

## **AGREEMENT FOR SALE OF FLAT**

**THIS AGREEMENT FOR SALE AND TRANSFER** is made and entered into at Mumbai on this \_\_\_ day of January 2024 **BETWEEN MR. MILAN KUMAR JAISUKHLAL JASANI, (PAN No.\_\_\_\_\_)**, Aged about \_\_\_ years & **MR. AMIT KUMAR JAISUKHLAL JASANI, (PAN NO.\_\_\_\_\_)** Aged about \_\_\_ years Both Adults, Indian Inhabitants of Mumbai residing at Flat No.203, 2nd floor, Bldg. No.6, D-Wing, Maitri Co.op.Hsg. Society Ltd., Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086, hereinafter referred to as "**THE TRANSFERORS**" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their legal heirs, executors, administrators and permitted assigns) of the **ONE PART; AND MISS. SHABNOORBANO SIDDIQI (PAN No. FWBPS3636E)** Aged about 28 years, Muslim, Adult, Indian Inhabitant of Mumbai residing at Flat No.1011, Bldg. No.2-B, Pankesha Baba SRA CHS Ltd., L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086, hereinafter referred to as the '**TRANSFeree**' (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include her legal heirs, executors, administrators and permitted assigns) of the **SECOND PART;**

AND WHEREAS the TRANSFERORS is the absolute owner of the ownership and with exclusive possession and otherwise well and sufficiently entitled Flat premises bearing **Flat No.203, 2nd floor, Bldg. No.6, D-Wing, Maitri Co.op.Hsg. Society Ltd., Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086**, the property belonging to **Maitri Co. op. Housing Society Ltd.** a registered society bearing **Registration No. BOM/WN/HSG/(TC)/994/88-89/88** is a duly Registered Society having its registered office at **Maitri Co.op. Hsg. Society Ltd., Damodar Park, Ghatkopar (W), Mumbai - 400 086**, (more particularly described in the Schedule hereunder written) hereinafter referred to as the "**THE SAID SOCIETY**").

AND WHEREAS the TRANSFERORS is a bonafide member and share holder bearing **Share Certificate No.071, Dist. Nos. 351 to 355** (both inclusive) aggregate value of **Rs.50/- each** of **Maitri Co.op. Hsg. Society Ltd.**, a registered Society formed under the Maharashtra Co-operative Societies Act,1960 hereinafter referred to as the "**said Shares**".

AND WHEREAS by an Agreement dated the **28.11.1986** entered into Between **MRS. ZAHIDA BEGUM ZAHIR KHAN** of Mumbai, therein called 'THE TRANSFEROR' of the FIRST PART AND **MR. MILAN KUMAR JAISUKHLAL JASANI & MR. AMIT KUMAR JAISUKHLAL JASANI** of Mumbai therein called 'THE TRANSFEREE' of the SECOND PART;

AND WHEREAS by an Agreement dated the **19.9.1980** entered into Between **M/s. Parul Enterprise** of Mumbai, therein called 'THE DEVELOPERS' (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their successors and permitted assigns) of the FIRST PART AND **MRS. ZAHIDA BEGUM ZAHIR KHAN** of Mumbai (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their legal heirs, executors, administrators and permitted assigns) therein called 'THE TRANSFEREES' of the SECOND PART;

AND WHEREAS by an Agreement dated **21.1.1981** between **M/s. Parul Enterprises** therein as Developers of the First Part / Vendor and Vendors therein as the said the Purchasers of the Second Part;

AND WHEREAS the Transferors have agreed to sale the Transferee's favour and THE TRANSFEREE have agreed to purchase the **Flat No.203, 2nd floor, Bldg. No.6, D-Wing, Maitri Co.op.Hsg. Society Ltd., Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086**, together with all rights, title, interest and on the terms and conditions and the consideration amount mentioned therein.

AND WHEREAS THE TRANSFERORS declares that the membership in the SAID SOCIETY is valid and subsisting and not terminated by THE SAID SOCIETY and they have not received any notice of expulsion from the membership of THE SAID SOCIETY or any other notice restraining them from transferring the said flat.

AND WHEREAS the TRANSFERORS further declares that they are in rightful power and absolute authority to deal with all disputes of the said flat free from all encumbrances and charges AND WHEREAS the TRANSFERORS have agreed to sell, transfer and assigns all his rights, title, interest to THE TRANSFEREE of the **Flat No.203, 2nd floor, Bldg. No.6-D, Bldg. known as Maitri Co.op. Hsg. Society Ltd., Damodar Park, situated at L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086**, herein for the total lumpsum consideration amount of **Rs.88,00,000/- (Rupees Eighty Eight Lakhs only)** admeasuring the area of **750 Sq.ft. Built up area** free from all encumbrances and charges together with rights, title, interest and benefits and THE TRANSFEREE has agreed to purchase the said ownership flat premises from THE TRANSFERORS as above.

AND WHEREAS the following terms and conditions are hereby agreed upon by and between the parties hereto.

**NOW THESE PRESENTS WITNESSETH AS FOLLOWS :**

- 1] The TRANSFERORS are the sole and exclusive owner of the ownership Flat premises the **Flat No.203, 2nd floor, Building No.6-D, Bldg. known as Maitri Co.op.Hsg.Soc. Ltd., Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086, the property belonging to Maitri Co.op. Hsg. Soc. Ltd.** a registered society bearing **Reg. No. BOM/WN/HSG/(TC)/994/88-89/88.**

- 2] The TRANSFERORS have agreed to sell, transfer and assigns to "the TRANSFEREE' and the 'TRANSFEREE' has agreed to purchase and acquire the said the **Flat No.203, 2nd floor, Bldg. No.6-D, Bldg. known as Maitri Co.operative Housing Society Ltd., Damodar Park, L.B.S. Marg, Ghatkopar (W), Mumbai 400 086**. Together with all their rights, benefits, titles, interest etc. at the rate and lumpsum price consideration amount of **Rs.88,00,000/- (Rupees Eighty Eight Lakhs only)**.
- 3] The TRASNFEREE has agreed to pay to the TRANSFERORS the sum of **Rs.88,00,000/- (Rupees Eighty Eight Lakhs only)** in the following manner :-
- 3.a] **Rs.9,00,000/- (Rupees Nine Lakhs only) by way of** has been paid by **Cheque / RTGS / NEFT / PayOrder** and the TRANSFERORS hereby acknowledge the receipt of the said payments herein under.
- b] **Rs.79,00,000/- (Rupees Seventy Nine Lakhs only)** will be paid by the Transferee to the Transferor by Cheques/ RTGS/ NEFT / Pay Order on or before **45 days** through any Bank by way of Bank Loan or financial institutions from the date of Registration of Agreement for Sale.
- 4] The TRANSFERORS hereby declare that they have not created any charge claim or lien on the said flat and that the said flat hereby agreed to be sold, is free from all encumbrances, should there be any claim of any person against the said flat THE

TRANSFERORS doth hereby agrees and undertakes to indemnify the TRANSFEREE against such claims.

- 5] The TRANSFEREE is entitled to become the member of the said society and also agreed to abide by the rules, regulations and bye-laws of the said society.
- 6] The TRANSFERORS agree and undertake to get the said flat transferred in the name of the TRANSFEREE in as it is condition.
- 7] The TRANSFERORS and the TRANSFEREE both agreed that the transfer charges or donation payable to the society will be borne by both the parties as equally.
- 8] The TRANSFERORS agreed to pay the society's dues, arrears and outgoings like maintenance, telephone bills, Electricity bills etc. pertaining to the said flat upto the date of execution of the agreement and thereafter such charges will be paid and borne by the TRANSFEREE only and both the parties keep indemnified each other in that respect.
- 9] The TRANSFERORS have agreed to hand over to the TRANSFEREE the original papers and the original documents pertaining to the said flat against full and final payments received as agreed mentioned above.
- 10] The TRANSFERORS hereby declared that there are no prohibitory orders by any government and/or local authority or injunctions by any court restraining them from handing over and/or transferring the said flat, the TRANSFERORS further declare that no attachment

have been levied on the said flat.

11]The TRANSFERORS agreed to and undertake to sign and execute all the papers and deeds, including the Agreement for Sale, Declarations, Undertakings etc. in favour of the TRANSFEREE and/or in favour of the society and/or in favour of other government / semi government authorities for completion of the sale transaction, and for the effective transfer of the said flat and all incidentals thereof in the name of the TRANSFEREE.

12]The TRANSFEREE shall pay the necessary stamp duty, registration fees and other necessary charges as is levied by the concerned government authority on this agreement.

#### **THE SCHEDULE ABOVE REFERRED TO**

**A Flat No.203, 2nd floor, on the 7th floor, Bldg. No.6-D Building known as Maitri Co.op. Hsg. Soc. Ltd., Damodar Park, situated at pieces or parcels of land in L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086, admeasuring the area of 750 Sq.ft. (Built up area) in the Building known as Maitri Co.op. Hsg.Soc.Ltd., Damodar Park, situated at pieces or parcels of land in Ghatkopar (W), Mumbai - 400 086 situated at pieces or parcels of land situated at the land constructed in the year 1982 and bearing C.T.S. No. 150 (part), 151 (part), 155(part) in Village Ghatkopar, Taluka Kurla, Municipal limit of "N" Ward, in the Registration Sub-District of Mumbai Suburban District, Mumbai. The building consisting of Stilt + 13 floors, with 2 Lifts facility.**

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

SIGNED, SEALED & DELIVERED By )  
the withinnamed the **TRANSFERORS** )  
**MR. MILAN KUMAR JAISUKHLAL JASANI**)

**MR. AMIT KUMAR JAISUKHLAL JASANI**)

in the presence of..... )

1.

2.

SIGNED, SEALED & DELIVERED By )  
the withinnamed the **TRANSFEEE** )  
**MISS. SHABNOORBANO SIDDIQI** )

in the presence of..... )

1.

2.



**RECEIPT**

RECEIVED of and from the withinnamed the **TRANSFEEE MISS. SHABNOORBANO SIDDIQI**, the sum of **Rs.9,00,000/-**(Rupees **Nine Lakhs only**) as **PART Payment** of the agreed consideration in respect of the flat premises **Flat No. 701, 7th floor, Bldg. No.6-D, Building known as Maitri Co.op.Hsg.Soc.Ltd., Damodar Park,L.B.S. Marg, Ghatkopar (W), Mumbai - 400 086, admeasuring an area of 750 Sq.ft. (Built up area).**

Payments details are given below :

Cheque / P.O./RTGS/ NEFT No.	Date	Drawn on Bank	Amount Rs.
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**TOTAL 9,00,000.00**

\*subject to realisation of cheque/s.

**WE SAY RECEIVED Rs.9,00,000/-**

**(MR. MILAN KUMAR JAISUKHLAL JASANI)**

**(MR. AMIT KUMAR JAISUKHLAL JASANI)**

**TRANSFERORS**

**Witnesses :-**

1.

2.