

AGREEMENT FOR SALE

This Agreement For Sale is made at Mumbai on this day of October, 2023;

BETWEEN

Mr. ABDUL RUB SHAIKH, age: 73 years, (PAN Card No. BJIPS4972D) Indian Inhabitant, residing at 1/101, NOOR-E-JAHAN, APARTMENT, PIPE ROAD, KURLA WEST, MUMBAI-400070, hereinafter called and referred to as “The VENDOR/ (TRANSFEROR)”, (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors and administrators and assigns) of the **ONE PART**;

AND

MR. SARFRAJ ALAM KHAN, age: 44 years, (PAN Card No. BKMPK6211Q), Indian Inhabitant of Mumbai residing at PLOT NO.43/M/24, ROAD NO 5, SHIVAJI NAGAR NEAR VIKAS SCHOO, GOVANDI, MUMBAI-400088, hereinafter called and referred to as “THE PURCHASER / (TRANSFEEE)” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS, the Vendor is seized, possessed of or otherwise well and sufficiently entitled to the Commercial Premises being **SHOP No. 10, on GROUND FLOOR, WHITE HOUSE CO-OPERATIVE HOUSING SOCIETY LTD., Building No.1, S.G. BARVE MARG KURLA WEST, MUMBAI – 400070** (hereinafter referred to as “the said Society”) admeasuring **225 Sq. Feet Carpet area**,

equivalent to 25.09 Sq. Mtrs. Built-Up area, lying and being situated on Land bearing **Survey No.137 Part,131 Part, C.T.S. No.617,617/1 and 2 of Village: Kurla-1, Taluka : Kurla**, in the Registration District and Sub-District of Mumbai Suburban; hereinafter for the sake of brevity referred to as **“the said Flat”** (more particularly described in the schedule written hereunder).

AND WHEREAS, the Vendor herein had purchased the said Shop from **MRS. SAIRA BEGUM ABDUL RASHID SHAIKH**, therein referred to as **“the Vendor”** of One Part, vide **Agreement dated 08th day of August, 2007**, duly Registered in the Office of the concerned Joint Sub-Registrar of Assurances, under **Document Registration No. BDR-3 / 05824 / 2007, dated 08th day of August, 2007**.

AND WHEREAS, **MRS. SAIRA BEGUM ABDUL RASHID SHAIKH** herein had purchased the said Shop from **M/S REGAL BUILDERS & DEVELOPERS**, therein referred to as **“the Developers”** of One Part vide **Agreement for Sale, dated 26th day of June, 2003**, duly Registered by in the Office of the concerned Joint Sub-Registrar of Assurances, under **Document Registration No. BDR-3 / 4835 / 2003, dated 26th day of June, 2003**.

AND WHEREAS, the Vendor has paid full cost price of the above said Shop and thereby acquired its full and absolute ownership rights.

AND WHEREAS, the Vendor is the bonafide Member of **WHITE HOUSE CO-OPERATIVE HOUSING SOCIETY LTD. (Regd. No. MUM-2/W-L/HSG/(T.C.)9852/2008-09/2009)** having its office at **S.G.**

BARVE MARG, OPP. L WARD OFFICE, KURLA WEST, MUMBAI – 400070, (hereinafter referred to as “**the said Society**”) and as Member and as the owner of the said Shop in the said Society holding **(05) Five fully paid-up** shares of the said Society of the face value of **Rs.50/- (Rupees Fifty only)** each bearing Distinctive Nos. **016 to 020** (both inclusive) under **Share Certificate No. 004, Members Register No. 04, dated 14/07/2012** (hereinafter called and referred to as “**the said Shares**”);

AND WHEREAS, by virtue of the said Agreements, Deeds, the Vendor is in exclusive use, occupation and possession of and is otherwise well and sufficiently entitled to the said Shop, the said Shares and the Membership rights of the said Society in the said Building of and has also paid and cleared all the Dues, Taxes, Outgoings, Electricity charges, Society Charges etc. in respect of the above said Shop to the concerned authorities up to date.

AND WHEREAS, now due to personal reason, the Vendor herein is unable to occupy the above said Shop and therefore has agreed to sell and/or transfer and assign all the rights, title and interest in the above said Shop and the said shares of the Society in favor of the Purchaser for a total cost price/consideration amount of **Rs.37,50,000/- (Rupees Thirty Seven Lakhs Fifty Thousand Only)**.

- a) **Rs.9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only)** the Purchaser has paid to the Vendor on or before the execution hereof towards the part-payment-cum-earnest money in respect of the said Shop and the Vendor both hereby admits and acknowledge the

receipt of the said sum of **Rs.9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only)**

b) **Rs.28,00,000/- (Rupees Twenty Eight Lakhs only)** the balance consideration shall be paid by the Purchaser to the Vendor by availing Loan from Cosmos Co-Operative Bank within **45 days** from the date of execution of this Agreement.

AND WHEREAS, the parties hereto have agreed to reduce into writing the Terms and Conditions on which the Vendor has agreed to sale and transfer and the Purchaser has agreed to purchase and acquire the right, title and interest of the Vendor in the said Shop including the entire interest of the Vendor in the said Society;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) The Vendor doth hereby agrees to sell and transfer unto the Purchaser and the Purchaser doth hereby agrees to purchase and acquire all the right, title and interest of the Vendor in the said Society including the said Shop which is more particularly described in the Schedule to this Agreement, all the right of the Vendor to the use, occupation, enjoyment and ownership of the said Shop together with all rights, title and interest of the Vendor in the said building of the said Society for a total consideration of **Rs.37,50,000/- (Rupees Thirty Seven Lakhs Fifty Thousand Only)** and the Purchaser has paid to the Vendor part-payment of **Rs.9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only)** in the

manner hereinafter mentioned and the receipt whereof the Vendor hereby admits and acknowledges at the foot hereof.

- 2) That after receiving the total agreed consideration amount, the Vendor shall assign and transfer all the rights, title and interest in the above said Shop including its tenancy, occupancy, possessory and ownership rights together with the Membership/Shares of the Society unto and in favour of the Purchaser herein forever and absolutely and shall also put the Purchaser in exclusive use, occupation and possession of the above said Shop.
- 3) That the Vendor hereby undertakes to co-operate with the Purchaser for the transfer / regularization of the above said Shop and its cost price/deposit etc. to the name of the Purchaser.
- 4) That the Vendor hereby further undertakes to co-operate with the Purchaser for the transfer of the Membership/Shares of the SAID Society, to the name of the Purchaser.
- 5) That the Vendor hereby agrees to execute all the deeds, documents, papers and writings, N.O.C., Letters and other documents for the effectual transfer of the above said Shop, Electricity Meter, and any relevant documents to the name of the Purchaser as and when required by the S.R.A/MMRDA. Board/Society or by the Purchaser.
- 6) That the Vendor hereby declares that from the date of execution hereof, the Vendor, his family members, nominees, etc., shall not

claim any rights, title and interest in the above said Shop and that they have no objection for the transfer/ regularization of the above said Shop to the name of the Purchaser.

- 7) The Vendor hereby declares, assures and confirms that he has not on or before the date of this Agreement, mortgaged, transferred, assigned or alienated, encumbered her interest in the capital of the said Shop i.e. the interest in the property of the said Building and in the Shop hereinabove mentioned.
- 8) The Vendor shall keep indemnified the Purchaser and his assigns or successors from or against all actions, suits and proceedings and all claims, demands, fines, penalties, charges, expenses or other liabilities of whatsoever nature made against or suffered by or brought against the Vendor or his successors by reason of virtue of any act, deed, omission or non-observance by the Vendor of any of the terms, conditions, agreements, covenants and provisions on which he hold and may hold such incidental thereto the said Shop, in force up to the period of the transfer of the said Shop in the name of the Purchaser.
- 9) That the Vendor hereby declares that he has paid and cleared all the dues, taxes, outgoings, electricity charges, Society charges etc. in respect of the above said Shop to the Board/Society and other authorities concerned up to date of possession.
- 10) That the Purchaser shall be responsible for the payments of all the dues, taxes, outgoings, electricity charges, Society charges etc. in respect of the above said Shop to the Board/Society and

other authorities concerned directly from the date of possession for which the Vendor shall not be held responsible.

- 11) The Purchaser shall pay the Board's transfer/regularization charges, and stamp duty /registration charges directly. That the Society's transfer charges shall also be paid by the Purchaser directly.
- 12) That the Purchaser hereby undertakes to use and occupy the said Shop and enjoy the benefits of the above said Shop peacefully and quietly and shall abide by the terms and conditions of the S.R.A/MMRDA Board/Society and all other authorities concerned and shall also discharge all the liabilities of the said Shop from time to time.
- 13) That the Vendor hereby declares that from the date of execution hereof and on receipt of the agreed full and final cost price/consideration amount of the above said Shop, the Vendor shall have no more claim, right, title and interest in the above said Shop and the Purchaser shall be entitled to hold, occupy, use and enjoy the said Shop as and how he likes, without any interruption from the Vendor or any other person/s claiming through or under him.
- 14) That the Vendor hereby declares that he has no objection for the transfer/regularization of the above said Shop and its tenancy deposit/cost price and relevant documents and records to the name of the Purchaser in accordance with the provisions of Regulation 25, of the Maharashtra Housing and Area

Development (Estate Management, Sale, Transfer and Exchange of Flats) Regulation 1981.

- 15) That the Vendor hereby declares that he has no objection for the transfer of the membership/shares of the said Society to the name of the Purchaser and also the said Society admitting the Purchaser as a Member thereof and mutating his name on the Share Certificate.
- 16) That the Vendor hereby puts the Purchaser in exclusive use, occupation and possession of the above said Shop on the date of execution hereof along with all its relevant documents.
- 17) That the parties hereby agree to sign further agreements, writings, deeds etc. as well as to do the acts, as may be required under the law for the purpose of effectively and perfectly completing the title of the said Shop.
- 18) The Vendor shall keep indemnified the Purchaser and his assigns or successors from or against all actions, suits and proceedings and all claims, demands, fines, penalties, charges, expenses or other liabilities of whatsoever nature made against or suffered by or brought against the Vendor or his successors by reason of virtue of any act, deed, omission or non-observance by the Vendor of any of the terms, conditions, agreements, covenants and provisions on which he hold and may hold such incidental thereto the said Shop and of any rules and regulations of the said Society in force up to the period of the transfer of the said Shop in the name of the Purchaser.

- 19) Both the Vendor and the Purchaser hereby agree after completion of this deal, an application for the transfer of the said Shop and interest thereof in favour of the Purchaser shall be made to the said Society for transfer of right, title and interest in the said Shop in favour of the Purchaser.

SCHEDULE OF THE PROPERTY

SHOP NO.10, GROUND FLOOR, BLDG NO.1, WHITE HOUSE CO-OPERATIVE HOUSING SOCIETY LTD., S.G. BARVE MARG KURLA WEST MUMBAI – 400070, admeasuring 225 sq. ft. carpet area, equivalent to 25.09 sq. mtr. Built up lying and situated on Plot of land bearing Survey No.137 Part,131 Part, C.T.S. No.617,617/1 and 2 of Village: Kurla-1, Taluka: Kurla, in the Registration District and Sub District of Mumbai Suburban.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this writing on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED)

by the within named '**VENDOR**')

Mr. ABDUL RUB SHAIKH) _____

In the presence of..... **(VENDOR /TRANSFEROR)**

1.

2.

SIGNED, SEALED AND DELIVERED)

by the within named '**PURCHASER**')

MR. SARFRAJ ALAM KHAN)

)

in the presence of..... **(PURCHASERS/ TRANSFEREES)**

Witnesses

1.

2.

RECEIPT

RECEIVED with thanks from the within named PURCHASER/TRANSFEEE, **MR. SARFRAJ ALAM KHAN** a sum of **Rs.9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only)** as and by way of Part payment in respect of **SHOP NO.10, GROUND FLOOR, BLDG NO.1, WHITE HOUSE CO-OPERATIVE HOUSING SOCIETY LTD., S.G. BARVE MARG KURLA WEST MUMBAI – 400070.** out of the total consideration amount.

Sr. No.	Date	Cheque No.	Bank Name & Branch	Amount
1)				
			Total Amount	Rs.9,50,000/-

I SAY RECEIVED

Rs.9,50,000/-

(Rupees Nine Lakhs Fifty Thousand Only)

Mr. ABDUL RUB SHAIKH

(VENDOR /TRANSFEROR)

WITNESSES:

1.

2.