

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at Mumbai this _____ day of July' 2024 between **Mr. DANIEL D'SOUZA s/o Late Mr. BENEDICT V. D'SOUZA**, having PAN: ADGPD9976K and AADHAR: 331399928247, aged 49 years an Indian Inhabitant and presently residing at:- Flat No. 4, on Ground Floor in Wits End Co-Operative Housing Society Limited, Plot No. 70-D Hill Road, Bandra (West), Mumbai -400050, hereinafter referred to and called as **"VENDOR"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, representatives, successors and assigns) of the **FIRST PART**;

AND

(1) MR. MINGUEL ANTHONY FERNANDES, S/o Mr. Anthony Joseph Fernandes, having PAN: AACPF1578L and AADHAR: 3937 4357 3853, aged 56 years and **(2) MRS. RITU MINGUEL FERNANDES**, W/o Mr. Minguel Anthony Fernandes, having PAN: AAKPF5435A and AADHAR: 6805 6511 8561, aged 49 years, both are Indian Inhabitants and presently residing at:- Flat No. 204, 'B' – Wing, Vakola Rajesh Park View CHSL., Opp. St. Anthony Church, Pipeline Road, Vakola, Santacruz (East), Mumbai - 400055, hereinafter collectively referred to and called as **"THE PURCHASERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, executors, administrators, representatives, successors and assigns) of the **SECOND PART**;

Hereinafter, the Vendor and the Purchasers shall individually be referred to as the **"Party"** and shall collectively be referred to as the **"Parties"**.

AND WHEREAS the said Vendor viz. **Mr. DANIEL D'SOUZA** is exclusively, absolutely and lawfully seized, possessed, occupied and/or well sufficiently entitled to residential Flat bearing No. 104, admeasuring 375 sq.ft. carpet area, on First Floor, in **Wing – 'A'**, in society known as "Wits End Co-Operative Housing Society Limited", (Registration No. BOM/HSG/2979 OF 1971 dated 02nd June, 1971), situated at:- Plot No. 70-D Hill Road, Bandra (West), Mumbai -400050, lying and situated at land bearing Survey No. Hissa No. and C.T.S. Nos. C/69, 70 & 71, of Revenue Village – Kolekalyan, Taluka – Andheri, in the registration district and sub-district of Mumbai Sub-urban District, within the limits of Municipal Corporation of Greater Mumbai, along with Five (5) fully paid up shares of Fifty each, total value of Rs.250/- bearing Distinctive Nos. 551 to 555 (both inclusive), bearing Share Certificate No.72, issued and transferred on 29th January, 2022, (hereinafter collectively referred to and called as the said **"FLAT"**), more particularly described in Schedule hereunder written, is the subject matter of this Agreement for Sale.

WHEREAS THE VENDOR DO HEREBY EXPRESSLY REPRESENT AND DECLARE TO THE PURCHASER AS FOLLOWS:

Mr. BENEDICT V. D'SOUZA of Mumbai, adult Indian inhabitant presently residing at Flat No. 4, on Ground floor in Wits End Co- operative Housing Society Limited, Plot No. 70-D Hill Road, Bandra (W), Mumbai 400050, hereinafter called "the Flat Holder" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the Third Part;

(a) The Wits Ends Co-operative Housing Society is the owner of or otherwise well and sufficiently entitled to and seized and possessed of all that piece or parcel of land admeasuring 1670.60 sq. meters, bearing CTS No.C/69,70 & 71 as more particularly described in Annexure "A" the schedule thereto which is reproduced as scheduled society is thus the absolute owner of the said buildings thereon known as "Wits-End (Wing A) &ifs- End (Wing The society is therefore entitled to get the old and Wits-End (Wing A) demolished and get a new building the place thereof.

(b) The aforesaid building known as The Wits End Co-operative Housing Society Ltd. hereinafter called the said existing building comprises of ground and Four Upper Floors totally having 30 Flats, each admeasuring 350 sq.ft. Carpet area which belong to the 30 members of the Society.

(c) The said building, which was constructed in 1972 i.e.36 years ago, is in state of total disrepair, having deteriorated over the years. Cracks have developed at several places; the steel reinforcements in the slabs, columns and beams have been exposed leading to extensive corrosion. There are leakages in several of the Members' Existing Flats. Plastering has been falling from several parts of the building regularly thereby posing grave danger to the members and their families. Members could not afford the cost of the extensive repairs, as a result of which no repairs have been carried out since the past several years, thereby further compounding the problem. M/s Vartak Vadalkar Associates, Structural Engineers appointed by the society, have inspected the building and submitted their report dated 22nd October 2005, in which they have opined that it is safer to demolish the existing building and reconstruct the same for the safety of the member was, therefore, decided at the General Body Meeting Held on 25 November 2005, to appoint a developer to carry out the repfirst the building and to defray the costs thereof by permitting him, to loud WERE on super structure by erecting columns from outside the building. However, owing to an amendment to the DC Rules, TDR was not permissible to be loaded on the existing building, but the existing building had to be demolished and reconstructed.

(d) Pursuant to the above, the members of the Society in its General Body Meeting held on 25.11.2005, 19.03.2008 and in another General Body Meeting held on 1.10.2006, rather than wasting the money on carrying out major repairs to the old structure the members agreed to demolish the existing building and reconstruct a new building thereon by utilizing the available Floor Space Index (F.S.I.) of the plot plus additional F.S.I that the developers/builders may acquire at their own cost by way of Transfer of Development Rights (T.D.R.) and load them on society's building to the maximum permissible extent. Consequently, as decided in the General Body Meeting it was decided to sign an agreement with Messrs. Tropic City Developers Pvt. Ltd. now known as Bajaj Allwyn Realty Pvt. Ltd. Accordingly, Development Agreement dated 30.12.2006 was executed with Messers tropic City Development Pvt. Ltd. now known as Bajaj Allwyn Realty Pvt. Ltd. by the Society. The said Development Agreement, after payment of applicable stamp duty thereon has been registered with the Sub/Joint Registrar of Assurances under BDR/1-02814/2007 of 4.4.2007

(e) Pursuant to invitations made by the Society, proposals were received from various developers for redevelopment of the said property by demolishing the said building and constructing a new butting on the said property and the proposal of the Developers herein was accepted by the society in its General Body Meeting held on the 19 March, 2006, and 1 October 2006, the said 1) Mr. Robert 2)Mr. Joe Fernandes 3)Mr. C.D. Pawar 4) Mr. P. Desai 5)Mrs. Crezil D'Souza were empowered to sign and register the necessary Development Agreement, Power of Attorney and all other necessary documents.

(f) By a Development Agreement dated 30th December 2006, duly registered with the Sub-Registrar of Assurances at Bandra, Andheri-1. MSD, under Serial No. BDR1-02814-2007 on 04.04.2007 executed between the society of one part and the Developer herein of the other part, the Society permitted the Developer to develop the said property by demolishing the existing structure thereon and constructing a new residential building thereon and constructing a new residential building thereon in accordance with the plans and specifications as more particularly referred to in the said Development Agreement for the consideration and upon the terms and conditions set out in the said Development Agreement.

WHEREAS:

A. One Benedict Victor D' Souza was seized and possessed of and otherwise well and sufficiently entitled to 5 (five) shares bearing distinctive Nos. 16 to 20 (both inclusive) of the face value of Rs.50/- each fully paid up ("said Shares") represented by Share Certificate No.4 in Wits End Co-operative Housing Society Limited (hereinafter referred to as "the said Society") and as such shareholder and member of the said Society was entitled to the use,

possession, occupation and enjoyment of Flat No. 4 ("Original Flat") on the ground floor of the building known as "Wits End", Hill Road, Bandra (West) Mumbai 400 050", standing on C.T.S No. C-69, C-70 and C-71 of village Bandra, situated at Plot No. 70/D, 134, Hill Road, Bandra (West) Mumbai 400 050.

B. By and under a Development Agreement dated 30 December 2006 executed between the Wits End Co-operative Housing Society Limited (therein referred to as the Owner) of the one part and Messer Tropic City Developers, Private Limited (therein referred to as the Developer) of the other part, and registered with the sub- registrar of assurances at Bandra under serial No.02814/2007, Developer agreed to allot Flat No. 4 on the first floor of the proposed new building free of cost on ownership basis in of the Original Flat on the terms and conditions more particularly mentioned herein.

C. By and under a Members Ownership Flat Agreement dated 23 December 2008-executed between M/s Bajaj Allwyn Realty Private Limited previously known as Tropic City Developers Private Limited (therein referred to as the Developer) of the first part and Wits End Co-operative Housing Society Limited of the second part and Benedict Victor D' Souza (therein referred to as the Flat Holder), of the Third part and registered with the sub- registrar of assurances at Bandra under serial No. 12448/ 2008, the Developer allotted new Flat No. 104 on the first floor of the proposed new building free of cost on ownership basis in lieu of the Original Flat and to be held by the Flat Holder as member and shareholder of the said Society on the terms and conditions more particularly mentioned therein.

D. Late Benedict Victor D' Souza died on 7 March 2014 at Mumbai leaving behind him the flat in the name of his wife Mrs Lorraine D' Souza (Wife).

E. Out of the natural love and affection Mrs Lorraine D' Souza (Wife) has desirously transferred and assigning the said flat by way of gift to Mr. Daniel D'Souza alongwith all her share, right, title and interest in the said Flat and as incidental thereto all her right, title and interest in the capital and funds of the said Society by virtue of Gift Deed executed on 10th December'2021 and Release Deed executed on 10th December'2021.

F. In view of the aforesaid, the said Vendor herein is well and/or sufficiently entitled to the said Flat in all respects. The Vendor hereby reiterates and confirms that the said Vendor herein is in possession of the same on what is popularly known as Ownership Basis;

G. The Vendor has become the sole, absolute and exclusive owner of the said Flat and as per the principal agreement have represented herein that the principal agreement is valid and subsisting and that the Vendor therein is entitled to the right, title and interest in the said Flat under the said principal agreement he has prior hereto not sold, transferred and / or assigned the benefits of the said Flat to any person/s / party/ies and has not been in breach of the terms and conditions of the said Principal Agreement.

H. The Vendor is legally entitled to the said Flat together with all the attached benefits and that neither the Vendor herein either personally or through any of his agent/s or constituted attorney has/have or had at any time heretofore neither created or agreed to create any third-party rights or rights, title, interests or claim whatsoever in respect of the said Flat, except that mentioned hereunder.

I. At the request of the Purchasers herein and with the consent of the Society, the Vendor herein has agreed to transfer and assign all his rights, title, interest and benefits in the said Flat and all rights and benefits under the said Principal Agreement incidental thereto to the Purchaser herein for the consideration and on the terms and conditions contained in the Agreement.

J. The Vendor is legally entitled to the said Flat together with all the attached benefits and that neither the Vendor herein either personally or through any of his agent/s or constituted attorney has/have or had at any time hitherto neither created or agreed to create any third-party rights or rights, title, interests or claim whatsoever in respect of the said Flat;

K. That in the manner aforesaid the Vendor has true, bonafide and in good faith disclosed to the Purchaser, all the material facts relevant documents and papers called for by the Purchaser and circumstances in respect of the said Flat and benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the Purchaser in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representations and declarations made by the Vendor to the Purchaser, the parties have negotiated for sale and purchase of the said Flat in the said Building more particularly described in the Schedule written hereunder and all attached benefits including the benefits and rights, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise along with transfer of other amenities at the said Building for the lump-sum price /total consideration of **Rs. 2,12,00,000/- (Rupees Two Crores and Twelve Lakhs only)**, hereinafter referred to as “**the Consideration Amount**”, payable to the Vendor by the Purchaser. And the Vendor shall sell, transfer, assign, grant, release and assure unto the Purchaser all his right, title and interest accrued along with right to have vacant and peaceful possession of the said Flat, with all the attached benefits with clear & marketable title free from all encumbrances and reasonable doubts along with the Purchaser having legal right to have and call for all relevant deeds, documents, papers and writings from the Vendor and the concerned parties contemplated by law as hereinafter mentioned in these presents.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:

1. The Vendor hereby declares and confirms that what is recited hereinabove in respect of the said Flat shall be treated as representations and irrevocable declarations on his part as if the same are reproduced herein verbatim and form part of this clause / agreement. The Vendor hereby confirms that the Purchaser have agreed to purchase the said Flat relying upon the correctness of the declarations and representations made by the Vendor in these presents.
2. The Vendor shall sell, transfer, assign and assure to the Purchaser and the Purchaser shall purchase and acquire the said Flat being Flat No. 104 on the First Floor of the Building Complex named and styled as Wits End Co-operative Housing Society Limited, Plot No. 70-D Hill Road, Bandra (W), Mumbai 400050 having open Car park in the said building, and all attached benefits and rights, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise free from all encumbrances at or for the total consideration / total price (inclusive of the income tax deduction at source of the Consideration Amount) of **Rs. 2,12,00,000/- (Rupees Two Crores and Twelve Lakhs only)** being the full and final consideration amount and the said Consideration Amount to be paid by the Purchaser to the Vendor.
3. The Vendor represent and warrant to the Purchasers that total consideration of **Rs. 2,12,00,000/- (Rupees Two Crores and Twelve Lakhs only)** [i.e. Rs.2,09,88,000/- + Rs.2,12,000/- (1% TDS) = Rs.2,12,00,000/-], is being received by the Vendor towards full and final consideration paid by the Purchasers for acquiring the said Flat agreed under this Agreement for Sale and is also subject to the Vendor receiving the total amount of consideration including the TDS certificate of 1% transaction value from the Purchasers, which shall be paid within 15 days after the registration of this Agreement for Sale.
4. The Vendor is Indian Citizen; therefore, the Purchasers have deducted aggregating Tax at Source (TDS) @ 1% of Rs.2,12,000/- (Rupees Two Lakhs Twelve Thousand Only) and paid to the Income Tax Department, TDS Certificate in respect thereof shall be

handed over by the Transferee to the Transferors within 15 days after execution and registration of this Deed of Sale and immediately after execution and registration of this Deed of Sale, the Transferors shall handover vacant, peaceful and physical possession to the Transferee as sole, exclusive, absolute and lawful owner of the said Flat.

5. The Vendor represent and warrant to the Purchasers that the Vendor shall sign and execute all necessary papers to transfer the said Flat in favour of the Purchasers as may be required after execution and registration of this Agreement for Sale.
6. The Vendor and the Purchasers have agreed to execute and register this Agreement for Sale in respect of the said Flat to sell, transfer, convey and assign all right/s, title/s, claim/s and interest/s of the Vendor and also to the use and occupation of the said Flat and the proportionate right/s, title/s, claim/s and interest/s, into and over the funds and properties of the aforesaid Society thereof in favour of the Purchasers on the terms and conditions herein contained and also agreed simultaneously to execute in favour of the Purchasers all necessary documents for transfer of membership of the Vendor in favour of the Purchasers in respect of the aforesaid Society and/or any matter incidental thereof.
7. That the Vendor hereby sell, transfer, convey and assign all their right/s, title/s and beneficial interest/s in the said 5 (Five) fully paid-up shares of Rs.50/- (Rupees Fifty Only) each, aggregating to Rs.250/- (Rupees Two Hundred and Fifty Only), and bearing Distinctive Nos. 151 to 155 (both inclusive), (hereinafter referred to as the said "**SHARES**") issued by "Wits End Co-Operative Housing Society Limited" (hereinafter referred to as the said "**SOCIETY**") under Share Certificate No.72, (hereinafter referred to as the said "**SHARE CERTIFICATE**"), along with all their right/s, title/s and interest/s in the said Residential Flat bearing No. 104, admeasuring 375 sq.ft. Carpet Area, on 1st Floor, in Wing - 'A', in society known as "Wits End Co-Operative Housing Society Limited", situated at:- Plot No. 70-D Hill Road, Bandra (West), Mumbai -400050, lying and situated at land bearing Survey No. , Hissa No. and C.T.S. Nos. C/69, 70 & 71 of Revenue Village - Kolekalyan, Taluka - Andheri, in the registration district and sub-district of Mumbai Sub-urban District, within the limits of Municipal Corporation of Greater Mumbai (hereinafter referred to as the said "**FLAT**"), to the Transferee, together with all the benefits directly and/or indirectly attached to the said Flat and the said Shares, free from all encumbrances and reasonable doubts, for the total consideration of **Rs. 2,12,00,000/- (Rupees Two Crores and Twelve Lakhs only)**, subject to deduction of TDS, which the Transferee has paid to the Transferors in the following manner:
 - (i) A sum of **Rs.10,00,000/- (₹ Ten Lakhs Only)**, has been paid by the Purchasers, [vide RTGS of Rs. 5,00,000/- dated 20/06/2024 through Canara Bank A/c 0111101045186 & Rs. 5,00,000/- dated 20/06/2024 through Canara Bank A/c 0111101048740], drawn in favour of the Vendor, as and by way of earnest amount/token amount towards part consideration amount, the payment and receipt whereof the Transferors does hereby admit and acknowledge and in respect whereof, the Transferors hereby forever acquits, releases and discharges the Transferee;
 - (ii) A sum of **Rs. _____/- (₹ _____ Only)**, has been paid by the Purchasers, vide Cheque bearing No. _____, dated ___/___/2024, drawn on Canara Bank, Santacruz East Branch, drawn in favour of the Vendor, as and by way of part consideration amount, the payment and receipt whereof the Transferors does hereby admit and acknowledge and in respect whereof, the Transferors hereby forever acquits, releases and discharges the Transferee;
 - (iii) A sum of **Rs. _____/- (₹ _____ Only)**, has been paid by the Purchasers, vide Cheque bearing No. _____, dated ___/___/2024, drawn on Canara Bank, Santacruz East Branch, drawn in favour of the Vendor, as and by way of part consideration amount, the payment and receipt whereof the Transferors does hereby admit and acknowledge and in respect whereof, the Transferors hereby forever acquits, releases and discharges the Transferee;
 - (iv) The Balance sum of Rs. _____/- (Rupees _____ Only) shall be paid through disbursement of loan from RBL bank on or before the expiry of ____ days from the date of registration of the said Agreement for Sale and simultaneously against the Vendor handing over the vacant and peaceful possession of the said Flat to the Purchasers and against the Vendor handing over all original documents of title in respect of the said Flat and in respect whereof, the Vendor hereby forever

- acquit, release and discharge the Purchasers;
- (v) A sum of Rs. 2,12,000/- (Rupees Two Lakhs Twelve Thousand Only) has been deducted by the Purchasers being 1% of TDS on the total consideration payable to the Vendor at the time of completion of this transaction, and the same shall be deposited by the Purchasers with the appropriate income tax authorities in favour of the Vendor, by the due date for such deposit and issue the necessary challan and TDS certificate for the same to the Vendor. The Vendor shall acknowledge the payment of the amount of Rs. Rs.2,12,000/- (Rupees Two Lakhs Twelve Thousand Only)towards TDS deduction on the production of proof of actual payment of the said TDS by the Purchasers;
- (vi) On the representations made by the Vendor, the Purchasers have made and distributed the entire consideration as per abovementioned payment schedule to the Vendor and subject to the realization of abovementioned Cheques/Payments, the Vendor hereby confirm and acknowledge the receipt of the total sale consideration amounting to **Rs. 2,12,00,000/- (Rupees Two Crores and Twelve Lakhs only)** [i.e. Rs.2,09,88,000/- + Rs.2,12,000/- (1% TDS) = Rs.2,12,00,000/-], as receipt herein, in respect of the said Flat and that there is/are nothing due from the Purchasers towards the sale consideration in respect of the said Flat and the Transferors hereby acquit, release and discharge the said Flat in respect of the sale consideration of the said Flat to the Transferee.

8. The Vendor hereby covenants and warrants with the Purchaser and declares as follows:-

- a) That the ownership in respect of the said Flat solely belongs to the Vendor and that no other person or persons has/have any right, title or interest, Premises, claim or demand of whatsoever nature into or upon the same whether by way of sale, exchange, mortgage, charge, lien, gift, trust, inheritance, lease, easement or otherwise.
- b) The said Flat is fully constructed and no permission from the competent authority is required for sale and transfer of the Said Flat.
- c) The area of the said Flat is 375 sq.ft usable carpet area according to the title documents and same shall be taken as correct and accepted by the Purchaser.
- d) The Vendor shall make out a marketable title to the Said Flat from all encumbrances, doubts and claims and shall at his own costs and expenses get in all outstanding estates and clear all defects in the title encumbrance and claims by ways of sale, exchange, mortgage, gift, trust, inheritance, possession lease, lien, easement or otherwise. The Vendor represents that the said Flat is fully transferable and the Purchaser will be fully entitled to transfer the said Flat after payment of the full consideration to any third person/subsequent Purchaser without any approval or transfer charges or NOC from the Vendor.
- e) All taxes, maintenance charges and other outgoings, in respect of the said Flat have been paid till dated to the concerned Authorities and any previous dues if any towards maintenance or BMC tax ,etc shall be paid by vendor till the possession date.
- f) That the said Flat is in exclusive use, enjoyment, occupation and possession of the Vendor alone and the Vendor has not created any third-party rights therein or in respect thereof whether by granting on leave and license or otherwise.
- g) The said Flat is in exclusive possession of the Vendors and that upon the receiving the Total Consideration as mentioned above, the Vendor shall handover the keys of the said Flat and delivers vacant and peaceful possession of the said Flat hereof to the Purchaser along with various amenities as provided in the said Flat.

- h) The Vendor has good right, full power and absolute authority to enter into this Agreement for sale of the said Flat and there is no circumstance, fact, act, Impediment, restraint or injunction against the Vendor from being able to do so and/or prejudicially affecting the Vendor to sell and transfer the said Flat to the Purchaser.
- i) There is no litigation, legal or other proceedings pending before any Court or authority including any Arbitrator and no injunction, attachment or other restrictive order have been passed or issued by any Court of Law or any Other Authority under State and / or Central Government, preventing or restraining the Vendor from selling and transferring the said Flat and there is no notice of lis pendens, order, decree, attachment (either before or after judgment or in the execution of any decree) or action of any court or authority touching or concerning the said Flat;
- j) There is no proceedings pending against the Vendor under the Provisions of Section 281 of the Income Tax Act, 1961 (Act of 1961) and that no notice has been issued to him whether for recovery or otherwise or no process or summons initiated by any taxation authorities or local authorities and there are no prohibitory orders or any attachment orders of any other liabilities, in respect of the said Flat and the Car parking spaces and /or part thereof;
- k) The Vendor confirms that there is no mortgage or encumbrances or charge pending in respect of the said Flat and the same is free from all encumbrances.
- l) The Vendor has not sold, assigned, gifted, exchanged or otherwise transferred the said Flat or part thereof to any person/s nor entered into any agreement / Agreement / writing / document in respect thereof with any person or persons.
- m) That the legal heirs of the Vendor will not contest for any share or interest in the said Flat or in connection with the consideration amount paid or payable. As such on the completion of the transaction, the Purchaser will be entitled to occupy the same without any interruption or hindrance.
- n) The Vendor shall not hereafter enter into any agreement or agreements dealing touching or concerning the said Flat including Car Parking Spaces or any part thereof, subject to receiving of the Total Consideration.
- o) The Vendor has not received any notices of requisition and/or acquisition in respect of the said Flat and/or any part thereof from the State and / or Central Government and /or from the other local body and /or authority and/or bank and/or financial institution or under statutes which would prejudice affect his rights to execute this Agreement.
- p) No notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law has been received by or served on the Vendor in respect of the said Flat or any part thereof which restricts the execution of this Agreement.
- q) The Vendor is aware that relying upon the representations and warranties made by the Purchaser, the Vendor has agreed to sell the said Flat. The Vendor doth hereby indemnifies and shall keep the Purchaser its assigns or any person or persons claiming through them,

fully and effectually indemnified save harmless, defended from and against any costs, charges, expenses, loss or damages that may be suffered or incurred by the Purchaser and/or its estates or effects from and against all demands, claims, notices, actions, suits and/or proceedings whether put forward by any third party, the Government, local authorities in respect of the said Flat and/or due to any of the above representations and warranties being found to be untrue.

9. That the Vendor hereby agrees and undertakes to handover the original Agreements and other related papers, relating to the said Flat in his possession to the Purchaser on receipt of full & final consideration amount only, pertaining to the said Flat.
10. It has been expressly agreed by the parties herein, that the time is the essence of the Agreement for Sale so far as (i) the payment of above stated balance Consideration Amount and (ii) for assignment of rights to have actual physical, vacant and peaceful possession of the said Flat unto the Purchaser, whereupon the Purchaser shall be entitled to receive possession of the said Flat along with all the attached benefits from the said Vendor with clear and marketable title free from all encumbrances in favour of the Purchaser.
11. On receipt of the full and final consideration as aforesaid, the Vendor shall assign all his rights to have actual physical, vacant and peaceful possession of the said Flat unto the Purchaser, whereupon the Purchaser shall be entitled to receive possession of the said Flat from the said Vendor.
12. On receiving the full & final consideration, the Vendor shall surrender his rights, title and interest in favour of the Purchaser and the Purchaser shall be entitled to quietly enter upon, reside, hold, occupy, possess and enjoy the said Flat together with the fittings, fixtures and other benefits/amenities including the said benefits provided and absolutely without any let or sub-let or hindrance from any person/party claiming by through under or in trust of the Vendor.
13. The Vendor has represented to the Purchaser and the Purchaser have agreed that all charges payable including but not limited to society charges, electricity meter, Mahanagar Gas connection charges, water meter charges, service tax including VAT, Property Tax, TDS, GST, parking charges, maintenance deposit, corpus fund deposit, share money, conveyance any other charges levied by the said Society in respect of the said Flat prior to the execution of this Agreement for Sale have been paid by the Vendor and the Purchaser shall not be liable to pay the same or reimburse any amounts from the same to the Vendor.
14. The Vendor has represented to the Purchaser that there is no dues/charges payable for the said Flat along with all the attached benefits including the dues/ charges payable to the Society and any Government authorities up to the date of execution of this Agreement for Sale.
15. The Vendor has obtained the necessary permission from the Society to transfer all his right, title, claim, interest, right to have vacant and peaceful possession of the said Flat and all the attached benefits whatsoever enjoyed by the Vendor including the said benefits and deposits, in favour of the Purchaser and shall cooperate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the Vendor in respect of the said Flat unto the Purchaser for exclusive use of Purchaser thereof as aforesaid.
16. The Vendor indemnify and keep indemnified the Purchaser and keep saved and defended harmless and indemnified of, from and against all claims and demands of third parties as to the title of the Vendor, to the Said Flat and of from and against all claims, demands, suits or proceedings of whatsoever nature arising from the above transaction of in relation thereto owing to defect in title or any act or default of the Vendor relating to the Said Flat or due to any wrongful statement/s as provided under this Agreement.

17. If any further writings are required in future by the Purchaser for perfecting the title to the said Flat, the Vendor agrees and undertakes to execute the same, at the costs and expenses of the Purchaser.
18. That the Vendor has not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
19. That after receiving the full and final Consideration Amount as aforesaid from the Purchaser, neither the Vendor nor his legal heirs, successors, executors, administrators and assigns shall and will have any right, title, interest or claim to the said Flat.
20. The Purchaser 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 Project and the Units/Flats 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 shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.
21. It is also agreed by and between the parties that the Stamp Duty and the registration charges in respect of the present agreement shall be borne and paid by the Vendor for and on behalf of the Purchaser. The Vendor shall cooperate or do all such acts deeds and things which are necessary for the execution and registration of this Agreement for Sale desired by the Purchaser. Each party shall bear and pay the professional costs of their respective Advocates, Real Estate Consultants and/or Solicitors in respect of this transaction. The Vendor shall obtain NOC from the Promoters as per General Format and as per requirement by the Bank/Financial Institution for Mortgage NOC.
22. It is hereby agreed by and between the parties of this Agreement that the contribution towards the transfer charges of the society shall be borne by the Vendor and the Purchaser in equal proportion, i.e., 50% each. The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for recovery of the amounts due under this Agreement and related costs and a right for damages.
23. The present Agreement for Sale shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1963 and the rules made there under/the Maharashtra Co-operative Societies Act, 1960 and Rules made there under.

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

SCHEDULE ABOVE REFERRED TO PROPERTY

All that piece and parcel of land admeasuring 710 sq. mtrs. carpet are in all those pieces or parcel of land or ground with the building Wits-End" (wing A) standing thereon, situate, lying and being 70-D Hill Road, Bandra (West), Mumbai 400050, bearing C.T.S. Nos. 4/69, 70 totally admeasuring 1670.60 sq. mtrs. of City Suras Bandre Talen Andheri, Registration District Mumbai Suburban and bounded follows:

On or towards the North by: property bearing C.T.S. 'No.C/72 & 73.

On or towards the South by: property bearing C.T.S. No.C/60 (part).

On or towards the East by: passage leading from Hill Road.

On or towards the West by: property bearing C.T.S. No.C/12 B.

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 within named Vendor)
Mr. Daniel D'Souza
PAN:
in the presence of:)

SIGNED AND DELIVERED)
By the within named
Minguel Anthony Fernandes Purchaser 1)
PAN:
in the presence of:)

SIGNED AND DELIVERED)
By the within named
Ritu Minguel Fernandes Purchaser 2)
PAN:
in the presence of:)