Mtrs shall be known as “SIYARA AVENUE”** 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.

Further the Promoter/Developer have assigned wing names as follows;

Wing	Assigned Name of the Wing
A	Ascent
B	Bliss
C	Crest

And whereas, the Allottee/(s) is/are desirous of purchasing the Residential ~~Flat/Shop/Unit~~ in the Plot – “A” Building Type “A, B & C” (as defined in the sanction plan approved by BNCCMC), in the building known as “SIYARA AVENUE”(hereinafter referred as the “SAID BUILDING”) which is proposed to be constructed by the promoter on Land bearing Survey No. 11 and 14 bearing C.T.S. No. 700,706/B, at Village- Kaneri, Bhiwandi, Dist-Thane, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka-Bhiwandi, 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~~ No. _____ on _____ Floor, Wing – _____, unit 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 – “A” , Building Type “A, B & C” (as defined in the sanction plan approved by BNCCMC), in the building known as “SIYARA AVENUE”, in the project known as “SIYARA AVENUE” constructed on Land bearing Survey No. 11 and 14 bearing C.T.S. No.

700,706/B , lying and being at Kaneri, Taluka-Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka- Bhiwandi, Registration District and District Thane on “**OWNERSHIP BASIS**” (hereinafter referred as the “**SAID FLAT/~~SHOP/UNIT~~”**) 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 Bhiwandi bearing MAHARERA No. **P51700076976**; authenticated copy is attached hereto;

AND WHEREAS the Developer has appointed **Aarna Structural Consultants** 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 in the said building to be constructed by the promoter on the project land and entered in to Agreement with the allottee/(s) of the apartment and to receive the sale consideration in respect thereof and make the proportionate land owner’s shares payment as per agreed terms of the Joint Development Agreement.

AND WHEREAS on demand from the allottee/(s), the Developer has given inspections to the Allottee/(s) of all the documents of title relating to the project land and the plan designs and specifications prepared by the **M/s Visionary Vanguard Architects**, 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 "Developer" to the said property described in the First Schedule hereunder written is clear, marketable and free from encumbrances. The xerox copy of 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 of plans and specification of the apartment agreed to be purchased by the allottee/(s), 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/(s) has/have applied to the Developer for allotment of said **Flat/Shop/Unit** in the building known as “SIYARA AVENUE” being constructed in the said Project land.

AND WHEREAS the RERA carpet area of the said **Flat/Shop/Unit No. _____ on _____ Floor, Wing – _____, unit area 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 a **Flat/Shop/Unit**, exclusive the area covered by the external walls, areas under services shafts, exclusive balcony, dry balcony appurtenant to the said **Flat/Shop/Unit** for exclusive use of the Allottee/(s) or verandah area and exclusive open terrace area appurtenant to the said **Flat/Shop/Unit** for exclusive use of the allottee/(s), but includes the area covered by the internal partition walls of the **Flat/Shop/Unit**.

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~~ agreed to be sold by the promoter to the allottee/(s) as advance payment (the payment and receipt whereof the promoter do hereby admit and acknowledge and the allottee/(s) 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 Bhiwandi MAHARERA No. **P51700076976**.

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Flat/~~Shop/Unit~~ with the allottee/(s), 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 Developer hereby agrees to sell and the Allottee/(s) hereby agrees to purchase the Flat/~~Shop/Unit~~.

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 **Basement Plus Ground Plus Twenty-Three 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 Bhiwandi Nizampur City Municipal Corporation, Bhiwandi. Provided that the Developer shall have to obtain prior consent in writing of the Allottee/(s) in respect of variations or modifications which may adversely affect the Flat/~~Shop/Unit~~ of the Allottee/(s) except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/(s) hereby agrees to purchase from the Developer and the Developer hereby agrees to sale to the Allottee/(s) **Flat/~~Shop/Unit~~ No. _____ on _____ Floor, Wing – _____, unit 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 ‘A’ Plot Building Type “A, B & C” (as defined in the sanction plan approved by BNCMC) in the building known as “**SIYARA AVENUE**” 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 in the Second Schedule annexed herewith (the price of the Flat/~~Shop/Unit~~ including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee/(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/(s) _____ No. of garage/(s) bearing No. _____ admeasuring _____ Sq. ft. having _____ Ft. Length x _____ Ft. Breadth x _____ Ft. Vertical Clearance and situated at Basement and/or Stilt and/or Podium being constructed in the layout for the consideration of Rs. _____ /- (Rupees _____ only/-).

(iii) The Allottee/(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/(s) Open/Covered/Stack parking space/(s) bearing No. _____ admeasuring _____ Sq. ft. having _____ Ft. Length x _____ Ft. Breadth x _____ Ft. Vertical Clearance and situated at Basement and/or Stilt and/or Podium being constructed in the layout for the consideration of **Rs. _____/- (Rupees _____ only).**

1(b) The total consideration value will include development Charges and/or parking charges, in case of parking opted by the customers under this agreement.

1(c) The total aggregate consideration amount for the said Flat/~~Shop/Unit~~ No. including _____ garage/(s) and/or open/covered/stack parking space/(s) is thus **Rs. _____/- (Rupees _____ Only).**

1(d) The Allottee/(s) has/have 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)** and shall be deposited in the RERA Designated Collection Bank Account, SBI Bank Wagle Estate, Thane Branch having IFSC Code SBIN0001053 situated at Thane. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transactions Bank Account having Account No. 00000043413302856 and 00000043413328682 respectively.

Allottee/(s) further agrees to pay to the Promoter the said balance amount 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/(s) on or after receipt of occupancy certificate or completion certificate.

The said Flat/~~Shop/Unit~~ is sold out of Developer share; therefore Cheques/ Demand drafts/ Pay order shall be drawn in the name of **“Siyara Realty Pvt Ltd Rera Collection Account Siyara Avenue”** or as per demand letter issued by the developer in accordance with RERA.

In the event the sale consideration for the Flat exceeds Rs. 50,00,000/- (Rupees Fifty Lakhs only), the Allottee/(s) shall, in accordance with the provisions of the Income Tax Act, 1961, pay 1% of the total sale consideration as Tax Deducted at Source (TDS). TDS shall be paid by the

Allottee/(s) in the name of the Developer against **PAN: ABLCS0457Q** within 14 working days from the date of execution and registration of the Agreement. The Allottee/(s) shall furnish the Developer with the TDS certificate evidencing such payment within the time frame prescribed under the Income Tax Act. If such deposit of TDS is not made by the Allottee/(s) to the concerned authority or proper evidence thereof is not provided to the Developer, then the same shall be treated as default on the part of the Allottee/(s) under the Agreement and the amount thereof shall be treated as outstanding. The Allottee/(s) shall bear any consequences arising from the failure to remit or report the TDS amount and shall not hold the Developer directly or indirectly liable for such failure on Allottee/(s) part.

- 1(e) The Total Price above excludes Net Pass-Through Charges. This Charges shall mean and include the deposit/amounts received from the Allottee/(s) by Promoter/Developer in its name from time to time for or towards the following:
- a) Charges towards formation and registration of the Association/Organisation, along with applicable taxes;
 - b) Deposit towards water, electricity, and other utility and services connection charges;
 - c) One-time non-refundable membership fee with respect to the club house forming part of the Project;
 - d) All legal costs, charges and expenses;
 - e) Share application money of the Association/Organisation;
 - f) Corpus fund contribution;
 - g) Deposits, maintenance charges of any clubhouse;
 - h) Taxes and other charges/levies in respect of the Association/Organisation;
 - i) Deposit towards provisional monthly contribution towards outgoings of the Association/Organisation;
 - j) Stamp duty and registration fees, if collected from the Purchaser/Allottee/(s) which consists of taxes/charges paid or payable by the Promoter/Developer by way of GST, levies, and Cess or any other similar taxes which are or may be levied, in connection with the construction of and carrying out the Project; and
 - k) Any other similar amount collected from the Purchasers/Allottee/(s) and which are in the nature of Net Pass-Through Charges. It would also include GST or existing taxes or taxes/imposts imposed in future by any name whatsoever, cesses and levies as may be collected from the Purchaser/(s)/Allottee/(s) and/or as may be applicable on the sale

/transfer of the Premises and any future taxes levied by any Governmental Authority(ies) on the sale of the Premises).

- l) Any other charges as specified in clause 10, 11 and 12, etc. under this agreement;
- m) The Net Pass-Through Charges will be collected in a separate designated bank account by the Promoter/Developer namely Siyara Realty Private Limited stated separate bank accounts.
- n) Such Net Pass-Through Charges (consisting of tax paid or payable by the Developer 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 Developer) up to the date of handing over the possession of the Flat/~~Shop/Unit~~.

1(f) 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 Developer undertakes and agrees that while raising a demand on the Allottee/(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/(s), which shall only be applicable on subsequent payments.

1(g) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/(s) by discounting such early payments @ 0% 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 the Allottee/(s) by the Developer.

1(h) The Developer shall confirm the final carpet area that has been allotted to the Allottee/(s) 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 Developer shall refund the excess money paid by Allottee/(s) 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/(s). If there is any increase in the carpet

area allotted to Allottee/(s), the Developer shall demand additional amount from the Allottee/(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(i) The Allottee/(s) authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee/(s) undertakes not to object/demand/direct the Developer 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~~ to the Allottee/(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/~~Shop/Unit~~.

2.2 Time is essence for the promoter as well as the allottee/(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat/~~Shop/Unit~~ to the Allottee/(s) and the common areas to the association of the allottee/(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/(s) 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(d) hereinabove (payment plan).

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 43,319.17 Sq. Mtrs only and Developer has planned to utilize Floor Space Index of 43,308.18 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 Developer has disclosed the Floor Space Index of 43,308.18 Sq. Mtrs as proposed to be utilized by them on the project land in the said Project and Allottee/(s) has agreed to purchase the said Flat/~~Shop/Unit~~ based on the proposed construction and sale of Flat/~~Shop/Unit~~ to be carried out by the Developer by utilizing the proposed FSI and on the

understanding that the declared proposed FSI shall belong to Developer only. The total Floor Space Index proposed to be increased by the promoter as per UDCR by obtaining the permission from the Bhiwandi Nizampur City Municipal Corporation.

4.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Flat/~~Shop/Unit~~ to the Allottee/(s), the Developer agrees to pay to the Allottee/(s), who do not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/(s), for every month of delay, till the handing over of the possession. The Allottee/(s) agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/(s) to the Developer under the terms of this Agreement from the date the said amount is payable by the allottee/(s) to the Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/(s) committing default in payment on due date of any amount due and payable by the Allottee/(s) to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/(s) committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement:

Provided that, Developer shall give notice of 15 (fifteen) days in writing to the Allottee/(s), by Registered Post AD at the address provided by the allottee/(s) and mail at the e-mail address provided by the Allottee/(s), 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/(s) fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

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

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 Developer in the said building and the Flat/~~Shop/Unit~~ as are set out in **Schedule II and Annexure "A"** annexed hereto.

6. The Developer shall give possession of the Flat/~~Shop/Unit~~ to the Allottee/(s) on or before **31st March, 2029** (as per issuance of RERA Certificate). If the Developer fails or neglects to give possession of the Flat/~~Shop/Unit~~ to the Allottee/(s) on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee/(s) the amounts already received by promoter in respect of the Flat/~~Shop/Unit~~ with interest at the same rate as mentioned in clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat/~~Shop/Unit~~ on the aforesaid date, if the completion of building in which the Flat/~~Shop/Unit~~ 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/(s) as per the agreement shall offer in writing the possession of the Flat/~~Shop/Unit~~, to the Allottee/(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the Flat/~~Shop/Unit~~ to the Allottee/(s). The Developer agrees and undertakes to indemnify the Allottee/(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/(s) agree(s) to pay the maintenance charges as determined by the Developer or association of allottee/(s), as the case may be. The Developer shall on its behalf, offer the possession to the Allottee/(s) in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

7.2 The Allottee/(s) shall take possession of the Flat/~~Shop/Unit~~ within 15 (fifteen) days of the written notice from the Developer to the Allottee/(s) intimating that the said Flat/~~Shop/Unit~~ is/are ready for use and occupancy.

7.3 Failure of Allottee/(s) to take Possession of Flat/~~Shop/Unit~~: Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee/(s) shall take possession of the Flat/~~Shop/Unit~~ from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat/~~Shop/Unit~~ to the allottee/(s). In case the Allottee/(s) fails to take possession within the time then the Allottee/(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 05 (five) years from the date of handing over the Flat/~~Shop/Unit~~ to the Allottee/(s), the Allottee/(s) brings to the notice of the Developer any structural defect in the Flat/~~Shop/Unit~~ or the building in which the Flat/~~Shop/Unit~~ are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/(s) shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.

8. The Allottee/(s) shall use the Flat/~~Shop/Unit~~ 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/(s) along with other allottee/(s) of Flat/~~Shop/Unit~~ 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/(s), so as to enable the Developer to register the common organization of Allottee/(s). No objection shall be taken by the Allottee/(s) 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 or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/Lessor/Original Owner and/or the owners in the said structure of the building or wing in which the said Flat/~~Shop/Unit~~ 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/(s) that the Flat/~~Shop/Unit~~ is ready for use and occupancy, the Allottee/(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/~~Shop/Unit~~) 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/(s) shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee/(s) further agrees that till the Allottee/(s)'s share is so determined the Allottee/(s) shall pay to the Developer provisional monthly contribution of Rs. 5/- per Sq. Ft. per month on towards the outgoings. The amounts so paid by the Allottee/(s) 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/(s) shall on or before delivery of possession of the said Flat/~~Shop/Unit~~ keep deposited with the Developer, this clause shall be read in conjunction with clause 1(e).

The following amounts to be paid: -

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/(s) 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 Developer 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. This clause shall be read in conjunction with clause 1(e).

12. At the time of registration of conveyance of Land and structure of the building or wing of the building, the Allottee/(s) shall pay to the Developer, the Allottee/(s)'s 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/(s) shall pay to the Developer, the Allottee/(s)'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. This clause shall be read in conjunction with clause 1(e).

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee/(s) as follows:

- i. The Developer 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 Developer 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;
- 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 Developer 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 Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/(s) created herein, may prejudicially be affected;
- vii. The Developer 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~~ which will, in any manner, affect the rights of Allottee/(s) under this Agreement;

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/~~Shop/Unit~~ 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 allottee/(s) the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/(s);

x. The Developer 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 Developer 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~~ may come, hereby covenants with the Developer as follows: -

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

- ii. Not to store in the Flat/~~Shop/Unit~~ any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/~~Shop/Unit~~ 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~~ is situated, including entrances of the building in which the Flat/~~Shop/Unit~~ is situated and in case any damage is caused to the building in which the Flat/~~Shop/Unit~~ is situated or the Flat/~~Shop/Unit~~ on account of negligence or default of the Allottee/(s) in this behalf, the Allottee/(s) shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Flat/~~Shop/Unit~~ and maintain the Flat/~~Shop/Unit~~ in the same condition, state and order in which it was delivered by the Developer to the Allottee/(s) and shall not do or suffer to be done anything in or to the building in which the Flat/~~Shop/Unit~~ is situated or the Flat/~~Shop/Unit~~ which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/(s) committing any act in contravention of the above provision, the Allottee/(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat/~~Shop/Unit~~ 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~~ or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/~~Shop/Unit~~ is situated and shall keep the portion, sewers, drains and pipes in the Flat/~~Shop/Unit~~ 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~~ is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat/~~Shop/Unit~~ without the prior written permission of the Developer 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~~ 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~~ in the compound or any portion of the project land and the building in which the Flat/~~Shop/Unit~~ is situated.
- vii. Pay to the Developer within 15 (fifteen) days of demand by the Developer, 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~~ 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~~ by the Allottee/(s) for any purposes other than for purpose for which it is sold.
- ix. The Allottee/(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/~~Shop/Unit~~ until all the dues payable by the Allottee/(s) to the Developer under this Agreement are fully paid up.
- x. The Allottee/(s) 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~~ therein and for the observance and performance of the Building Rules, Regulations and Bye- laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/(s) shall also observe and perform all the stipulations and conditions laid down by the

Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/~~Shop/Unit~~ in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat/~~Shop/Unit~~ is situated is executed in favour of Society/Limited Society, the Allottee/(s) shall permit the Developer 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~~ is situated is executed in favour of Apex Body or Federation, the Allottee/(s) shall permit the Developer 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/(s) 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15 (a) In case the transaction being executed by this agreement between the promoter and the allottee/(s) is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ Allottee/(s)/ both, as the case may be, in accordance with the agreed terms of payment.

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~~ or of the said building or any part thereof. The Allottee/(s) shall have no claim save and except in respect of the

Flat/~~Shop/Unit~~ here by agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer 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. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement, he/she/they shall not mortgage or create a charge on the Flat/~~Shop/Unit~~ and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/(s) who has taken or agreed to take such.

18. BINDING EFFECT

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

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/(S) / SUBSEQUENT ALLOTTEE/(S)

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 Allottee/(s) of the Flat/~~Shop/Unit~~, in case of a transfer, as the said obligations go along with the Flat/~~Shop/Unit~~ 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/(s) has/have to make any payment, in common with other Allottee/(s) in Project, the same shall be in proportion to the carpet area of the Flat/~~Shop/Unit~~ to the total carpet area of all the Flat/~~Shop/Unit~~ in the Project.

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 hereinor 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/(s), after this the Agreement is duly executed by the Allottee/(s) and the Developer 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 **Bhiwandi**.

26. The Allottee/(s) and/or Developer 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 Developer will attend such office and admit execution thereof.

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

PURCHASER/(S) / ALLOTTEE/(S):

1. _____

2. _____

Address: _____

DEVELOPER:

M/S. SIYARA REALTY PRIVATE LIMITED

Address: B/914 , Lodha Supremus,

Akbar Camp Road, Kolshet,

Thane - 400607

Email ID: [cfoo@shaktigroup121.com/](mailto:cfoo@shaktigroup121.com)

legal@shaktigroup121.com

It shall be the duty of the Allottee/(s) and the Developer 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 Developer or the Allottee/(s), as the case may be.

28. JOINT ALLOTTEE/(S)

That in case there are Joint Allottee/(s) all communications shall be sent by the Developer to the Allottee/(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/(s).

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 settled 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 Bhiwandi courts will have the jurisdiction for this Agreement.

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

Non-Agricultural Land bearing

Survey No.	Area (Sq. Mtrs)
11	12,100
14	18,700
Total	30,800

being at Village - Kaneri, Taluka-Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka- Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub- Registration Bhiwandi, and Taluka- Bhiwandi, Registration District and District Thane, Maharashtra, out of which **25359.28 Sq. Mtrs** is clear, marketable and free from all/any encumbrances and is proposed to be developed.

SECOND SCHEDULE

(i) ABOVE REFERRED TO FLAT/~~SHOP/UNIT~~

This ~~Flat/Shop/Unit~~ No. _____ on _____ Floor, Wing – _____, unit 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 - “A” Building Type “A, B & C” (as defined in the sanction plan approved by BNCMC) in the building known as “SIYARA AVENUE”, constructed on Land bearing Survey No. 11 and 14 bearing C.T.S. No. 700, 706/B, lying and being at Village - Kaneri, Taluka - Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub - Registration Bhiwandi, and Taluka - Bhiwandi, Registration District and District Thane, Maharashtra State.

(ii) THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES

A) Description of the common area provided:

	Type of Common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/Area of the common areas provided
01	Stilt parking	31-03-2029	30-04-2029	438.41 sq.mtrs.
02	Club House 1	31-03-2029	30-04-2029	200.23 sq.mtrs.
03	Refuge	31-03-2029	30-04-2029	537.24 sq.mtrs.
04	Club House2	31-03-2029	30-04-2029	130.74 sq.mtrs.
05	Society Office	31-03-2029	30-04-2029	130.74 sq.mtrs.
06	Basement parking	31-03-2029	30-04-2029	4836.31 sq.mtrs.
07	Mezz. parking	31-03-2029	30-04-2029	1899.00 sq.mtrs.
08	Terrace	31-03-2029	30-04-2029	2515 sq.mtrs.
09	RG	31-03-2029	30-04-2029	738.26 sq.mtrs.
10	1 st floor parking	31-03-2029	30-04-2029	2274.33 sq.mtrs.
11	Open parking	31-03-2029	30-04-2029	341.50 sq.mtrs.
12	Driver Room 1	31-03-2029	30-04-2029	17.00 sq.mtrs.
13	Driver Room 2	31-03-2029	30-04-2029	18.98 sq.mtrs.
14	Driver Room 3	31-03-2029	30-04-2029	17.00 sq.mtrs.
15	2 nd floor parking	31-03-2029	30-04-2029	2475.26 sq.mtrs.

B) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Types of Facilities/amenities provided	Phase name/No.	Proposed date of Occupancy Certificate	Proposed date of handover to the Society/Common organisation	Size/Area of the facilities/amenities	FSI utilised or free of FSI
01	Driver Room 1	-----	31-03-2029	30-04-2029	17.00 sq.mtrs.	Non FSI
02	Driver Room 2	-----	31-03-2029	30-04-2029	18.98 sq.mtrs.	Non FSI
03	Driver Room 3	-----	31-03-2029	30-04-2029	17.00 sq.mtrs.	Non FSI
04	Society Office	-----	31-03-2029	30-04-2029	130.74 sq.mtrs.	FSI
05	Club House 1	-----	31-03-2029	30-04-2029	200.23 sq.mtrs.	FSI
06	Club House 2	-----	31-03-2029	30-04-2029	130.74 sq.mtrs.	FSI
07	Stilt parking	-----	31-03-2029	30-04-2029	438.41 sq.mtrs.	Non FSI
08	1 st floor parking	-----	31-03-2029	30-04-2029	2274.33 sq.mtrs.	FSI
09	2 nd floor parking	-----	31-03-2029	30-04-2029	2475.26 sq.mtrs.	FSI
10	Basement parking	-----	31-03-2029	30-04-2029	4836.31 sq.mtrs.	FSI
11	Mezz. parking	-----	31-03-2029	30-04-2029	1899.00 sq.mtrs.	FSI

C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:

	Types of Facilities/ amenities provided	Phase name/no.	Proposed date of Occupancy Certificate	Proposed date of handover to the Society/Common organisation	Size/Area of the facilities/amenities	FSI utilised or free of FSI
01	R.G.	-----	31-03-2029	30-04-2029	738.26 sq.mtrs.	Non FSI
02	Open parking	-----	31-03-2029	30-04-2029	341.50 sq.mtrs.	Non FSI

D) The size and the location of the facilities/ amenities in form open spaces (RG/ PG etc.) provided to/be provided within the plot and/or within the Layout:

	Type of Open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed Date of availability for use	Proposed date of handing over to the common organisation
01	R.G.	-----	738.26 sq.mtrs.	31-03-2029	30-04-2029

E) Details and Specification of the lifts:

	Type (Passenger/service/Stretcher/goods/fire evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
01	Passenger Lift 01	2	13 pass. (884 kgs.)	1.25 (6.7) & 1.75 (9.5)
02	Fire Lift	6	08 pass. (680 kgs.)	1.25 (5.2) & 1.75 (8.2)
03	Comm. Lift	2	06 Pass. (408 kgs.)	1.25 (3.1) & 1.75 (4.9)
04	Passenger Lift 02	3	16 Pass. (1088 kgs.)	1.25 (8.2) & 1.75 (11.9)
05	Passenger Lift 03	3	08 Pass. (680 kgs.)	1.25 (5.2) & 1.75 (8.2)

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. SIYARA REALTY PVT LTD)
Through its Authorized Signatory)
MR. JANAK PUNJALAL PATEL)

SIGNED AND DELIVERED BY THE)
WITHIN NAMED “ALLOTTEE/(S)”)
THE PARTY OF THE SECOND PART”)
1. _____)

2. _____)

WITNESS:

in presence of _____)

in presence of _____)

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

RECEIPT

RECEIVED WITH THANKS from 1. _____ and 2.
_____, 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 (In Rupees)
1				
2				
3				
	Total			

(*cheques are subject to realization*)

towards part payment against **Flat/Shop/Unit No.** _____ **on** _____ **Floor, Wing –** _____, **unit area admeasuring about** _____ **Sq. Mtrs. RERA Carpet and** _____ **Sq. Mtrs. Balcony, aggregating to a total area admeasuring** _____ **Sq. Mtrs., in Plot - “A” Building Type “A, B & C” (as defined in the sanction plan approved by BNCMC) in the building known as “SIYARA AVENUE” constructed on Land bearing Survey No. 11 and 14 bearing C.T.S. No. 700,706/B, lying and being at Village - Kaneri, Taluka - Bhiwandi, within the limits of Bhiwandi Nizampur City Municipal Corporation, Sub-Registration Bhiwandi, and Taluka- Bhiwandi, Registration District and District Thane, Maharashtra State.**

FOR M/S. SIYARA REALTY PRIVATE LIMITED

MR. JANAK PUNJALAL PATEL
AUTHORISED SIGNATORY

Annexure 'A'
(Read with Clause No. 5 of this Agreement)

1. R.C.C. framed structure designed as per design.
2. Earthquake- resistance design (As Applicable).
3. External Walls: AAC / Fly ash Bricks.
4. Internal Partitions: AAC / Gypsum.
5. External Plaster: double coat sand faced plaster / texture finish.
6. Vitrified tiles on flooring of kitchen, bed room, hall, dining & passage.
7. Red Colored Fire fitting's pipe with attached sprinklers with sensors as per the norms.
8. Granite window frame sill with Powdered coated aluminum sliding windows with lock.
9. Granite kitchen and Service platform with Semi Marble with Dado tiles up-to Beam bottom over the platform.
10. Sanitary Bath fittings & Fixtures with a Dado tiles full height in bathrooms.
11. Granite frame with waterproof Doors with handle and lock for bathroom doors with wash basin at each bathroom.
12. Shock & Fire proof concealed wiring with earthing and modular switches with MCB/ LCB switches for safety, Rooms with A.C. points.
13. Elevator with generator back up for every building covering passage lights, lobby and meter room.
14. Solar System as per the norms.
15. Grand entrance lobby with CCTV.

** The above is a tentative list as annexed and are subject to change at Developer's discretion without any prior intimation and/or notice and/or any written/oral consent of the Purchaser/(S).*