

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, this _____ day of _____, 2024, BETWEEN

MRS. JEAN RONALD D'SOUZA, Pan No. _____, Indian Inhabitant of Mumbai, residing at Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, hereinafter for brevity's sake referred to as the "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns) of the FIRST PART;

A N D

(1) MR. DSA NOEL SANTOSH, Pan No. FRDPD3196K, residing at 3/23 Golden Valley, Kalina, Santacruz (East), Mumbai 400 098 and

(2) MRS. PREETHI TINA DSOUZA D SA, Pan No. ALJPD8336J, residing at 201, La Belle CHSL, St. Anthony Street, Vakola, Santacruz (East), Mumbai 400 055

adults, Indian Inhabitants of Mumbai, hereinafter for brevity's sake referred to as "**THE PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS the Vendor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to a residential

premises being: Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, admeasuring 39.25 sq. mtrs. carpet area (hereinafter for brevity's sake referred to as "the said **Flat**")

AND WHEREAS the Vendor is the registered member of the Rajesh Park View Co-operative Housing Society Limited, being a society registered under the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/HSG/5397 of 1978 having office at Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, (hereinafter for brevity's sake referred to as "the said **Society**");

AND WHEREAS alongwith the said Flat, the Vendor is the registered holder of 5 fully paid up shares of Rs.50/- each bearing distinctive Nos. 51 to 55 (both inclusive) under Share Certificate No. 11, incidental to the ownership of the said Flat, issued by the said society and which Share Certificate now stands in the name of the Vendor, (hereinafter for brevity's sake referred to as "the said **Shares**");

The Vendor has represented to the Purchasers that their title to the said Flat arises as under:—

- i. WHEREAS one Mr. Ivan Lobo purchased the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 from M/s. Patel Enterprises vide Agreement dated 12th January, 1977;
- ii. And Whereas one Mr. Anthony D'souza had purchased the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 from Mr. Ivan Lobo vide Agreement

- dated 11th August, 1981, upon such terms and conditions set out in the aforesaid Agreement dated 11th August, 1981;
- iii. And Whereas the said Mr. Anthony D'souza gifted the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 to his daughter MRS. JEAN RONALD D'SOUZA vide Deed of Gift dated 12th day of October, 2021, bearing Registration No.BDR-9/11592/2021, and upon such terms and conditions set out in the aforesaid Agreement dated 12th day of October, 2021;
- iv. And Whereas by virtue of the said Deed of Gift dated 12th day of October, 2021, the said MRS. JEAN RONALD D'SOUZA, the Vendor herein, is the sole/absolute Owner of the said Flat; And Whereas the Vendor had complied with all the obligations under the said deed of Gift/Agreement.
- v. In pursuance of the above registered Deed of Gift/Agreement and possession letter, the Vendor herein is in lawful occupation and possession of the said Flat as the absolute owner thereof.

AND WHEREAS the title of the Vendor in respect of the said shares and the said Flat is clear and marketable and free from all encumbrances and there is no attachment, acquisition, requisition, prohibitory order of any nature whatsoever in or upon the said Flat and the said Shares and that there are no outstanding taxes, demands, dues, charges, etc. in respect of the said Flat and the said Shares and the Vendor has full right, power and absolute authority to grant, convey and sell the said Flat alongwith the said Shares to the Purchasers;

AND WHEREAS the Vendor is in exclusive and absolute possession of the said Flat along with the said shares and benefits and that the Vendor had neither till date hereof or at any time agreed to induct or inducted any third party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or in any manner whatsoever;

AND WHEREAS the Vendor hereby sells, transfers and assigns to the Purchasers the right, title and interest in the said Flat alongwith the said Shares including Share money, deposits, reserve fund, sinking fund, corpus fund etc., and incidental rights thereto all and singular the beneficial rights, title, interest of the Vendor as the registered member of the Society including the ownership of the said Flat as also all the direct and indirect benefits attached to the said Flat, free from all encumbrances and reasonable doubts, unto the Purchasers.

AND WHEREAS relying upon the representation and declaration made by the Vendor to the Purchasers, the parties have negotiated for the sale and purchase of the said Flat in the said building of the Society with all incidental benefits, right, title, interest, claim, possession and property rights in respect thereof at or otherwise for the lumpsum consideration of Rs. 97,50,000/- (Rupees Ninety Seven Lakhs Fifty Thousand only) payable by the Purchasers to the Vendor on the Vendor handing over vacant and peaceful possession of the said Flat and upon the terms and conditions more particularly set out herein;

AND WHEREAS the Vendor has made an application for intention of sale of the said Flat to the said Society and accordingly the said society has given their No Objection for the sale of the said Flat and the said shares alongwith the

membership rights, right of occupancy and the interest in the said society's property being the said Flat more particularly described in the schedule hereunder written, in the favour of the Purchasers;

In pursuance of the above, the parties are executing this present Agreement to record the agreement arrived between them and complete the transaction.

NOW IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Recitals form the integral part of this Agreement For Sale and should be deemed to incorporate herein as if the same were set out and reproduced verbatim in the operative part also.

2. Agreement:-

The Vendor has agreed to transfer, sell and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor the said Shares and the right to use, enter upon, enjoy and perpetually occupy the said Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055, admeasuring about 39.25 sq. mtrs. carpet area, in the building of the said Society for lumpsum price/consideration of Rs. 97,50,000/- (Rupees Ninety Seven Lakhs Fifty Thousand only).

3. Payment Schedule:-

- a. In pursuance of the above agreement, the Purchasers have paid to the Vendor on or before the execution of

these presents the sum of Rs. _____/- (Rupees _____ Only) being part consideration of the said Shares and the said Flat, described in the Schedule hereunder (the receipt whereof the Vendor does hereby admit, confirm and acknowledge).

- b. The Purchasers will pay a sum of Rs.97,500/- (Rupees Ninety Seven Thousand Five Hundred Only) being Tax deducted at source, to the Income Tax Authorities as provided under the Income Tax Act,1961 and the copies of the paid challan will be handed over to the Vendor within 7 days from the date of execution and registration of this Agreement. The Purchasers will file their returns and obtain the TDS Certificate (Form No. 16), on or before the end of the current quarter and a copy of the same will be handed over to the Vendor.
- c. The Purchasers have availed of a loan from a Bank/Financial Institution for an amount of Rs. _____/- (Rupees _____ only). The Bank/Financial Institution will directly issue the cheque of the full and final/balance consideration amount of Rs. _____/- (Rupees _____ only) in the name of the Vendor on or before 30 bank working days from the date of execution hereof, provided the Vendor produces all the original title deeds/documents (as and when demanded by the Purchasers Bank) and Mortgage NOC issued by society and any other documents required by the Purchasers for availing housing loan from bank. The sale contemplated herein shall be completed against the receipt of the entire balance principal amount as stated hereinabove and

only after the receipt of the said balance amount/full and final consideration amount as stated herein, the Vendor will hand over the vacant, quiet and peaceful possession of the said Flat and the said Shares to the Purchasers.

- d. The sale contemplated herein shall be completed against the receipt of the entire balance principal amount mentioned hereinabove and after the receipt of the said balance amount, the Vendor will handover the vacant, quiet and peaceful possession of the said Flat and the said Shares to the Purchasers.

4. Covenants and Representations of the Vendor that:-

- a. The Vendor represents and confirms that she is the sole and absolute owner of the said Flat and is well and sufficiently entitled to the said Flat described in the Schedule hereunder and no other person/s has any right, title, interest, property, claim or demand of any nature unto/upon the said Flat, either by way of sale, charge, lien, gift, succession, trust, lease, tenancy, easement or otherwise howsoever and the Vendor have good right, full power and absolute authority to transfer the same to the Purchasers.
- b. The Vendor states that she has obtained the necessary permission/NOC/no objection from the Rajesh Park View Co-operative Housing Society Limited, to transfer all her rights, title, interest, claim and benefits whatsoever enjoyed by the Vendor including the share deposits, if any, in favour of the Purchasers, for better and more perfectly transferring the rights, interest and

benefits of the Vendor in respect of the said Flat in the name of the Purchasers for exclusive use of the Purchasers thereof as aforesaid.

- c. The construction of the said Flat and interior thereof is in accordance with law and the same is not in violation of any provisions of law or building rules.
- d. The Vendor represents and confirms that the said Flat is not affected by any attachment before or after Judgment or any prohibitory order from any taxation department, government or authority and is free from all attachment, acquisition, requisition or trust of any nature whatsoever and further that there is no pending litigation of any kind whatsoever against the Vendor in respect to the said Flat in any forum, which may affect the title or marketability of the said Flat and that the same is free from all encumbrances.
- e. That neither the Vendor nor anyone on her behalf have committed or omitted any act, deed, matter or thing whereby her holding of the Said Shares and incidental rights thereto including the right to peaceful use, occupation, ownership and enjoyment of the Said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner or whereby the said shares and his other right, title and interest therein may become liable to attachment and/or sale whether by a decree or order of the Competent Court or otherwise.

- f. That the Vendor has not created or purported to create any tenancy, license, charge, lease, mortgage, lien or any kind of third party rights over the Said Flat and no other person or party has/have any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the same is free from all encumbrances and there is no pending litigation of any kind whatsoever and further that the Vendor shall so long as this agreement is valid, not enter into any agreement/writing with any third party for creating any rights of whatsoever nature in respect of the said Flat.
- g. The Vendor does hereby covenant with the Purchasers that she has duly complied with, observed and performed all the Rules, Regulations and Bye-Laws of the said Society and that the Vendor has not received any notice from the said Society for or in relation to any breach of any Rules, Regulations and Bye-Laws of the said Society and that there are no dues, actions or proceedings pending against the Vendor by the said Society or any member of the said Society in respect of the said Flat.
- h. The Vendor does hereby covenant with the Purchasers that the said Shares and the said Flat hereby agreed to be sold and transferred are free from all encumbrances of whatsoever nature and the Vendor has full and absolute authority to sell and transfer the same to the Purchasers, and the Vendor further declares that she has not done or performed any acts, deeds, matters or

things of whatsoever nature, whereby she may be prevented from entering into this Agreement/Deed.

- i. The Vendor states that the Vendor has not created any charge or encumbrance of whatsoever nature in respect of the said Flat nor the said Flat is subject matter of any litigation nor the same is attached in execution of any decree nor has the Vendor created any Tenancy or leave and license or any right in favour of anyone in respect of the said Flat and the said Shares.
- j. The Vendor hereby agrees to help the Purchasers to get the said Shares transferred in the name of the Purchasers in the records of the said Society alongwith the said Flat after receiving the full and final consideration amount.
- k. Upon execution hereof, the Vendor agrees to hand over all the title documents in respect of the said Flat which are in possession of the Vendor to the Purchasers, so that the Purchasers can avail of the said Loan. On the receipt of the full and final/balance consideration amount from the Purchasers, the Vendor will hand over the vacant and peaceful possession of the said Flat, and the Vendor will also hand over the keys of the said Flat to the Purchasers, alongwith the transfer forms and all other letters, documents and writings as required under Maharashtra Co-operative Societies Rules, 1961 and by-laws of the said Society for the effectual transfer of the said Flat and the said Shares in favor of the Purchasers.

- h. The Vendor hereby requests the said Society to transfer all the amounts deposited to her credit in the account of the society such as sinking fund, etc. in the name and favour of the Purchasers after the said Flat and said Shares are transferred in their name in the records of the society.
- i. The Vendor does hereby covenant with the Purchasers that she will pay all the dues, liabilities, her share of taxes, outgoings, electric bill, etc. to the said Society, Adani Electricity Ltd., and other authorities concerned, in respect of the said Flat upto the date hereof and assures that she will pay/clear all the dues till the completion of the Sale/Transfer of this Agreement/Deed.
- j. The Vendor has no objection if the Adani Electricity Ltd. and/or any concerned authorities transfers the consumer number and electric meter alongwith the deposit in respect of the electric connection of the said Flat in the name and favour of the Purchasers.
- k. The Vendor does further covenant with the Purchasers that after taking possession of the said Flat the Purchasers shall quietly and peacefully use, occupy and enjoy the said Flat without any hindrance, denial, demand, interruption or eviction by the Vendor or any other person or persons lawfully or equitably claiming through, under or in trust for the Vendor, and after receiving full and final payment as aforesaid from the Purchasers, the Vendor or her legal heirs, executors and administrators shall not and will not have any

rights, title, interest or claim of whatsoever nature in respect to the said Flat.

1. The Vendor does hereby further covenant with the Purchasers that after receiving the full consideration amount, she shall from time to time and at all times whenever called upon by the Purchasers or by their heirs, successors, executors, administrators or assigns do and execute all the necessary documents, transfer deed, agreement for sale, power of attorney, forms, application, acts, deeds and things whatsoever required and get the same duly registered by attending the office of the Joint Sub – Registrar and/or Registrar of Mumbai or Bandra for more perfectly securing the transfer of the said Flat in the name of the Purchasers.

5. Covenants and Representations of the Purchasers:-

- a. After taking possession of the said Flat the Purchasers shall be entitled to enter upon, use, occupy and enjoy the same and the Purchasers, their heirs, successors and assign shall enjoy and occupy the same forever without any claim, charge, right, interest, demand or lien from the Vendor or any person or persons claiming through or under them or in trust for them subject to the payment by the Purchasers of all the taxes, assessments, charges, duties, etc., payable to the said Society, Government, Revenue or Local Authorities or Municipal Corporation of Greater Bombay, Adani Electricity Ltd., thereafter in respect of the said Flat .
- b. After taking possession of the said Flat the Purchasers hereby agree and undertake to pay and discharge all calls, demands, contributions, etc., which the said

Society may thereafter make in respect of the same and the Society's transfer charges/repair fund, if any, payable for the Transfer contemplated hereunder shall be borne and paid by the Purchasers alone.

- c. The Purchasers do hereby covenant with the Vendor that they shall pay their share of taxes, outgoings, etc., in respect of the said Flat to the said society from the date of taking possession of the said Flat.
- d. The Purchasers declare that on being admitted as members of the said Society, the Purchasers will observe and abide by the rules, regulations and bye-laws made and adopted from time to time by the said society.

6. Indemnity and Penalty:-

- a. The Vendor undertakes to indemnify and keep indemnified the Purchasers against all demands, claims, proceedings, costs and expenses in connection with any liability which the Purchasers may have to suffer or incur due to the claims arising from any third person or from the said Society, Government, Revenue or Local Authorities, Stamp authority, Sub-Registrar, Competent Authorities, relating to the said Flat, sustained prior to the execution of these presents and/or from any earlier transfer upto and inclusive of the date of full and final payment.
- b. Relying upon the covenants, assurances and representation aforesaid made and given by the Vendor, the Purchasers has entered into the present Agreement/Deed and the Vendor agrees and

undertakes to indemnify and keep indemnified and harmless the Purchasers from and against the loss, cost, charges, expenses, demands, deposits, claims, interests, suffered by the said Vendor or by any other person/s claiming under or to claim by, from, under or in trust for her, in respect of the said Flat, up to the date of full and final payment hereof.

- c. The Purchasers as stated hereinabove, hereby covenant, assure and indemnify the Vendor to pay and clear the consideration amount of Rs. 87,75,500/- alongwith T.D.S. challan/certificate amount of Rs. 97,500/- as 1% of the total sale consideration of Rs. 97,50,000/- (Rupees Ninety Seven Lakhs Fifty Thousand only) for the abovesaid Flat on or before 30 bank working days from the date of execution and registration hereof.
- d. The Purchasers state that they have already received a pre-sanction letter from the Bank/Financial Institution for availing of the loan in respect of the abovesaid balance amount. Provided that in the event the Purchasers herein fail to pay the balance consideration as mentioned within 30 days from the date of registration hereof, then in that event the Purchasers are liable to pay interest @18% p.a on the balance consideration amount till realization of the full and final consideration amount into the Vendor's Bank Account for a period of 90 days only from the date of registration hereof. After the period of 90 days, if the Purchasers have failed to pay the abovesaid balance amount, then in that event this Agreement will stand

cancelled, the Vendor will return the amount received from the Purchaser after deducting an amount of Rs. 5,00,000/- as damages and the Purchasers agree and undertake to accompany the Vendor to execute and register a Cancellation Deed and the Purchasers will be liable to bear all the expenses for the execution and registration of the said Cancellation Deed. Thereafter the Vendor will be at liberty to dispose and sell their said Flat to any third person and/or person/s of their choice, at their absolute discretion.

- e. Provided that in the event the Vendor herein fails to handover the vacant and peaceful physical possession of the said Flat after receiving full and final consideration amount, then the Vendor is liable to pay interest @18% p.a. on the entire consideration received by her till the date of handing over the vacant and physical possession of the said Flat.

7. Sale Deed:-

This Agreement shall operate as Sale Deed upon payment of the full and final consideration made by the Purchasers to the Vendor and upon execution of full and final receipt by the Vendor.

8. The Vendor and the Purchasers jointly represent that:-

- a. The Purchasers and the Vendor hereby irrevocably agree that any other written Agreements including Nomination and/or Will, precedent to this Agreement in respect of the said Flat and the said Shares stand nullified by this current Agreement and will be of no

effect whatsoever and howsoever in the light of interpreting this current Agreement.

- b. In performing their part of the contract both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other. It is expressly agreed by and between the parties herein, that time should be the essence of the Contract, as far as the payment of above given balance consideration is concerned and for handing over vacant and peaceful possession of the said Flat is concerned.
- c. The Transfer charges payable to the society shall be borne and paid by the Vendor and the Purchasers in equal shares.
- d. The stamp duty and registration charges payable on this Agreement/Deed shall be borne and paid by Purchasers. The Vendor shall accompany the Purchasers and/or their representative/s to the office of the Sub-Registrar of Assurances and lodge this Transfer Deed for registration and admit the execution thereof. However, the stamp duty, registration charges, other levies in respect of all previous transfers in respect of the said Flat shall be the sole responsibility of the Vendor and the Vendor undertakes to indemnify/reimburse to the Purchasers any amount, if paid by the Purchasers pursuant to any demand by relevant authorities or otherwise.

- e. Each party shall bear and pay the legal expenses of their respective Advocates/Solicitors/Chartered Accountants.

9. Notices

All communications required to be given under this Deed shall be in writing and may be delivered and shall be deemed to have been received if sent through post, fax, e-mail, courier or any other acceptable means of communication. The communication address for service of the same to the parties shall be as mentioned in the beginning of the present Deed.

10. Entire Deed

This Deed (including the Schedules and Annexures) constitute the entire Sale Deed between the Parties hereto and shall supersede all prior Agreements, letters of intent and understandings, both written or oral, arrived at between the parties with respect to the subject matter hereof.

11. Amendment And Modification

This Deed shall not be amended or modified except by way of an instrument in writing signed and executed by both the parties hereto.

12. Governing Law, Arbitration And Jurisdiction Of The Courts

- a) This Deed as also its formation, execution, validity, interpretation and implementation shall be governed by and construed in accordance with the laws of India.

- b) Any disputes and/or differences arising out of this Deed or from the interpretation of the terms and conditions or non-compliance or non-payment hereunder, the same shall be resolved mutually and amicably by both the parties. If it cannot be so resolved mutually and amicably, the same shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other relevant Arbitral law for the time being in force to a Sole Arbitrator. The Arbitration Proceedings shall be held in English language in the City of Mumbai.
- c) The Courts at Mumbai alone shall have exclusive jurisdiction to try and entertain all disputes arising between the parties hereto. This Agreement shall always be the subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.
13. The Parties hereto hereby state that the contents of this agreement have been explained to them in English and in their respective mother tongue and they have properly understood all the contents of the same and thereafter they have signed it with their own free will without any force, coercion, compulsion and undue influence and in their proper state of mind.

14. Clause Headings:-

The section/clause heading contained in this Agreement are for the convenience of the parties and shall not effect the meaning or interpretation of this Agreement.

SCHEDULE REFERRED TO HEREINABOVE

The said Flat No. A/401 is situated on the 4th Floor in Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055 is admeasuring about 39.25 sq. mtrs. carpet area and the said building is standing on a Plot bearing C.T.S No. 816 situated at Village Kolekalyan, Taluka Andheri, Mumbai suburban District in the Registration District and Sub-District Mumbai City and Mumbai Suburban within the Jurisdiction of Sub-Registrar at Mumbai and the said building was constructed in or about the year 1976 and the said society was registered in the year 1978. The said building is consisting of ground and four upper floors and it is not having a lift.

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

SIGNED AND DELIVERED by the)
withinnamed "VENDOR")

MRS. JEAN RONALD D'SOUZA		
<i>Photo</i>	<i>Left Hand Thumb Impression</i>	<i>Signature</i>

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in the presence of)

- 1.
- 2.

SIGNED AND DELIVERED by the)

withinnamed "PURCHASERS")

(1) MR. DSA NOEL SANTOSH		
<i>Photo</i>	<i>Left Hand Thumb Impression</i>	<i>Signature</i>
(2) MRS. PREETHI TINA DSOUZA D SA		
<i>Photo</i>	<i>Left Hand Thumb Impression</i>	<i>Signature</i>

in the presence of)

- 1.
- 2.

RECEIPT

I, MRS. JEAN RONALD D'SOUZA, say that we have Received an amount of Rs. _____/- (Rupees _____ only) from the Purchasers, (1) MR. DSA NOEL SANTOSH and (2) MRS. PREETHI TINA DSOUZA D SA, as detailed below being the part consideration for the sale of Flat No. A/401, 4th Floor, Rajesh Park View Co-op. Hsg. Soc. Ltd., Vakola Pipeline, Santacruz (East), Mumbai 400 055.

Sr No	DD/Pay order/NEFT	Date	Bank	Amount Rs.
1.				
2.				
			Total	_____/-

I say received
Rs. _____/-

(Vendor)

Witnesses:-

1.