

TRIPARTITE AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this day of **February, 2025**;

BETWEEN

Mr. Abdeali Shabbir Kamani, an adult, Indian Inhabitant of Mumbai, having address at 63 Krishna Mahal, 4th Floor, Room No.14, D Road, Marine Drive, Mumbai-400020, Maharashtra, hereinafter referred to as the '**Vendor**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and permitted assigns) of the **FIRST PART**.

AND

Mr. Deven Nitin Walavalkar and **Ms. Sheetal Prakash Kambli**, both are adult Indians, inhabitants of Mumbai, having address at C-2/6, Suman Nagar, Sion Trombay Road, Opp. Vijay Sales, Suman Nagar, Chembur, Mumbai-400071 Maharashtra and hereinafter referred to as the '**Purchasers**' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

AND

M/s. Om Sai Griha Nirman Pvt. Ltd., a company incorporated under the Companies Act, 1956, Registration No. D06299523, having its office at 42 Modi Bhuvan, 19 Pandita Ramabai Road, Gamdevi, Mumbai-400007, through its authorised signatory Mr. Piyush Meghani, hereinafter referred to as '**The Developer**' (which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **THIRD PART**;

WHEREAS:

- (a) By virtue of an Agreement for Sale dated 16-06-2022 executed between the Developer, Om Sai Griha Nirman Private Limited, referred therein as the developer of the first part and the Vendor herein, namely, **Mr. Abdeali Shabbir Kamani**, referred therein as the flat purchaser of the second part, the Developer agreed to sell and the Purchasers agreed to purchase a flat bearing number **806**, admeasuring **617 square feet** RERA carpet area **(57.32 sq. mtrs.)** on the **eighth floor** of the under construction building named Veer Sidhanak Cooperative housing Society Limited, situated at Plot No 11 and

DRAFT TRIPARTITE AGREEMENT FOR SALE

12, Shiv Srushti, Kurla (East) Mumbai-400024, Maharashtra, along with all the common amenities, facilities, deposits, payments, etc. provided by the developer to all flat owners within the registration district and subdistrict of Mumbai city, within the limits of 'L' Ward and more particularly described in the schedule hereunder written, for the consideration of **Rs.1,04,24,528/- (Rupees One Crore Four Lakh Twenty Four Thousand Five Hundred Twenty Eight Only)** and on the terms and conditions therein contained together with permanent and absolute right of use and occupation of the said flat, herein after for the sake of brevity, the said flat shall be referred to as the '**PREMISES**'. The said Agreement for sale is registered in the office of the joint of registrar of assurance, Kurla two, wide Serial Number **KRL-1-11159-2022** on **16.06.2022** ("**said Agreement**").

- (b) The Vendor has decided to sell the Premises as he is no longer in need of the same.
- (c) And accordingly, the Developer has offered to the Purchasers, to purchase the Said Premises from the Vendor, being the Residential Premises as **Flat No.806**, on the **8th floor** admeasuring about **617 sq. ft.** (RERA Carpet Area), (Subject to a variation of (+) or (-) 3%).
- (d) The Developer has informed the Purchasers that the building Veer Sidhanak cooperative housing Society Limited is under construction, and the Developer herein, has been appointed by Veer Sidhanak Cooperative Housing Society Ltd. as the Developer vide an Agreement for Development dated 30-10-2014 duly registered before the Sub Registrar of Assurances at Kurla-I under Sr. No. KRL-1-9846-2014. Accordingly, the Developer is entitled to develop the said property and thus, the Developer has undertaken the work of redevelopment of the said property and has registered the said Project in the name of "Veer Sidhanak CHS Ltd." with RERA under Registration No. P51800015156. The Registration Certificate of Project dated 02-02-2018 issued by the Maharashtra Real Estate Regulatory Authority is annexed and marked as **Annexure-1**;
- (e) The Developer has further informed the Purchasers that the plans, specifications and elevation plans for Re-Development of the said Property by construction of the new Building thereon have been sanctioned by the Municipal Corporation of Greater Mumbai as per the Commencement certificate no. CHE/ES/1726/L/337(NEW)/FCC/1/New dated 13-04-2017, further amended on 5th December, 2024.

DRAFT TRIPARTITE AGREEMENT FOR SALE

- (f) The Developer has given inspection to the Purchasers of all the documents relating to the said property and the said Building including the sanctioned plans, designs and specifications prepared by the architects and such other documents as are specified in the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and in the rules and Regulations made thereunder and that the Purchasers have perused the same and satisfied themselves in relation to the Developer's right and title to the said Building and the Premises;
- (g) Relying upon such offer and Application by the Developer, the Purchasers have agreed to purchase from the Vendor herein, the Residential Premises being **Flat No.806**, on the **8th floor** admeasuring about **617 sq. ft.** (RERA Carpet Area), (Subject to a variation of (+) or (-) 3%), shown by red colour outline on the plan annexed here to as **Annexure 2** along with an assured **Car Parking Space** in the said Building to be known as 'Veer Sidhanak Cooperative Housing Society Ltd.' and which is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the '**Premises**') for a consideration of **Rs.1,32,38,720/- (Rupees One Crore Thirty Two Lakh Thirty Eight Thousand Seven Hundred Twenty Only)** (hereinafter referred to as the "**Sale Consideration**");
- (h) In respect to the transaction of the said Premises, the sale consideration stated at clause 2(iii) below, is exclusive of additional levies, fees and charges, which shall be paid by the Purchasers to the Developer, such as:
- i) Stamp Duty (presently **Rs.7,94,323/-** at 6%),
 - ii) Registration charges (presently **Rs.30,000/-**),
 - iii) Fees and charges of **Rs.2,60,420/- (Rupees Two Lakh Sixty Thousand Four Hundred Twenty Only)** payable towards a) **Rs.20,000/-** For share money & entrance fees to the Society, b) **Rs.37,020/-** Maintenance charges for one year @Rs. 5/- per sq. foot, c) **Rs.1,23,400/-** Development charges d) **Rs.30,000/-** Water & Electricity charges e) **Rs.10,000/-** Miscellaneous expenditure f) **Rs.40,000/-** Amenity charges g) GST as applicable on c) to f) above, at the time of possession
- (i) The Developer has informed the Purchasers that they have received a sum of **Rs.10,00,000/- (Rupees Ten Lakh Only)** from the Vendor, as a part payment towards the due consideration, which the Vendor herein confirms as paid.
- (j) The Purchasers have paid an amount of **Rs. 20,38,720/- (Rupees Twenty lakh Thirty Eight Thousand Seven Hundred Twenty Only)** to the Developer, on or

DRAFT TRIPARTITE AGREEMENT FOR SALE

before the execution of this Agreement towards a part consideration out of the agreed consideration (the payment and receipt whereof, the Developer does hereby admit and acknowledge) and have agreed to pay the balance consideration in the manner as mentioned hereinafter. A sum of **Rs. 1,32,387/- (Rupees One Lakh Thirty Two Thousand Three Hundred Eighty Seven Only)** being 1% of the consideration shall be paid by the Purchasers directly to the Income Tax Department as Tax Deducted at Source (TDS) within the stipulated time under section 194-IA of the Income Tax Act 1961. Such deduction and payment to the Income Tax Department as aforesaid shall be deemed as payment towards the consideration under this Agreement;

- (k) 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;
- (l) The Copies of (1) The block plan of the said Property and the said Building, (2) The Property Card, (3) The Certificate of Title in respect of the said Property issued by Advocate Sayed Wahid & Co., (4) The Commencement Certificate bearing No CHE/ES/1726/L/337(NEW)/FCC/1/New dated 13-04-2017, further amended on 5th December, 2024, (5) The Floor plan of the Premises agreed to be purchased by the Purchasers is annexed hereto as **Annexure `3` to `7` respectively**;
- (m) The Purchasers have informed the Vendor and the Developer that they intend to take housing loan from bank/financial institution against the mortgage of the Premises. The Developer undertakes to provide NOC as per the prescribed format of bank/financial institution, NOC for registration of this Agreement for sale and other relevant documents which may be required for obtaining the said housing loan.
- (n) The parties hereto have mutually agreed to a certain terms and conditions, which they intend to reduce into writing.

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

1. The recital contained herein shall form an integral part of this Agreement, as if the scene is set out and incorporated herein.

DRAFT TRIPARTITE AGREEMENT FOR SALE

2. The said Agreement for sale dated 16.06.2022 is still valid and subsisting, and is in no way, terminated and/or cancelled.
3. The Vendor hereby states and declares that he has not mortgaged the Premises to any person and the same is free from all encumbrances and he has good right, full power and absolute authority to deal with and dispose of the Premises. The Premises is not affected by any lis pendens or insolvency proceedings pertaining to the Vendor.
4. **Possession Date, Delays and Termination:** The Developer shall give possession of the Premises to the Purchasers on or before **31-12-2025** (“**Possession Date**”) or as extended by RERA from time to time.

5. SALE CONSIDERATION AND MANNER OF PAYMENT:

The Vendor has agreed to sell, transfer, and assign unto the Purchasers, his rights in the said Agreement and to the Premises and the Purchasers have agreed to purchase, from the Vendor, his rights, titles, and interest in the said Agreement including the beneficial interest in the said Premises at or for the total consideration of **Rs.1,32,38,720/- (Rupees One Crore Thirty Two Lakh Thirty Eight Thousand Seven Hundred Twenty Only)**. Since the Vendor has previously made only a part payment towards the consideration to the Developer and considering that the Developer is yet to receive a major part of the consideration, as an arrangement between the Vendor and the Developer, it is agreed that the Purchasers shall pay **Rs.10,00,000/- (Rupees Ten Lakh Only)** out of the consideration stated above and the balance payment of **Rs.1,22,38,729/- (Rupees One Crore Twenty Two Lakh Thirty Eight Thousand Seven Hundred Twenty Nine Only)** shall be payable to the Developer. The Vendor herein has provided his consent to the said arrangement of fund allocation. Set out below is the schedule of payment under the said Agreement :

SCHEDULE OF PAYMENT

Sr. No. :	Schedule of Payment:	Payable percentage as per progress	Amount payable (Rs.)

DRAFT TRIPARTITE AGREEMENT FOR SALE

1.	At the time of Booking	10%	13,23,872.00
2.	On commencement of plinth work	20%	26,47,744.00
3.	On commencement of 1 st podium	4%	5,29,548.80
4.	On commencement of 2 nd podium	4%	5,29,548.80
5.	On commencement of 3 rd podium	4%	5,29,548.80
6.	On commencement of 4 th slab	3%	3,97,161.60
7.	On commencement of 5 th slab	3%	3,97,161.60
8.	On commencement of 6 th slab	3%	3,97,161.60
9.	On commencement of 7 th slab	3%	3,97,161.60
10.	On commencement of 8 th slab	3%	3,97,161.60
11.	On commencement of 9 th slab	3%	3,97,161.60
12.	On commencement of 10 th slab	3%	3,97,161.60
13.	On commencement of 11 th slab	3%	3,97,161.60
14.	On commencement of 12 th slab	3%	3,97,161.60
15.	On commencement of 13 th slab	6%	7,94,323.20
16.	On completion of masonry work of purchased unit	2%	2,64,774.40
17.	On commencement of Tiling of purchased unit	5%	6,61,936.00
18.	On commencement of Electrical work of purchased unit	5%	6,61,936.00
19.	On commencement of Plumbing work of purchased unit	5%	6,61,936.00
20.	On commencement of Internal Painting work of purchased unit	3%	3,97,161.60
21.	On possession	5%	6,61,936.00
	TOTAL		1,32,38,720.00
	Note: The above schedule may change subject to change in plans and permissions.		

- (i) The Purchasers are aware that as per the progress of the project, the Developer has presently completed the construction of 13th slab, as well as completion of Masonry work, Floor Finishing work (Tiling work), Electrical work, Plumbing work and **Internal Painting Work of the purchased unit**. As such, the total payment due in accordance with the Clause above as on the date of execution of this Agreement is **Rs. 1,25,76,784/- (Rupees One Crore Twenty Five Lakh Seventy Six Thousand Seven Hundred Eighty Four Only)** at **95%** of the progress, which shall be payable by the Purchasers, immediately upon the execution of this Agreement. The said amount shall be bifurcated by the Purchasers in two parts **as Rs.10,00,000/- (Rupees Ten Lakh Only) to be paid to the Vendor** herein **and Rs.1,15,76,784/- (Rupees One Crore Fifteen Lakh Seventy Six Thousand Seven Hundred Eighty Four Only) to be paid to the Developer**. The Developer shall raise further demands as per the progress

DRAFT TRIPARTITE AGREEMENT FOR SALE

of construction and the Purchasers shall make further payment to the Developer directly.

- (ii) The payment by the Purchasers in accordance with the Clause 5(i) above is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Vendor has agreed to sell the said Premises to the Purchasers at the Sale Consideration inter alia because of the Purchasers having agreed to pay the Sale Consideration in the manner more particularly hereunder written. All the installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Purchasers simultaneously on the execution of this Agreement.
- (iii) Time is the essence for the Vendor as well as the Purchasers. The Developer shall abide by the time schedule for completing the project and handing over the said Premises to the Purchasers and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- (iv) The Purchasers are aware that the Purchasers are required to deduct the Income Tax at Source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Purchasers shall comply with the same.
- (v) The Purchasers undertake to pay a sum of **Rs. 1,32,387/- (Rupees One Lakh Thirty Two Thousand Three Hundred Eighty Seven Only)**, being the income tax deducted at source as mentioned above, with the central government within the prescribed time and will handover an evidence of the payment made, before the due dates as per the provisions of Income Tax Act, 1961.
- (vi) The Purchasers have agreed to pay an additional sum of **Rs.2,60,420/- (Rupees Two Lakh Sixty Thousand Four Hundred Twenty Only)**, plus the applicable GST thereon, to the Developer towards fees and charges, detailed hereinabove, on or before taking the possession of the Said Premises.

6. The Vendor has given the instructions to the Developer to hand over vacant and peaceful possession of the said Premises directly to the Purchasers upon completion of the said Building as per the terms of the said Agreement.

7. The Vendor doth hereby covenant with the Purchasers that the said premises agreed to be sold, is free from encumbrances of any nature

DRAFT TRIPARTITE AGREEMENT FOR SALE

whatsoever and the Vendor has full and absolute power to transfer the said Premises to the Purchasers.

8. The Vendor has, in pursuance of this Agreement for Sale and in consideration of the said sum of **Rs.1,32,38,720/- (Rupees One Crore Thirty Two Lakh Thirty Eight Thousand Seven Hundred Twenty Only)**, to be paid by the Purchasers to the Vendor and the Developer, as aforesaid, agreed to relinquish his rights in respect of the said Premises as per the said Agreement.
9. The Vendor shall have no right, title, interest, claim, demand, or any charge of whatsoever nature on the payments and contributions made by the Vendor to the Developer for the said Premises other than Rs.10,00,000/- (Rupees Ten Lakh Only) as a part of the consideration agreed to be paid by the Purchasers under this Agreement for Sale.
10. The Purchasers doth hereby covenant with the Vendor that they shall abide by the terms and conditions of the said Agreement dated 16.06.2022, rules, regulations and bye-laws of the society after admission as a member thereof, and that they agree and undertake to pay and discharge all calls, demands, contributions and dues, which the said developer/society, as the case may hereafter be made in respect of the said Premises and shall indemnify the Vendor for any claims or liabilities that may be raised in relation to the said Agreement or the said Premises for the period after the date of this Agreement for sale.
11. It is specifically agreed between both the parties that the Purchasers will pay proper Stamp Duty and Registration charges payable on this Agreement for sale.
12. Save and except as aforesaid, all the terms and conditions of the said Agreement of the Premises dated 16.06.2022, shall be binding on the Purchasers as if they were the purchasers under the said Agreement.
13. This Agreement for Sale shall always be subject to the provisions of the Real Estate Regulatory Authority (RERA).

DRAFT TRIPARTITE AGREEMENT FOR SALE

PAN NUMBERS:

(a) MR. ABDEALI SHABBIR KAMANI	: DVZPK4295N
(b) MR. DEVEN NITIN WALAVALKAR	: ABFPW8647M
(c) MS. SHEETAL PRAKASH KAMBLI	: BMUPK7738N
(d) OM SAI GRIHA NIRMAN PVT. LTD.	: AABC09333N

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

All that piece or parcel of leasehold/ freehold property admeasuring 2009.28 sq. yards equivalent to 1680 sq. mtrs. or thereabouts, comprising of two plots originally bearing Nos. 11 and 12 of Town Planning Departments of Survey No. 14, C.T.S. No. 114/16 of Chembur, Taluka Kurla, Kurla, Mumbai, Suburban District now within the jurisdiction of Joint Sub-Registrar and registered of Mumbai Suburban District together with old building of ground plus four upper floors consisting of 20 flats standing thereon and plinth on adjoining Plot No. 12 now known as "Veer Sidhanak Co-operative Housing Society Ltd.", assessed to the Municipal taxes under 138321/A and bounded as follows i.e. to say:

On or towards the South :Plot no. 17

On or towards the North :Road

On or towards the East :Plot no. 10

On or towards the West :Plot no.13

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of Flat)

Flat No. 806, admeasuring about **617 sq. ft.** of Rera Carpet area on **8th floor** of the building to be known as "Veer Sidhanak Cooperative Housing Society Limited" along with a **car parking space** situated at Podium Level constructed on the plot of land described in the First Schedule mentioned hereinabove.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(List of Amenities and Specifications)

GENERAL

1) Total project will be framed by R.C.C and shall comply with all legal formalities.

DRAFT TRIPARTITE AGREEMENT FOR SALE

- 2) R.C.C Frame structure designed for hazard like earthquake and wind loads
R.M.C used for R.C.C.
- 3) Rain water harvesting system, if recommended by Municipal Corporation.
- 4) Anti-termite treatment for building.
- 5) Society office and security cabin will be provided.
- 6) Concrete flooring for stilt portion and good quality paver blocks in compound area.
- 7) Reputed company lifts with generator back-up.
- 8) Provision for Mahanagar Gas Pipe lines for kitchen, security deposit at Purchasers' cost.
- 9) Intercom connection from security to flats and flats to flats.
- 10) T.V antenna connection in living room and both bedrooms.
- 11) Air condition duct point in living room and both bed rooms.
- 12) Fire Fighting and security system as per B.M.C rules.
- 13) Ample car parking.

DOORS

- 14) Main door with decorative skin with C.P teak wood frame and peep-hole, latch etc.
- 15) All doors frame on the wall (except main-door) shall be wooden frame with decorative moulding.
- 16) Bedroom doors shall be Red Meran teak.
- 17) Bathroom doors shall be FRP / powder Coated sheet .
- 18) All door fittings will be of Stainless steel.

WINDOWS

- 19) Anodized aluminium sliding windows with M.S. Grills and moulded granite frame.
- 20) Concealed plumbing with deluxe quality fittings.

DRAFT TRIPARTITE AGREEMENT FOR SALE

- 21) Jaquar fittings of C.P continental range.
- 22) Hot and Cold water mixture in shower and taps.
- 23) Design wash basin with hot and cold water mixture.
- 24) Internal concealed plumbing and external water supply of PVC composite pipes of Garware, Prince or equivalent make.

ELECTRIC

- 25) Concealed copper wiring with ELCB and M.C.B protection multi strand I.S.I marked copper will be used.
- 26) Modular switches, plug points of Anchor, Roma or equivalent make.
- 27) Provision For Water Purification in Kitchen.

TILING

- 28) Flooring 2"x 2" Marbonite tiles with 4" skirting of same Marbonite tiles.
- 29) Full tiles on wall of kitchen and bathrooms.

KITCHEN

- 30) "L" shaped kitchen platform with granite top and Nirali S.S Sink.

THE FOURTH SCHEDULE HEREUNDER WRITTEN:

Description of Common Areas

- 1. Common access/egress areas.
- 2. Water tanks.
- 3. Pump rooms.
- 4. 2 Car Lifts.
- 5. Passenger Lifts.
- 6. Staircases.
- 7. Gymnasium
- 8. EV Charging Station.

DRAFT TRIPARTITE AGREEMENT FOR SALE

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)

By the within named **Vendor**)

MR. ABDEALI SHABBIR KAMANI)

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SIGNED SEALED AND DELIVERED)

By the within named **Purchasers**)

MR. DEVEN NITIN WALAVALKAR)

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MS. SHEETAL PRAKASH KAMBLI)

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SIGNED SEALED AND DELIVERED)

By the within named **Developer**)

M/S. OM SAI GRIHA NIRMAN PVT. LTD.)

Represented by its Director)

MR. PIYUSH MEGHANI)

)

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In the presence of ...)

1.)

2.)

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DRAFT TRIPARTITE AGREEMENT FOR SALE

RECEIPT

Received a sum of **Rs. 20,38,720/- (Rupees Twenty lakh Thirty Eight Thousand Seven Hundred Twenty Only)** vide cheque/s mentioned hereunder, being part Consideration paid by the Purchasers to the Vendor.

S.R NO.	DATE	AMOUNT	CHEQUE NO/RTGS NO.	BANK & BRANCH
1	07-01-2025	5,00,000/-	424618	Axis Bank, Gokhle Road Branch
2	12-02-2025	10,00,000/ -	Online Transfer	
3	13-02-2025	73,741/-	Online Transfer	
4	14-02-2025	4,19,979/-	Online Transfer	
5	14-02-2025	45,000/-	Online Transfer	

WE SAY RECEIVED

VENDOR