

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai, on this day of 20 ...

BETWEEN

Tulsi Homemaker LLP, a Limited Liability Firm, duly registered under provisions of Limited Liability Partnership Act, 2008, having its registered office at - 1209, V Times Square, Plot No. 3, Sector 15, CBD Belapur, Navi Mumbai 410 614 (PAN no. PAN No. AALFT5263H), through its partner Mr. Pravin Ravjibhai Patel, (Aadhar no. -----) hereinafter referred to as "**the PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor-in-interest, executors, administrators and permitted Purchaser/s);

AND

Mr., aged years, (PAN No. & Aadhar Card No.) and 2) Mrs., aged years, (PAN No. & Aadhar Card No.) both adults, Indian Inhabitants, residing at: hereinafter called "**the PURCHASER/s**" (which expression shall unless repugnant to the context or meaning thereof be

deemed to include his/her/its heirs, executors, administrators, successors-in-interest and permitted Purchaser/s).

AND

Sahyadri Co-operative Housing Society Limited,
(formerly known as Sahyadri Apartment Owner's Association) duly registered under the Maharashtra Co Op Societies Act 1960, bearing Regn. No. N.B.O.M / CIDCO / HSG / (T.C) / 9788 / JTR / 2022-23 and issued certificate dated 28/03/2023, having its registered office at - PL 6A, Building Nos. 1 to 12, Sector 14, Khanda Colony, New Panvel (West), Navi Mumbai, through their Constituted Attorney Mr. Pravin Ravjibhai Patel hereinafter referred to as the **"the Confirming Party"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/its heirs, executors, administrators, successors-in-interest and permitted Purchaser/ss)

WHEREAS:

A) The City and Industrial Development Corporation of Maharashtra Ltd., a Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "CIDCO Ltd" for

the sake of brevity) having its registered Office at - Nirmal, 2nd Floor, Nariman Point, Mumbai 400021, is a New Town Development Authority, under the provisions of Sub - Section (3-a) of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No. - xxxviii of 1966) (hereinafter referred to as "M.R.T.P Act" for the sake of brevity).

B) By virtue of being the Development Authority the CIDCO Ltd has been empowered under Section 113 M.R.T.P Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under M.R.T.P Act. Pursuant to Section 113(1) of the said act, the State Government acquired lands in and around the vicinity of Navi Mumbai and vested such lands in the corporation for their development and disposal.

C) The CIDCO Ltd has constructed buildings on Plot No. 14/01 admeasuring 9869.42 Square Meter, situated at Sector 14, Khanda Colony, New Panvel (West), Navi Mumbai - 410206 (hereinafter referred to as "the Project Land" for the sake of brevity) more particularly

described in First Schedule mentioned herein below. The said buildings are styled as PL-6A Type, Condominium No. 1, consisting of twelve (12) buildings and numbered as 1 to 12 comprising of aggregate One Hundred and Ninety Two (192) Residential Units. CIDCO Ltd sold all the above Residential Units to prospective buyers.

- D) Consequently, CIDCO Ltd has executed Deed Of Lease dated 04-06-1996 in favour of Apartment Owners known as Sahyadri Apartment Owner's Association, whereby CIDCO Ltd has granted Lease of "the Project Land" along with buildings viz., PL-6A Type, Condominium No. 1, consisting of twelve (12) buildings and numbered as 1 to 12 unto and use the of the Lessees as tenants in commons in shares equally of the respective percentage of the undivided interest of the Apartment Owners in the common areas and facilities as expressed and on such terms and conditions contained therein. This Deed of Lease was duly registered with the Office of Sub-Registrar of Assurance of Thane under Document No. 2172/96 dated 12-06-1996.

- E) Thereafter, the "Association" old buildings were occupied and utilized by One Hundred Ninety Two (192) Association Members. Since buildings viz., PL - 6A Type, Condominium No. 1, Building Nos. 1 to 12 were more than thirty five (35) years old, Sahyadri Apartment Owner's Association has decided to undertake re-development of the same by demolishing PL - 6A Type, Condominium No. 1, Building Nos. 1 to 12 by inviting bids under Open Tender System.
- F) Accordingly, "Association" had appointed M/s. Urban Analysis & Solutions Consultancy as the Project Management Consultant, who has presented the Feasibility Report. Thereafter, "Association" has published a Tender Notice in daily Newspapers namely, Times of India and The Maharashtra Times on dated 30-07-2022 calling upon bids for Re-development proposals from interested Developers in compliance with terms and conditions the Tender documents
- G) The "Promoter" herein has participated in the Tender process and was declared as "H-1" bidder in Technical as well as Commercial offer. Consequently, the "Promoter has put forth their Final Offer vide Letter dated 28-10-2022 and 15-12-2022 to Sahyadri Apartment

Owner's Association. The "Association" has duly accepted the Final Offer of the "Promoter" and has issued a Letter of Intent dated 03/02/2023 to the "Promoter" thereby granting Re-development rights in respect of "the Project Land" on such terms and conditions contained therein

H) Government of Maharashtra vide notification dated 02/12/2020 has sanctioned Unified Development Control and Promotion Regulations for Maharashtra State, ("UDCPR") to allow Re-development of CIDCO Ltd constructed old, dilapidated and dangerous building. PL - 6A Type, Condominium No. 1, Building Nos. 1 to 12, situated at Plot No. 14/1, Sector 14, Khanda Colony, New Panvel (West), Navi Mumbai 410206 falls within the ambit of UDCPR.

I) CIDCO Ltd vide its Letter dated 25/10/2022 addressed to "Association" has issued the certified demarcation of "the Project Land" with its dimensions. Further, the CIDCO Ltd vide its Letter dated 16/01/2023 has also issued "NOC" for conversion of "Apartment Owners Association" into a "Co-operative Housing Society" thereby cancelling the Deed of Declaration of Association.

J) Accordingly, "Promoter" in consultation with the "Association" has put forth the proposal for formation of Sahyadri Co-Op Housing Society Ltd of the members of "Association" with the Joint Registrar of Co Op Societies (CIDCO). Joint Registrar of Co-Op. Societies (CIDCO) vide its Letter dated 28-03-2023 has sanctioned the proposal of formation of Sahyadri Co-Op Housing Society Ltd" and has been further pleased to issue Registration Certificate bearing no. N.B.O.M / CIDCO / HSG (T.C) / 9788 / JTR / 2022-2023 dated 28-03-2023.

K) Accordingly, CIDCO Ltd has executed a Supplementary Lease Deed dated 21/05/2023 in favour of "Sahyadri Co-Op Housing Society Ltd" herein referred to as "Confirming Party" thereby has granted lease of "the Project Land" along with PL/6A Type building nos. 1 to 12 in favour of Confirming Party herein viz., "Sahyadri Co-Op Housing Society Ltd" (formerly known as "Association").

L) In furtherance to issuance of Letter of Intent dated 03/02/2023, the Confirming Party herein has entered into Development Agreement dated 03/08/2023 whereby, "the Confirming Party" has

granted development rights in respect of "the Project Land" along with right to sell the constructed units falling to Promoter's allocation to prospective buyers in the Project to be constructed by the Promoter on "the Project Land" and on such terms and conditions contained therein. The Development Agreement dated 03-08-2023 is duly registered with the Office of Sub Registrar of Assurance - Panvel 4, at Document No. Panvel4-10723-2023 on 04-08-2023. Hereto annexed and marked as **Annexure "A"** is the copy of Development Agreement dated 03/08/2023.

M) The Confirming Party in accordance with the terms of Development Agreement dated 03-08-2023 has executed Specific Power of Attorney dated 03-08-2023 in favour of "Promoter" for effectual performance of the terms of Development Agreement dated 03-08-2023. The Specific Power of Attorney dated 03-08-2023 is duly registered with the Office of Sub Registrar of Assurance - Panvel 4, at Document No. Panvel4-10724-2023 on 04-08-2023.

N) CIDCO Ltd vide Letter bearing reference no. CIDCO/Estate-3/2023/2882, dated 16-10-2023 addressed to Confirming Party has granted NOC

for carrying out re-development of dilapidated building no. PL - 6A Type, Condominium No. 1, Building Nos. 1 to 12, Plot No. 14/1, Sector 14, Khanda Colony, New Panvel (West) - 410206.

O) The Panvel Municipal Corporation (hereinafter referred to as "Corporation" for the sake of brevity) vide Letter of Intent bearing reference no. PMC/TP/New Panvel/14/14/1/21-24/5023/005/2024, dated 01-01-2024 addressed to Sahyadri Co-Op Housing Society Ltd, whereby Corporation on primary scrutiny of proposal, the PL - 6A Type, Condominium No. 1, Building Nos. 1 to 12, Plot No. 14/1, Sector 14, Khanda Colony, New Panvel (West) - 410206 are approvable as per UDCPR - 2020.

P) The Corporation vide Letter bearing reference no. PMC/TP/New Panvel/14/14/1/22-24/5023/939/2024, dated 07-03-2024 addressed to Confirming Party, through POA Holder "Promoter", has granted Development Permission / Commencement Certificate under the provisions of Section 45 of "M.R.T.P. Act" for the development work of the proposed residential building on "the Land" comprising of Four Hundred and Thirty Three (433) Residential Units and Forty Nine (49)

Commercial Units in the proposed building of Basement 1 + Basement 2 + Ground + Fourteen (14) upper floors on "the Project Land" as per the plans and specifications as approved by "Corporation". The "Promoter" have in accordance with Development Permission / Commencement Certificate dated 07-03-2024 have commenced construction of the buildings on "the Project Land". Hereto annexed and marked as Annexure "B" is the authenticated copy of Development Permission / Commencement Certificate dated 07-03-2024 granted by "Corporation".

Q) The "Promoter" have entered into a standard Agreement with Urban Analysis and solution consultancy services, Architect registered with the Council of Architects and such Agreement is as per the Agreement as prescribed by the Council of Architects.

R) The "Promoter" have registered the Project "**Tulsi Sahyadri**" with the Real Estate Regulatory Authority at Mumbai under the provisions of The Real Estate (Regulation and Development) Act, 2016 r/w The Maharashtra Real Estate (Regulations and Development) (Registrations of real estate Project,

Registration of real estate agents, rates of interest and disclosures on website) Rule, 2017 (hereinafter referred to as "MahaRERA" for the sake of brevity) at vide Registration No. _____. Hereto annexed and marked as **Annexure "C"** is the authenticated copy of the RERA Registration Certificate.

S) The "Promoter" had appointed _____, having office at- _____, as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the Architect and the structural Engineer till the completion of the building.

T) The authenticated copies of the Certificate of Title issued by JS LEGAL, Advocates of the "Promoter" and Search Report prepared by Mr. Vinay Mankame, showing the nature of the title of the "Promoter" to "Project Land" on which the Project "Tulsi Sahyadri" is being constructed. Hereto annexed and marked as **Annexure "D"** is the copy Certificate of Title and **Annexure "E"** is the Search Report.

U) The Purchaser/s has/ have proposed to purchase a Unit bearing no., on floor, admeasuring square meters carpet area along

with exclusive balcony area square meters appurtenant to the said Unit for exclusive use of the Purchaser/s ("the Unit") in Project called as "**Tulsi Sahyadri**" being constructed by the Promoter.

V) On demand from the Purchaser/s, the Promoter has given inspection to Purchaser/s of all the documents of title relating to "the Project Land" and the plans, designs and specifications prepared by the Promoter's Architects and such other documents as are specified under the RERA and the Rules and Regulations made thereunder. The Purchaser/s has / have satisfied himself / themselves about the title of the Promoter to "the Project Land".

W) The Purchaser/s has / have agreed to purchase the said Unit bearing no. square meters carpet area along with exclusive balcony area square meters appurtenant to the said Unit for exclusive use of the Purchaser/s more particularly described in Second Schedule mentioned herein below in Project known as "**Tulsi Sahyadri**" being constructed on the "the Project Land" for total consideration of Rs./- (Rupees only);

- X) The Carpet Area of the afore stated Unit is sq. meters and the "carpet area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser /s, but includes the area covered by the internal partition walls of the Unit.
- Y) The authenticated copies of plans and specification of the Unit agreed to be purchased by the Purchaser /s, as sanctioned and approved by "Corporation". Hereto annexed and marked as **Annexure "F"** is the copy of sanctioned, approved and as build plans.
- Z) Under Section 13 of the MahaRERA, "the Promoter" is required to execute a written Agreement for assigning the afore stated Unit with the Purchaser/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

Promoter" hereby agrees to assign and the Purchaser/s hereby agrees for the same.

AA) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereto, "the Promoter" hereby agrees to sell and the Purchaser/s agrees to purchase a Covered Parking in building **"Tulsi Sahyadri"**.

BB) *The Promoter have provided the Society Office which has been approved by "Corporation". This Society Office shall be handed over to the Society at the time of conveyance free of cost to the Society. After accommodating the Society Office there is a balance stilt area which is not used. This stilt area is meant for outdoor recreation and shall not at any point of time be encroached upon by the Society. Failing which "Corporation" is liable to take action against the Society. This Clause shall be binding on the entire Society and its members.*

CC) The parties hereto are 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;

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

- 1) The Promoter are constructing Project "Tulsi Sahyadri" consisting of Five Wings of Two Basement+ Ground + Fourteen upper floors on "the Project Land" in accordance with the plans, designs and specifications as approved by Corporation from time to time

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

- 1(a) The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser /s Unit bearing no. square meters carpet area along with exclusive balcony area

square meters appurtenant to the said Unit for exclusive use of the Purchaser/s in the Wing of Project "Tulsi Sahyadri" as shown in the floor plan thereof annexed and marked as Annexures "G" for consideration of Rs. /- (Rupees only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** annexed herewith.

1(b) The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Covered Parking No. for consideration of Rs. /- (Rupees only).

1(c) The total aggregate consideration amount for the Unit including Covered Parking is Rs. /- (Rupees only).

1(d) The Purchaser /s has / have paid on or before execution of this Agreement a sum of Rs. /- (Rupees only) (i.e. 10% of the total consideration) as

advance payment / earnest amount and hereby agrees to pay to that Promoter the balance amount of Rs. /- (Rupees only) in the following manner viz.,

i. Amount of Rs. /- (Rupees only) (i.e. 20% of the total consideration) to be paid to the Promoter on execution of Agreement for Sale in favour of the Purchaser in respect of the purchase unit.

ii. Amount of Rs. /- (Rupees only) (i.e. 15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit is located.

iii. Amount of Rs. /- (Rupees only) (i.e. 4% of the total consideration) to be paid to the Promoter on completion of the 1st Slab of the building or wing in which the said Unit is located.

iv. Amount of Rs. /- (Rupees only) (i.e. 3% of the total consideration) to be paid to the

Promoter on completion of the 2nd Slab of the building or wing in which the said Unit is located.

v. Amount of Rs. /- (Rupees only) (i.e. 3% of the total consideration) to be paid to the Promoter on completion of the 5th Slab of the building or wing in which the said Unit is located.

vi. Amount of Rs. /- (Rupees only) (i.e. 3% of the total consideration) to be paid to the Promoter on completion of the 7th Slab of the building or wing in which the said Unit is located.

vii. Amount of Rs. /- (Rupees only) (i.e. 3% of the total consideration) to be paid to the Promoter on completion of the 9th Slab of the building or wing in which the said Unit is located.

viii. Amount of Rs. /- (Rupees only) (i.e. 3% of the total consideration) to be paid to the Promoter on completion of the 11th Slab

of the building or wing in which the
said Unit is located

ix. Amount of Rs. /- (Rupees
..... only) (i.e. 3% of the total
consideration) to be paid to the
Promoter on completion of the 13th
Slab of the building or wing in which
the said Unit is located.

x. Amount of Rs. /- (Rupees
..... only) (i.e. 3% of the total
consideration) to be paid to the
Promoter on completion of the 15th
Slab of the building or wing in which
the said Unit is located.

xi. Amount of Rs. /- (Rupees
..... only) (i.e. 5% of the total
consideration) to be paid to the
Promoter on completion of the brick
work i.e. walls, internal plaster,
floorings, doors and windows of the
said Unit.

xii. Amount of Rs. /- (Rupees
..... only) (i.e. 5% 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 Unit is located.

xiii. Amount of Rs. /- (Rupees only) (i.e. 5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Unit.

xiv. Amount of Rs. /- (Rupees only) (i.e. 10% 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 to Assign of the building or wing in which the said Unit is located.

xv. Balance Amount of Rs. /- (Rupees only) (i.e. 5% of the total consideration) against and at the time of handing over of the possession of

the Unit to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the Unit.

Total aggregate consideration amount for the Unit does not include the following charges - a) Stamp Duty, Registration and other charges payable to the concerned authorities, b) Water connection charges and electricity connection charges, c) Electric cable laying charges, d) Development charges for Land and Building and infrastructure charges, e) Legal charges for documentation, f) Transfer fees, g) Water Resources Development charges, h) Any other taxes, cesses that shall be levied

or become leviable by CIDCO Ltd or any Government authorities and also such other charges, escalations imposed by CIDCO Ltd or any other Government Authorities, i) Proportionate share of Property taxes, j) Share money; entrance Fee of the Society, k) CIDCO Ltd transfer charges

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

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments @ 10 % 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 a Purchaser/s by the Promoter.

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the Occupancy Certificate is granted by the Corporation, 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 Promoter shall refund the excess money paid by Purchaser/s within forty-five (45) days with annual interest at the rate

specified in the Rules and Regulations from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/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 Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her/ it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(j) The payment of all the above installments/payment will be accepted by Cheque /Demand Draft/Pay Order/NEFT/RTGS only mentioned in Clause 1(d) hereof. The Cheque/s or Demand Draft or Pay Order

should be drawn in favour of: **TULSI
HOMEMAKER LLP**, Account No....., with
Axis Bank Limited. CBD Belapur Branch" and
shall be sent to Office of Promoters at -
1209, V Times Square, Plot No. 3, Sector
15, CBD Belapur, Navi Mumbai 410 614,
either by Hand Delivery or by Registered
A/D or by Courier (Acknowledgement Due in
all types of deliveries). In case if the
Purchaser/s has/have made the payment by
NEFT or by RTGS, then immediately upon the
Purchaser/s making such payment to the
Promoter's designated account, the
Purchaser/s shall intimate to the
Promoters the UTR Number, Bank details and
such other details as shall be required by
the Promoters to identify and acknowledge
the receipt of the payment by the
Promoters. In case, if the Promoters
desires to receive further payments of
balance installments, favouring certain
other Bank Account of the Promoters, then
and in that event, the Promoters shall
specifically mention the new Bank Account
in the Installment Demand Letter that
shall be addressed to the Purchaser/s.

Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their Financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by "Corporation" and/or concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from "Corporation" occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Purchaser/s and the common areas to the Society of the Purchaser/s after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her

and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (d) herein above. (herein after referred to as "Payment Plan" for the sake of brevity).

3. The Promoter hereby declares that the Floor Space Index (F.S.I) as available in respect of the Project land is 1.5 with 15% of the total FSI for commercial utility has been utilized by the Promoter. The Promoter have represented the Purchaser /s that no part of the said FSI has been consumed / utilized by the Promoter elsewhere.

The Promoter is further entitled to additional FSI which can be purchased by the Promoter under new UDCPR. The Promoter shall be entitled to consume the said FSI in Project "Tulsi Sahyadri" being constructed on "the Project Land" and the Purchaser/s shall not be entitled to the same in any manner.

- 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s, who

does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of Sub Clause no. 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by "Corporation" and/or concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the

Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of 10% liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days (30) of the termination, the installments (excluding taxes and levies) of consideration of the Unit which may till then have been paid by the Purchaser/s to the Promoter.

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 to be provided by the Promoter

in the said building and the Unit as are set out in Annexure "H" and "F" annexed hereto.

6. The Promoter shall give possession of the Unit to the Purchaser/s on or before If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the 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.

7.1 The Promoter, upon obtaining the Occupancy Certificate from the Corporation and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Unit, to the Purchaser/s in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/ss, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing within seven (7) days of receiving the Occupancy Certificate of the Project.

7.2 The Purchaser/s shall take possession of the Unit within fifteen (15) days of the written notice from the Promoter to the Purchaser/s intimating that the said Units are ready for use and occupancy:

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

7.4 If within a period of five (5) years from the date of handing over the Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Unit or the building in which the 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter,

compensation for such defect in the manner as provided under the Act.

8. The Purchaser /s shall use the Unit or any part thereof or permit the same to be used only for the purpose of "Residence" and Covered Parking only for the purpose of parking his / their own motor vehicle as permitted by "Corporation"

9. The Purchaser/s along with other Purchaser/s(s)s of Units in Project "Tulsi Sahyadri shall join informing and registering the existing Society viz. Sahyadri Co-operative Housing Society Limited 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 byelaws of the Society and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organization of Purchaser/s. No

objection shall be taken by the Purchaser/s if any; changes or modifications are made in the draft bye-laws by any Competent Authority.

9.2 Within fifteen (15) days after notice in writing is given by the Promoter to the Purchaser/s that the Unit is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project land and Building/s namely Property Tax, 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 said structure of the building/s or wings is transferred to the Society the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of

Rs..... (Rupees Only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance / Assignment of Lease of the structure of the building or wing is executed in favour of the "Society" 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 Promoter to the "Society".

10. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ____/- (Rupees Only) for share money, application entrance fee of the Society as applicable

(ii) Rs. ____/- (Rupees Only) for formation and registration of the Society.

(iii) Rs. ____/- (Rupees Only) as per actuals for proportionate share of

taxes, and other charges/levies in respect of the Unit .

(iv) Rs. _____/- (Rupees Only) per sq. ft. of carpet area for deposit towards provisional monthly contribution towards outgoings for 24 months .

(v) Rs. _____/- (Rupees Only) for Deposit towards Water, Electric, and other utility and services connection & others.

(vi) Rs. _____/- (Rupees Only) for deposits of electrical receiving and Sub Station provided in Layout

11. The Purchaser/s shall pay to the Promoter his proportionate share of expenses to a tune of Rs. _____/- (Rupees Only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with induction of the Purchaser in "Society", for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease will be as per actuals.

12. At the time of registration of Conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoter, the Purchaser/s share of stamp duty and registration charges payable, by the said Society 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 Purchaser/s shall pay to the Promoter, the Purchaser/s share of CIDCO Ltd transfer charges, stamp duty and registration charges payable, by the said Society 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 Society.

13. The Promoter and Confirming Party hereby represents and warrants to the Purchaser/s as follows

(i) The Promoter and Confirming Party have 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 Promoter and Confirming Party have lawful rights and requisite approvals from the Corporation 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 and / or the Project except those disclosed in the Title Report;

(iv) There are no litigations pending before any Court of Law with respect to the Project Land and / or Project except those disclosed in the Title Report;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the 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, the Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Project Land, Building/wing and common areas;

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

(vii) The Promoter has not entered into any Agreement for Sale and / or Development Agreement and / or any Other Agreement and / or Arrangement with any person or party with respect to the Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser /s under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to

the Purchaser /s in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance / Lease Deed of the structure to the Society of Purchaser /s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Purchaser /s;

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

(xi) No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of

the Project Land and / or the Project
except those, if any disclosed in the
Title Report.

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

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

(ii) Not to store in the Unit any goods which
are of hazardous, combustible or
dangerous nature or are so heavy as to
damage the construction or structure of

the building in which the 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser /s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser /s and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the 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 Purchaser /s committing any act in contravention of the above provision, the Purchaser /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 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without

the prior written permission of the Promoter and/or the Society.

(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 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 Unit in the compound or any portion of the Project land and the building in which the Unit is situated.

(vii) Pay to the Promoter within Fifteen (15) Days of demand by the Promoter, his share of Security Deposit demanded by the concerned Local Authority or Government or giving water, electricity or any other service connection to the building in which the 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 Unit by the Purchaser /s for any purposes other than for purpose for which it is sold.

(ix) The Purchaser /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 Unit until all the dues payable by the Purchaser /s to the Promoter under this Agreement are fully paid up.

(x) The Purchaser /s shall observe and perform all the rules and regulations which the Society 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 Units 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 Purchaser /s shall also

observe and perform all the stipulations and conditions lay down by the Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xi) Till a Conveyance of the structure of the building in which Unit is situated is executed in favour of Society, the Purchaser /s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xii) Till a Conveyance / Lease Deed of the Project land on which the building in which Unit is situated is executed in favour of Society, the Purchaser /s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land or any

part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate Account in respect of sums received by the Promoter from the Purchaser /s as advance or deposit, sums received on account of the Share Capital for the promotion of the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land and building or any part thereof. The Purchaser /s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him / them and all open spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society and until the Project land is transferred to the Society as hereinbefore mentioned.

17. After the Promoter executes this Agreement they shall not mortgage or create a charge on

the 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 Purchaser /s who has taken or agreed to take such Unit.

18. Forwarding this Agreement to the Purchaser /s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser /s until, firstly, the Purchaser /s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within thirty (30) days from the date of receipt by the Purchaser /s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser /s fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Purchaser /s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser /s for rectifying the default, which if not rectified within fifteen (15) days from

the date of its receipt by the Purchaser /s, application of the Purchaser /s shall be treated as cancelled and all sums deposited by the Purchaser /s in connection therewith including the booking amount shall be returned to the Purchaser /s without any interest or compensation whatsoever.

19. This Agreement, along with its Schedules and Annexure, 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 Unit / Project Land / building, as the case may be.

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

21. 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 Purchaser /s of the Unit, in case of a transfer, as the

said obligations go along with the Unit for all intents and purposes.

22. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the Carpet Area of the Unit to the Total Carpet Area of all the Unit in the Project.

24. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

26. The Purchaser /s and/or Promoter shall present this Agreement as well as the Conveyance / Lease Deed at the proper Registration Office of registration within the time limit prescribed by the Registration Act and the

Promoter will attend such office and admit execution thereof.

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

Name: Tulsi Homemaker LLP, Limited Liability Partnership,

Address: 1209, V Times Square, Plot No. 3, Sector 15, CBD Belapur, Navi Mumbai 410614

Email : _____

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

28. That in case there are Joint Purchaser /s all communications shall be sent by the Promoter

to the Purchaser /s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser /s.

29. The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser /s.

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

31. 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 local civil courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the leasehold land)

All that piece or parcel of Lease hold Plot No. 14/1 admeasuring 9869.42 square meters, Sector 14 at Khanda Colony, New Panvel (west), Navi Mumbai, and bounded as follows this is to say:

On or towards the North by : 30 meters Road

On or towards the East by : 20 meters Road

On or towards the South by : PL5-B and Road partly

On or towards the West by : National Highway

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Unit)

Unit No. _____, ____ Floor, admeasuring square meters carpet area along with exclusive balcony area square meters appurtenant to the said Unit for exclusive use of the Purchaser/s, in Wing. of Project "Tulsi Sahyadri" situated at Plot No. 14/1 admeasuring 9869.42 square meters, Sector 14 at Khanda Colony, New Panvel (West), Navi Mumbai. Pin-410206.

SIGNED AND DELIVERED }

By the Within named "Promoter" }

Tulsi Homemaker LLP }

A Partnership Firm }

Through its Director - }

Mr. Pravin Ravjibhai Patel }

In the presence of -

Witnesses -

1) Name

Signature

2) Name

Signature

SIGNED AND DELIVERED by the }

Within named "Purchaser /s " }

1) Mr. }
}

2) Mrs. }
}

In the presence of -

Witnesses -

1) Name
Signature

2) Name
Signature

SIGNED AND DELIVERED by the }
Within named "Confirming Party" }
Sahyadri Co-operative Housing }
Society Limited, (formerly known as }
Sahyadri Apartment Owner's }
Association) }
Represented by - }

In the presence of -

Witnesses -

3) Name
Signature

4) Name
Signature

R E C E I P T

Received of and from the within named Purchaser/s
a sum of Rs. /- (Rupees
only) being the part payment amount of Sale Price of
Unit bearing no., on floor, admeasuring
sq. meters. Carpet Area, in Wing-_____ of Project
"TULSI SAHYADRI" situated at Plot No. 14/1
admeasuring 9869.42 square meters, Sector 14 at
Khanda Colony, New Panvel (West), Navi Mumbai-
410206.

We Say Received

Rs. /-

(Rupees only)

For Tulsi Homemaker LLP

Witnesses:

1)

2)

ANNEXURE "H"

A M E N I T I E S

- 1) Decorative entrance and floor lobbies;
- 2) 2'x2' Vitrified flooring in all rooms;
- 3) Designer flooring in all toilets & terraces/balconies;
- 4) Granite Kitchen platform with stainless steel/Granite sink;
- 5) Designer tiles in kitchen & toilets;
- 6) Anodized aluminum sliding windows;
- 7) Concealed plumbing with quality branded fittings;
- 8) Concealed copper wiring with Modular Switches;
- 9) All walls with putty finish;
- 10) Acrylic paint for internal walls;
- 11) Flush doors with decorative laminate sheet on both sides;
- 12) CCTV Provision at entrance lobby to all Units;
- 13) Modern Firefighting system;
- 14) Powerbackup for lift, pump room and common area;
- 15) Decorative POP molding in all rooms;

Housiey.com

AGREEMENT FOR SALE

Date on this ... day of 20...

BETWEEN

M/s. Tulsi Homemaker LLP ... "The Promoter"

AND

1.

2.

... "The Purchaser/s"

AND

Sahyadri Co-operative Housing Society Limited, (formerly known as Sahyadri Apartment Owner's Association)
... "The Confirming Party"

JS LEGAL
Advocates