

MODIFICATIONS/ ADDITIONAL CLAUSES HIGHLIGHTED IN YELLOW COLOUR
ADDITIONAL CLAUSES ARE HIGHLIGHTED IN GREY COLOUR

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made at Mumbai on this ____ day of ____ in the year Two Thousand and ____

BETWEEN

M/S. TAMOS ASSOCIATES, a Partnership FIRM and a registered partnership firm under the provisions of the Indian Partnership Act, 1932, having Registration receipt number MB000103991 dated 16th December 2021 having its registered office at 1001, Al-Taheri building, church road, Andheri East, Mumbai 400059, (hereinafter referred to as the "**PROMOTER**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said FIRM and the partners that may be added from to time and survivors or survivor of them and the heirs, executors & administrator of the last surviving partner) of **ONE PART**

AND

Mr./Mrs./Miss/M/s. _____ having address at _____ hereinafter referred to as the "**ALLOTTEE**", (which expression shall unless it be repugnant to the subject, context or meaning thereof, always mean and include, (a) in the case of individual, individual's heirs, legal representatives, executors, administrators, (b) in case of Partnership, the partners for the time being of the said FIRM and the partners that may be added from to time and survivors or survivor of them and the heirs, executors & administrator of the last surviving partner and (c) in the case of Company or Association or Body Corporate its successors and permitted assigns) of **OTHER PART**.

In case of there being more than one ALLOTTEE then they be collectively referred to as the "**ALLOTTEE**". The **PROMOTER** and the **ALLOTTEE** are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. Kandivali Sanghvi Co-Operative Housing Society Ltd, a Co-operative Housing Society Ltd duly incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/R/9675/1984 dated 07/02/1984 [hereinafter referred to as the "**SAID SOCIETY**"] as Owner is seized and possessed of and otherwise well and sufficiently entitled to all right, title and interest in respect of the said property being all that piece and parcel of land admeasuring 2223.20 sq. meters or thereabouts bearing CTS Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067 ("**SAID PROPERTY**") more particularly described in the **FIRST SCHEDULE** hereunder written.
- B. By an under a Tripartite Development Agreement dated 12th July 2023 executed between by and between Kandivali Sanghvi Co-operative Housing Society Limited therein referred to as the "Society" and Party of the First Part, M/s. Tamos Associates therein referred to as the "Developer" and Party of the Second Part and the Member/s of the Society therein referred to as "Member/s" and Party of the Third Part and duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BRL-6/14669 of 2023

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dated 20th June 2023, the Society and the Member/s therein agreed to grant, assign and transfer unto and in favour of the Developer the development rights in respect of the said property more particularly described in the First Schedule hereunder written. The said Society also executed a Power of Attorney dated 12th July 2023 duly registered with Sub-Registrar of Assurances at Mumbai under Sr. No. BRL-6/14670/2023 dated 13th July 2023 in favour of the Developer for effectually carrying out the Redevelopment of the said property. The said Development Agreement and the Power of Attorney are valid, subsisting and binding on the parties thereto.

- C. The Promoter has informed the Allottee/s about all these aspects pertaining to the ongoing Project including applications, sanctions, permissions pertaining to the Project and common amenities and facilities for the entire Project, and the Allottee/s agrees and acknowledges the same. The Promoter reserves its right in its absolute discretion to amend/alter/modify the Project from time to time as it may deem fit and/or also change the location of any amenities, and facilities in the Project or change the nature of the building proposed to be constructed on the Project as per Relevant Laws.
- D. The Promoter thus, intends to construct on the said Property, a multi-storeyed proposed buildings comprising of comprising of two Basement plus Ground Shops plus Nine Upper Floors being __ Wing and commercial building comprising of Seven Upper Floors being __ Wing being the Proposed Buildings with the name [REDACTED] or such further additional floors or structures as may be approved to be constructed on the said Property as mentioned hereinafter.
- E. The Promoter shall carry out the development in consonance with the Relevant Laws in the manner the Promoter may deem fit. For the purpose of this Agreement, "Relevant Laws" means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- F. The Promoter has informed the Allottee/s and the Allottee/s hereby agree/s, acknowledge/s and confirm/s that the amenities of the Project (as enlisted in ANNEXURE "A" annexed and marked hereto), shall be shared by all the residents of the Project. Further, the costs and charges towards such common areas and amenities shall be shared between all the Allottee/s/member/s of the building. The Allottee/s hereby acknowledges, confirms and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
- G. The Promoter has appointed [REDACTED] as their Architects and entered into a standard Agreement with them and such Agreement is as per the Agreement prescribed by the Council of Architects;
- H. The Promoter has appointed [REDACTED] as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- I. The Promoter while acting on the said Development Agreement further got the plans in respect of the proposed building duly sanctioned and approved from the MCGM under Intimation of Disapproval (I.O.D.) under bearing Ref No. P-7691/2021/(3)/R/S-Ward/AKURLI-R/S/337/1/ New dated 9th

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- Q. The authenticated copies of the Plan of the Flat/ office/ Shop agreed to be purchased by the Allottee/s, as sanctioned and approved by concerned authorities have been annexed and marked as **ANNEXURE "I"**. The specification to be provided in the Flat/ office/ Shop is hereto annexed and marked as **ANNEXURE "J"**.
- R. 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 the Relevant Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- S. The Promoter is entitled and enjoined upon to construct building on the said Property in accordance with the recitals of this Agreement.
- T. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the Flat/ office/ Shop agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- U. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said premises/unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the (Flat/ office/ Shop) and the Garage/Basement Parking / Open Parking (if applicable).

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

1. Construction:

two Basement + Ground Shops + Upper Floor Offices and Upper Floor Flats

- 1.1 The Promoter are developing the a multi-storeyed proposed buildings comprising of comprising of two Basement plus Ground Shops plus Nine Upper Floors being ___ Wing and commercial building comprising of Seven Upper Floors being ___ Wing being the Proposed Buildings with the name [REDACTED] in accordance with the plans, designs and specifications as approved by the concerned authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above and Promoter accepts full and sole responsibility and liability for entire Development of the Project) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Allottee/s. Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat/ office/ Shop of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- 1.2 The Amenities and Facilities of the Project shall at all times remain common and shall be shared by all the residents of the Project. The Allottee/s hereby confirm/s and undertake/s that the Allottee/s and/or society shall not at any time raise any objection/ dispute /

hindrance for any reason whatsoever for use of such Common Areas and Amenities and Facilities of Project by the Allottee/s/member/s of the Project. Further, the costs and charges towards such Common Areas and Amenities and Facilities of the Project shall be shared between all the Allottee/s/ member/s of the Project. The Allottee/s hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.

2. Descriptions of Flat/ office/ Shop. Parking Space(s) and Common Areas And Facilities & Total Consideration:

2.1 At the request of the Allottee/s, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter: -

(a) Flat /Office / Shop of the aforesaid Total Area bearing Flat/ Office/ Shop No. _____ admeasuring _____ square feet RERA Carpet area, on the _____ floor of the Building known as _____ ("SAID PREMISES/ UNIT");

(b) _____ car parking space(s) ("SAID PARKING SPACE") ("Garage/Basement Parking / Open Parking) constructed on the said Property bearing No. _____.

which is more particularly described in the Second Schedule hereunder written and shown in Blue colour boundary line on the plan annexed as Annexure "H" constructed on the said Property, along with the right to use the Amenities and Facilities more particularly in the Annexure "A".

[Comment: please ensure that '0' is added before the nos. of Parking Space and 'Nil' where no Parking Space is provided.]

2.2 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or **equivalent** to be provided by the Promoter in the said building and the said premises/unit as are set out in Annexure "A", annexed hereto. The Allottee/s hereby confirms that the Allottee/s is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure "A" and the same shall only be relied by the Parties.

2.3 The Carpet Area of the Flat/ office/ Shop is _____ square feet RERA Carpet area and the Exclusive Areas of the Flat/ office/ Shop is _____ square feet RERA Carpet area aggregating to Total Area of _____ square feet RERA Carpet area. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital T above.

2.4 In consideration of the above, the Allottee/s hereby agrees to pay to the Promoter a total lumpsum sale consideration of Rs. _____ ("TOTAL CONSIDERATION"), comprising of the following: -

Sr. No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Flat/ office/ Shop including parking space	
(ii)	Towards the Exclusive Areas of the Flat/ office/ Shop.	
(iii)	Towards proportionate consideration for Common Areas charges including club house development charges calculated	

	on the Carpet Area of the Flat/ office/ Shop.	
(iv)	Towards Facilities as set out in Annexure _____. [Note: this will include Club house membership fees/charges, PLC and floor rise.]	

10% of the Total Consideration shall be the Earnest Money. Along with the Total Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Promoter, amounts as specified in Clause 7 of this Agreement.

3. Variations in Area:

- 3.1 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand 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 2 of this Agreement.

4. Payment Schedule & Manner of Payment:

- 4.1 The Allottee/s hereby agrees and undertakes to pay to the Promoter the Total Consideration of Rs. _____ (Rupees _____ Only) in the following manner:

Sr. No.	Milestone	Percentage	Rupees
(i)	Before Registration of this Agreement.	10%	
(ii)	Immediately after execution and registration of this Agreement.	20%	
(iii)	On completion of Plinth of the Flat/ office/ Shop' building/wing.	15%	
(iv)	on completion of slabs including podiums and stilts of the Flat/ office/ Shop' building/wing.	25%	
(v)	On completion of the walls, internal plaster, floorings, doors and windows of the Flat/ office/ Shop.	5%	
(vi)	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the ____ [please	5%	

	mention the floor on which the Flat/ office/ Shop is situated] floor.		
(vii)	On completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the Flat/ office/ Shop's building/wing.	5%	
(viii)	On completion of Flat/ office/ Shop's building's/wing's 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 this Agreement.	10%	
(ix)	At the time of handing over of possession of Flat/ office/ Shop or on receipt of Occupation Certificate or Completion Certificate.	Balance	
	Total:		

Note: Each of the instalments mentioned in the sub clause (iii) and (iv) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

The Promoter has the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequences of milestones.

4.2 The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.

4.3 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "_____ ACCOUNT".

4.4 For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:

(i) Beneficiary's Name : _____ Account
(ii) Beneficiary's Account No. : _____
(iii) Bank Name : _____ Bank
(iv) Branch Name : _____

(v) Bank Address : _____
 (vi) IFSC Code : _____

4.5 In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat/ office/ Shop, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Promoter through an account payee cheque/ demand draft drawn in favour of "_____".

4.6 Further, at the express request of the Allottee/s, the Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the instalments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

4.7 In the event, the Promoter is required to refund any amounts in terms of this Agreement, the Promoter may refund such amounts in the below Bank account. The Allottee/s agree to update the Promoter of any change in the Bank account details immediately and shall not hold the Promoter liable in case of Allottee/s's failure in this regard.

Name of Account Holder	Bank Account No.	Name of the Bank and Branch	IFSC

4.8 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 20 below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. ____/- (Rupees ____ only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. ____/- (Rupees ____ only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

4.9 The Total Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("Authorities") from time to time in the manner levied by the Authorities. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by competent authorities etc., the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

5. **Taxes:**

5.1 The Total Consideration above excludes Taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or

other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Flat/ office/ Shop for the period upto the date of handing over of possession of the Flat/ office/ Shop.

5.2 For the purpose of this Agreement,

- *"GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.*
- *"GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.*
- *"Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

5.3 Taxes shall be payable by the Allottee/s on demand made by the Promoter within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same.

6. Tax Deducted at Source:

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

7. Payment of Other Charges:

The Allottee/s shall on or before delivery of possession of the said premises/unit deposit and keep deposited with the Promoter the following amounts, which shall be transferred to the society / limited company / federation / Apex Body (as defined below):-

(a) The aforementioned clause has been detailed out in a tabular format herein below for ease of reference:

Sr. No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society for __ months.	
(ii)	Estimate amounts towards corpus fund to be deposited with Promoter / service provider, as may be directed by the Promoter	
	Total:	

(b) The Allottee/s shall on demand pay to the Promoter the following amounts:-

Sr. No.	Particulars	Rupees
(i)	Estimate amount for share money, application entrance fee of the society	
(ii)	Estimate amount for formation and registration of the society	
(iii)	Estimate amounts for share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body	
(iv)	Estimate amounts provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body	
(v)	Estimate amounts for deposit towards water connection charges, electric connection charges	
(vi)	Estimate amounts for deposit towards gas connection charges	
(viii)	Estimate amounts for deposit towards other utility / services charges	

[Comment: please delete or incorporate other services according to the project requirement.]

8. Legal charges for formation of society / limited company / federation / Apex Body:

- 8.1 The Allottee/s shall on demand pay to the Promoter a sum of Rs.____/- (Rupees ____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Promoter in connection with the formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.
- 8.2 The Allottee along with other allottee(s) of Apartments 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 Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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.
- 8.3 The Promoter 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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.