

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at Mumbai on this _____ day of June, 2023

BETWEEN

MRS. MARINA BOSCO PIRES ALIAS MRS. MARIA PIRES, Age: 62 years, PAN No. APCPP5912P, and

MR. BOSCO NELSON PIRES, Age: 63 years PAN No. ALCPP6462A both are Senior Citizen presently residing at Flat No. 601, Sixth floor, Deep Sunder Lane C.H.S. Ltd, D Sunder Lane, Link Road, Near Balaji International School, Malad (West), Mumbai-400064 hereinafter called "**the TRANSFERORS**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their legal heirs, successors, administrators and assigns) of the ONE PART;

AND

MS. NAZIA MOHD SALIM SHAIKH, Age: 28 years, having PAN No. GCAPS0735L, Adult, Indian Inhabitants, having address at Room No. 758, Chawl No. 55, Opp. Chawl No. 48, Bharat Nagar, Bandra (West), Mumbai-400051 hereinafter collectively referred to as "**the TRANSFEREE**" (Which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include their respective heirs, executors, administrators and assigns) OF THE OTHER PART:

WHEREAS:-

- (A) **MR. HUBERT BLASÉ NICHOLAS CRASTO**, being the former land owners were absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground situate in the Village: Andheri, Taluka-Andheri, in the Registration District and Sub-District of Mumbai Suburban, having corresponding City Survey No-474/A, 474/A/1, 474/A/2, 484, 484/1 and 484/2, admeasuring in all 1674.5 square meters land area (hereinafter referred to as "**the said property**"), on

which two buildings have been constructed by the Developer in the year 1971 consisting of Ground plus four upper floors, without lift, and same were occupied by different members of the society.

- (B) The different flat/flat purchasers have formed the Hazeline Co-operative Housing Society Limited, having Registration No. BOM/HSG 3192 of 1971, and the present management and state of affairs of the society is vested **Hazeline C.H.S. Limited** (hereinafter referred to as "**the said society**") a society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960, and the Transferors herein being old member of the said society she was occupying old residential flat on ownership basis being **Flat No. C/22, Fourth floor, admeasuring 428 sq. ft. carpet area** (hereinafter referred to as "**the said old flat**").
- (C) As the two building were old and in dilapidated conditions the members of the society decided to go for re-development and through the general body meetings they appointed and granted the development rights in respect of the said property to the Developer known as "**M/S. CHANDIWALA ENTERPRISES**" (hereinafter referred to as "**the Developer**").
- (D) As per mutual understanding arrived between the land owners, the Developer and the said society, a Deed of Conveyance, Dated. 21st January, 2015, have been executed and registered with the Sub Registrar of Assurances, Andheri Taluka, bearing Document No. BDR-9/762 of 2015, made and entered into between the Developer as the Vendor of the one part, the said society as the purchaser of the other part, the Developer have sold, and conveyed the reversionary rights in the respect of the said property to the society on the terms and conditions therein mentioned, and accordingly the said society has been entitled to the said property.
- (E) Under a registered Development Agreement, Dated. 21st January, 2015, which is registered with the Sub Registrar of Assurances, Andheri Taluka, bearing Document No. BDR-9/760 of 2015, made and entered into between the said society the party of the one part, and the Developer being the party of the

other part, the said society has granted development rights to the Developer to demolish the two old dilapidated buildings, and have authorized to develop the said property and to construct a new building thereon to be known as "**PEARL HAZELINE**", consisting of stilt at ground floor and seven upper floors with lifts, having A, B and C Wings, and allotted a new residential flats as an alternate accommodation to existing members, as per the terms and conditions of the registered Development Agreement.

- (F) As per the terms and conditions of the said Development Agreement, with a view to enable the Developer to redevelop the said property, the Members have agreed to vacate and hand over quiet vacant and peaceful possession of the said Existing Flats in the said Existing Building to the Developer for the purposes of redevelopment and the Developer have agreed to provide free of cost to the Member a new flat in the newly constructed building in the proposed new building as per the terms and conditions set out in the said Development Agreement.
- (G) The Developers have got the plans for proposed new building sanctioned from Municipal Corporation of Greater Mumbai (M.C.G.M.), and have procured Intimation of Disapproval (I.O.D.), Commencement Certificate, Dated. 29th February, 2016, and have also obtained Part Occupancy Certificate, Dated. 16th January, 2018, for the completed portion of the building.
- (H) Vide Registered Agreement for Permanent Alternate Accommodation, Dated. 16th December, 2015, which is registered with Sub Registrar of Assurance, Andheri Taluka, bearing Document Serial No. BDR1-10415-2015, Dated. 17th December, 2015 made and entered into between M/S. CHANDIWALA ENTERPRISES, the party of the First part therein referred to as the Developers, THE HAZELINE CO-OPERATIVE HOUSING SOCIETY LIMITED (the Society) the party of Second Part and **MRS. MARINA BOSCO PIRES & MR. BOSCO NELSON PIRES**, therein referred to as the Member/Allottee, the party of the third part, herein referred to as Transferors, they has been allotted a new residential flat in lieu of the Member Allottee being in use and occupation of a flat bearing **Flat No. C/22, Fourth floor,**

admeasuring 428 sq. ft. carpet area as an permanent alternate accommodation as per the terms and conditions of registered Development Agreement and accordingly the Transferors has been put into possession of a new residential flat i.e. **Flat No. 503, Fifth Floor, C Wing, Pearl Hazeline, Hazeline C. H. S. Limited, Gaothan Lane No. 1, Off. S.V. Road, Andheri (West), Mumbai-400058, Maharashtra, India, admeasuring 470.80 square feet carpet area i.e. 564.96 square feet built up area i.e. 52.80 square meters built up area** (hereinafter referred to as "**the said flat**") more particularly described in the Schedule hereunder written.

- (I) The Transferors herein has been issued Ten Fully paid up Shares of Rs. 50/- each, bearing Share Certificate No. 086, having Distinctive Nos. 851 to 860, Dated. 11th January, 2019 (hereinafter referred to as "**the said shares**").
- (J) The Transferors herein as aforesaid has acquired the said flat and the said shares and they are joint owners and they are absolutely seized and possessed or otherwise well and sufficiently entitled to the said flat i.e. **Flat No. 503, Fifth Floor, C Wing, Pearl Hazeline, Hazeline C. H. S. Limited, Gaothan Lane No. 1, Off. S.V. Road, Andheri (West), Mumbai-400058, Maharashtra, India, admeasuring 470.80 square feet carpet area i.e. 564.96 square feet built up area i.e. 52.80 square meters built up area** (hereinafter referred to as "**the said flat**") more particularly described in the Schedule hereunder written.
- (K) The Transferee have approached the Transferors with request to purchase/transfer and allot the right, title and interest in the said flat and the said shares in their favour and the Transferors has agreed to transfer her right, title and interest in respect of the said flat in the manner and upon the terms and conditions hereinafter recorded by and between the parties hereto below.
- (L) As such the Transferors is present sole owner of the said flat, and she is in exclusive use, occupation, possession and enjoyment of the said flat and also cleared all dues, taxes, outgoing, maintenance charges, electricity charges etc. of the said flat to the said Society/ concerned authorities up to date, and the Transferors has agreed to sell and transfer to the

Transferee the said flat along with all ancillary rights and the said shares of the said society and the Transferee have agreed to purchase and acquire all rights, title and interest of the Transferors in the said flat to be used for residential purpose of the Transferee and their family members, on as is where is basis, together with the permanent and absolute right of the use and occupation of the said flat along with the deposit paid to the concerned authorities/the said society/Promoters, if any.

The Transferors have represented to the Transferee as under:

1. There are no suits, litigation's, or any other proceeding pending as against the Transferors affecting her membership right, title and interest in the said flat and in the said shares.
2. There are no attachments or prohibitory orders from the court of law against membership rights and the said shares and the said flat is free from all encumbrances, mortgages or charges and/or is not subject matter of any lispendance, assessment or attachment either before or after judgment.
3. The Transferors has not received any kind of notices either from the government, semi-government, Brihanmumbai Municipal Corporation or any authorities regarding any of the proceedings with regard to the said flat.
4. The Transferors has paid all the necessary charges including outgoings and maintenance of all nature whatsoever in respect of the said flat to the said society, government or any other authorities before the execution of this Agreement for Sale.
5. The Transferors is in exclusive use, occupation and possession of the said flat and every part thereof and except the Transferors and her immediate family no other person or persons are in use, occupation, possession and enjoyment of the said flat or any part thereof.
6. The Transferors has good and clear title free from all encumbrances of any nature whatsoever of the said flat and every part thereof and there are no outstanding estates or effects

by way of lease, lien, charge, inheritance, sale, gift, trust or mortgage or otherwise howsoever against the Transferors and/or against the said flat or the said shares.

7. The Transferors is not restricted either in the Income Tax Act, Wealth Tax Act, or any other statute from disposing of the said flat or any part thereof.
8. The Transferors has not done any act, deed, matter or thing whereby she is prevented from entering into this AGREEMENT FOR SALE and the Transferors has all right, title and interest to enter into this AGREEMENT FOR SALE.

The Transferors has accepted the request of the Transferee herein for sale of the said flat in favour of the Transferee herein, and as required under Rule 24 (1) (b) of Maharashtra Co-operative Societies Rules, 1961, the parties hereto have issued notice to the society about the Transferor's intention to transfer her right, title and interest in the said flat and accordingly the said society have issued their N.O.C. Letter Dated. 20th June, 2023, and now the Transferors has agreed to execute this **AGREEMENT FOR SALE** on the terms and conditions herein after appearing, for the total consideration of **Rs. 1,14,00,000/- (RUPEES ONE CRORE FOURTEEN LAKHS ONLY)** on the following terms and conditions:-

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY THE PARTIES HERETO AS UNDER:-

1. The recitals mentioned above form an integral and operative part of this Agreement for Sale, as if the same were set out and incorporated herein verbatim.
2. The Transferors has agreed to sell and the Transferee have agreed to purchase the said flat along with the membership rights/shares of the society together with the permanent and absolute right of use and occupation of the said flat.

3. The Transferors do hereby agree to sell, transfer and assign absolutely all their rights, title and interest in respect of the said aforesaid residential flat in favour of the Transferee, i.e. **Flat No. 503, Fifth Floor, C Wing, Pearl Hazeline, Hazeline C. H. S. Limited, Gaothan Lane No. 1, Off. S.V. Road, Andheri (West), Mumbai-400058, Maharashtra, India, admeasuring 470.80 square feet carpet area i.e. 564.96 square feet built up area i.e. 52.80 square meters built up area** (hereinafter referred to as "**the said flat**"), (more particularly described in the schedule hereunder written) together with said shares of the said society, for the sale consideration of **Rs. 1,14,00,000/-, (RUPEES ONE CRORE FOURTEEN LAKHS ONLY)**.
4. The Transferors on or before execution hereof
 - A. have received part payment of **Rs. 9,86,000/- (Rupees Nine Lakhs Eighty Six Thousand only)**, paid by the Transferee to the Transferors, (which also includes T.D.S. of 1% of Agreement value of **Rs. 1,14,000/- (Rupees One Lakh Fourteen Thousand only)**, which shall be deducted in terms of Section 194-IA of Income Tax Act, 1961, of the Transferors and shall be deposited in Govt. Treasury, by the Transferee, and the Transferee shall issue a T.D.S. Certificate to the Transferors in due course, (the receipt whereof the Transferors hereby admit and acknowledge and of and from the payment whereof release the Transferee forever)
 - B. The balance full and final payment of **Rs. 1,03,00,000/- (Rupees One Crore Three Lakhs only)**, shall be payable in full and final consideration by the Transferee to the Transferors, by securing loan from any bank/s or any other financial institution or from any personal loan which shall be payable by the Transferee to the Transferors on or before 30 days from the date of registration of agreement and if not payable within 30 days then the Transferee shall have a grace period of 15 days to make the balance payment with an interest of 18% P.A. Time is essence of the contract, for payment of such balance payments.

C. The Transferors on receiving the said full and final payments shall execute and deliver all the necessary original documents that are required by the Transferee to become the new members of the said society, by signing forms, applications, letters etc. The Transferors hereby agrees to provide all the necessary documents for disbursement of loan and if there is any delay or failure to provide such necessary documents, the same period shall deemed to be waived for the outstanding payments. The Transferors shall hand over the physical possession of the said flat to the Transferee within 5/10 days after receiving the full and final payment as envisaged in clause (3) hereinabove.

5. In consideration of the above, the Transferors hereby agree to assign and transfer all her rights, title and interest (subject to fulfilling their i.e. the Transferee, obligation as regards payment of full consideration) in the above said flat along with her ownership/occupancy and possessory rights unto and in favour of the Transferee.
6. It is hereby confirmed and declared by the Transferors that the Possession of the said flat will be handed over to the Transferee on payment of full and final payment to the Transferors. The formalities under the bye-laws and M.C.S. Act, 1960 will be completed by the Transferors and the Transferee by signing the necessary transfer sets, in respect the said flat for admission of the Transferee as the members in the records of the said Society simultaneously on making the full and final payment to the Transferors.
7. The Transferors do hereby covenant with the Transferee that the said flat hereby agreed to be sold is free from all encumbrances of any nature whatsoever and that the Transferors has full and absolute right and power to sell, transfer and deliver the vacant and peaceful possession of the said flat to the Transferee.
8. The Transferee hereby agrees to become the members of the **Hazeline C.H.S. Limited**, and abide by all singular the bye-laws,

rules and regulations adopted by the said society, or which it may adopt from time to time.

9. The Transferee agree to pay the day to day maintenance charges payable to the said society, including the ground rent, Municipal Taxes, water charges, maintenance charges etc. in respect of the above said flat from the date of possession received from the Transferors.
10. The Transferors hereby declares as follows:
 - (a) She has not entered into any agreement with any other person/s in respect of the said flat.
 - (b) She has not transferred and assigned her rights, title and interest in respect of the above said flat to any person/s.
 - (c) She has not mortgaged, alienated or charged the said flat or any part thereof to/with any person/s and the same is free from all encumbrances.
 - (d) The Transferors declares that except the Transferors no other person/s has any right in the said flat/shares and the Transferors being the sole owner of the said flat she has got full and absolute right to assign and transfer the right, title and interest in the said flat/shares in favour of the Transferee.
 - (e) That no suit, proceedings, litigation etc. are pending against the said flat, nor the said flat is subject matter in any Court of law.
11. The Transferors do hereby covenant with the Transferee that she has paid and cleared all the dues of society charges, outgoing, electricity charges etc. up to date of possession in respect of the said flat (except property taxes which is not yet settled between M.C.G.M, Developer and Society, and accordingly the Transferors hereby undertake to pay the same as and when settled up to the date of possession of the said flat), and from the date of possession the Transferee shall be responsible for the payment for all the dues, taxes, outgoing, society charges,

electricity charges and all other amounts for the said flat to the concerned authorities directly for which the Transferors shall not be held responsible. The Transferors do hereby covenant with the Transferee that if any such outstanding amount is claimed by the said society/the Government authorities or any other persons in respect of the said flat, pertaining to the period, till giving possession to the Transferee, the Transferors do hereby undertake to pay and hereby indemnify the Transferee against any such amount, claim or demand by the said society or any other person or persons in respect of the said flat.

12. That the Stamp duty, registration charges, out of pocket expenses and legal fees on this Agreement for Sale shall be payable by the Transferee, however the society's transfer charges/premium or transfer charges payable to the said society, shall be borne and payable by both the parties equally.
13. The Transferors do hereby further covenants with the Transferee that on payment of full and final payment amount of the said flat, the Transferee are entitled to quietly and peacefully possess and occupy the said flat without any let, hindrance, denial, demand, interruption, eviction or any other person/s lawfully claiming through or equitably claiming through the Transferors.
14. The Transferee on receiving the vacant and peaceful possession of the said flat, shall be entitled to have and hold the possession, occupation and use of the said flat to be used for the residential purpose and the Transferee shall hold the same unto and to the use and benefit of the Transferee, their heirs, executors, successors and assigns forever without any claim, charges, right, interest, demand or lien of the Transferors or any person/s lawfully claiming through or under her subject to payment by the Transferee all the taxes, assessment charges and/or call made by the said society, or other concerned authorities.
15. That the Transferors hereby agrees and undertakes to keep the Transferee free from any past liability and keep them indemnified against and from any action, charges, claims, demand and suits

filed by any person/s claiming any interest in respect of the said flat.

- 16.** The Transferors hereby further agrees with the Transferee that she shall hereinafter whenever called upon by the Transferee do and execute and caused to be done and executed all acts, deed, matters, documents and things whatsoever for more perfectly securing the interest and perfecting the Title of the Transferee in the said flat which shall or may be reasonably required at any time now or in future.
- 17.** That the Transferors has obtained from the said Society, necessary consent for the above sale and transfer of the said flat as well as the membership/shares of the Society to get the same duly transferred to the names of the Transferee, and she shall obtain necessary documents which are required by the Transferee for registration of present Agreement for Sale, and also extend full co-operation in complying with the necessary requirements as per the society requirements.
- 18.** The Transferors has agreed to hand over the available original documents, with the original registration receipts, original share certificate to the Transferee as per instructions received from the Transferee banker.
- 19.** It is further assured to the Transferee that Transferors does not have any kind of objection if Adani Electricity Mumbai Limited, transfers the Electric Meter along with Account number, along with existing deposits may be transferred in their name/s and the Transferors gives the consent and her No Objection in this regards in favour of the Transferee.
- 20.** The Transferors undertakes to sign and execute at the cost of the Transferee and their heirs, executors, and assigns shall reasonably require such other documents for perfectly transferring the said flat in the name of the Transferee and undertake to present herself personally to register this presents before the Sub-Registrar of Assurances at Andheri Taluka, Mumbai Suburban District for admission, signing and registration of this AGREEMENT FOR SALE.

21. The Transferors and the Transferee shall act in absolute good faith. However if any dispute or differences arises between them now or in the future the same shall be referred to a mediator and/or conciliation and thereafter Arbitration.
22. This Agreement for Sale has been executed in Mumbai, the payments are made in Mumbai and the said flat is situated in Mumbai, hence it is subject to jurisdiction of Mumbai Court of law.
23. The Transferee has availed 1% reduction in Stamp duty, being the benefit given to Women purchaser by Government of Maharashtra, as per its order number Mudrank-2021/UOR.12/cr.107/M-1 (Policy), Dated. 31st March, 2021 as otherwise chargeable under clause (b) or Article 25 of Schedule 1 appended to Maharashtra Stamp Act, (LX of 1958), in exercise of powers conferred by Clause (a) of Section 9 of the said Act.

SCHEDULE OF THE RESIDENTIAL FLAT

Flat No. 503, Fifth Floor, C Wing, Pearl Hazeline, Hazeline C.H. S. Limited, Gaothan Lane No. 1, Off. S.V. Road, Andheri (West), Mumbai-400058, Maharashtra, India, admeasuring 470.80 square feet carpet area i.e. 564.96 square feet built up area i.e. 52.80 square meters built up area, together with Share Certificate No-086 and the said building is consisting of stilt plus Seven upper floors with lift, and the year of construction is 2018 situated on the land having **C.T.S. No. 474-A and 484** in the **Revenue Village-Andheri, Taluka-Andheri**, in the K (West) Municipal Ward, in the Registration District of Mumbai Suburban.

House Property No: KW 2001240150060.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to their writing on the day, month and the year first herein above written.

Signed and Delivered by the Within named the Transferors

MRS. MARINA BOSCO PIRES ALIAS MRS. MARIA PIRES		
MR. BOSCO NELSON PIRES		

Witnesses:

MR. BHAVIK SHAH	
MR. MAJID KARIM KHAN	

Signed and Delivered by the Within named the Transferee.

MS. NAZIA MOHD SALIM SHAIKH		
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Witnesses:

MR. MAJID KARIM KHAN	
MR. BHAVIK SHAH	

PART PAYMENT RECEIPT

Received of and from within named Transferee **MS. NAZIA MOHD SALIM SHAIKH**, part consideration as follows in respect of sale, transfer and assignment of my residential flat i.e. **Flat No. 503, Fifth Floor, C Wing, Pearl Hazeline, Hazeline C. H. S. Limited, Gaothan Lane No. 1, Off. S.V. Road, Andheri (West), Mumbai-400058, Maharashtra, India.**

Cheque No	Dated.	Bank Name	Amount in Rs.
			9,86,000/-
T.D.S @1%			1,14,000/-
Total Amt. Recd. Rs.			11,00,000/-

(Received Rupees Eleven Lakhs only).

We say Received
Rs. 11,00,000/-

MRS. MARINA BOSCO PIRES ALIAS MRS. MARIA PIRES	
MR. BOSCO NELSON PIRES	

Place: Mumbai