

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at Mumbai this
..... day of AUGUST 2024,

BETWEEN

MR. HAIDAR ALI NIBAR ANSARI, Aged 46 years [PAN NO BHAPA7235B,] & [AADHAR No- 5095 0970 7967) an adult Indian Inhabitant presently residing at Flat No.207, 2nd Floor, Building No.4, Ekta Vikas Co-op. Hsg. Society Ltd., Tungwa Village, Jogeshwri Vikroli Link Powai, Mumbai – 400072, hereinafter referred to as "THE VENDOR expression shall unless it be repugnant to the context or means euro to mean and deemed to include his heirs, executors hisators and adm assigns) of the First Part.

And

Mr. MOHAMMAD ZAHID MD. NASIBUL HAQUE, Aged 34 years PAN No. AAZPZ3926H] & [AADHAR No –780034666082) an adult Indian inhabitants presently residing at Sarai Dhanesh post- sahdei, Buzurg, Dist-vaishali, state-Bihar-844509,hereinafter referred to as

"THE PURCHASERS/TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include their heirs, executors administrators and assigns) of the Second Part.

WHEREAS by the allotment letter dated -23/04/2006 to the said MR. HAIDAR ALI NIBAR ANSARI, ... the allotment of tenement in the permanent rehabilitation building is subject to above and SRA Rules and State Govt. MUTP R & R Policy. Allotted Flat No.307 on 3rd Floor in the Building No.4 known as "Ekta Vikas Co-op. Hsg. Society Ltd., M.M.R.D.A.

Colony, Tungwa Village, Jogeshwri Vikroli Link Road, Powai, Mumbai-400072.

AND

WHEREAS the Vendor MR. HAIDAR ALI NIBAR ANSARI, is the absolute, legal owner and entitled to a Residential Flat No. 207 on2nd Floor in the Building No.4 known as "Ekta Vikas Co-op. Hag. Society Ltd., M.M.R.D.A. Colony, Tungwa Village, Jogeshwri Vikroli Link Road, Powai, Mumbai 400072 , admeasuring 225 Sq. Ft. Carpet area hereinafter referred to as "the said Flat Premises".

AND WHEREAS Ekta Vikas Co-operative Housing Society Ltd. A Registered Co-operative Housing Society, registered under Registration No. M.U.M./M.M.R.D.A./H.S.G.(T-C)/05/2007-08, having its office at Building No. 4, "Ekta Vikas Co-op. Hag. Society Ltd., M.M.R.D.A. Colony, Tungwa Village, Jogeshwri Vikroli Link Road, Powai, Mumbai 400072 , to as "The said Society" for the brevity's sake.

AND WHEREAS the Vendor is the member of Ekta Vikas Co-operative Housing Society Ltd., situated at M.M.R.D.A. Colony, Jogeshwri Vikroli Link Road, Powai, Mumbai 400072 and is holding Five shares of Rs.50/- each of the said society in his own name, bearing Nos. to..... (both inclusive vine Share Certificate No..... issued on 10/06/2007 (for brevity's sake hereinafter referred to as "The Said Shares") more particularly described in the Schedule herein under written.

AND WHEREAS the Vendor/Transferor has agreed to sell, transfer and purchaser/Transferee and the Purchaser/Transferee has agreed and acquire all the right, title, interest of the Vendor/Transferor in the said Flat together with the right of ownership and of use and occupation of the said Flat and all title, interest in the Vendor/Transferor in the said Building, on

the terms and conditions herein contained and at or for the lump sum price of **Rs. 29,00,000/-(Rupees Twenty nine Lakhs Only)**.

AND WHEREAS at the instance of the Vendor/Transferor and with a view to confirm the said transaction, to these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

- 1) The Vendor/Transferor hereby agreed to sell and the Purchaser/Transferee hereby agrees to purchase and acquire the said Flat and said shares of the society with the right of ownership and of use and occupation of the said Flat and all the right, title, interest of the Vendor/Transferor in the said Society and at or for the lump sum price of **Rs. 29,00,000/-(Rupees Twenty nine Lakhs Only)**.
- 2) The Purchaser/Transferee has paid to the Vendor a sum of Rs.2,90,000/- (Rupees Two Lakhs Ninety thousand Only) as and by way of part payment and transfer of the said Room premises, the receipt of which the Vendor/Transferor both hereby admits and acknowledges.
- 3) It is agreed by and between the parties that the Purchaser/Transferee shall pay balance amount of Rs.26,10,000/- (Rupees Twenty Six Lakhs ten thousand Only) to the Vendor/Transferor by obtaining loan within 45..... days from the date of execution of this Agreement.
- 4) The Vendor/Transferor doth hereby covenant with the Purchaser/Transferee that the Purchaser/Transferee the paid consideration for the acquisition of the said Flat and pay all outgoing in respect thereof at the time of given possession of the said Flat and that if any such amount or any part thereof is found

lawfully due and/or is in fact recovered from the purchaser than the same shall be reimbursed by the Vendor/Transferor to the Purchaser/Transferee and the Vendor/Transferor doth hereby agree and undertake to indemnify and keep the Transferee indemnified for the amount so paid and all the expenses lawfully incurred by the Transferee in respect thereof.

- 5) The Vendor/Transferor doth hereby further Purchaser/Transferee that on being put in possession of the said Flat, the Purchaser/Transferee shall quietly and peacefully enjoy the said Flat without any let hindrance denial or eviction from the Transferor or from any other person equitably claiming through under or in trust for the Vendor/Transferor.
- 6) The Vendor has agreed that he shall have no any objection if Mumbai Municipal Corporation / Collector Tahasildar (Ench.) / BSD / B.H. & A. D. Board (MHADA/MMRDA), M.S.E.D.C.L. And Ration Card authorities concerned or any person or persons or any other concerned officer authorized transferee of the said Flat premises in the name of the Purchaser in his respective records and accepts the Purchaser as the owner and occupier etc. of the Flat or occupier and/or give an alternate accommodation or premises in case of acquiring the said Flat for public purpose etc.
- 7) The Transferee doth hereby covenant with the Vendor/Transferor that the Purchaser/Transferee shall pay all the outgoing taxes and maintenance charges in respect of the said Flat from taking possession of the said Flat on wards and shall become a member

- of the said Society and shall abide by the bye-laws rules and regulations of the said Society.
- 8) The Transferee agreed to observe and perform all and every terms and conditions and the stipulations of the said Ekta Vikas Co-op. Hsg. Society Ltd. and regularly pay the dues payable to the said Society, including the periodical ground rent, Municipal Taxes, water charges and any other outgoings, including dues to MHADA/MMRDA/MUTP/MCGM In respect of the said Flat and shall not withhold the same for any reason Whatsoever.
 - 9) The Transferor doth hereby further covenant with the Purchaser/Transferee that the Vendor/Transferor shall, from time to time and at all times hereafter, whenever called upon by the Transferee their Advocate or Attorney, do and execute or cause to be done and executed all acts, deeds and things whatsoever for more perfectly securing the interest of the Purchaser/Transferee in the said Flat that may be reasonably required but at the cost of the Purchaser/Transferee.
 - 10) The Vendor/Transferor doth hereby declare that the Transferor has not on or before the date of this Agreement, mortgaged transferred assigned leased or in any other manner whatsoever encumbered or alienated the Transferor rights, title, interest in or possession of the said Flat, and that the Transferor shall not do so at any time in future.
 - 11) The Vendor/Transferor doth hereby further declare that the Vendor/Transferor has full right and absolute authority to enter into this Agreement and that the Vendor/Transferor is the sole and absolute owner of the said Flat and of the said shares and that the Vendor/Transferor has not done or performed any act deed

matter or thing whatsoever whereby the Vendor/Transferor may be prevented from entering into this Agreement and/or transferring the said Flat as purported to be done hereby or whereby the Purchaser/Transferee hereof may be obstructed or hindered in enjoying the rights conferred or transferred hereby in the Purchaser's/Transferee's favour, or whereby the quiet and peaceful possession. or enjoyment of the Purchaser/Transferee in respect of the said Flat may be disturbed.

- 12) The Vendor/Transferor doth hereby declare that the said Flat are not the subject matter of any pending litigation nor of any attachment, either before or after judgment, and that there are no taxation of income or wealth which prohibit or prevent the Vendor/Transferor from dealing with or disposing of the said Flat as is herein contemplated.
- 13) The Vendor/Transferor shall forthwith apply to the said Society for its sanction for the transfer of the said Flat and the said shares to the name of the Transferee and for the Purchaser/Transferee being admitted as a member of the said Society.
- 14) The said agreement subject to the Section 8 of the Maharashtra Ownership Act 1963 and provisions made in the said law.
- 15) All out of pocket expenses of and incidental to this Agreement including the stamp duty and registration charges, will be borne by the Purchaser/Transferee alone and also the donation / transfer borne and paid by the Transferee alone.

SCHEDULE ABOVE REFERRED TO

Flat No. 207... on2nd Floor, admeasuring area about 225 sq. ft. Building No.4 known as "Ekta Vikas Co-operative Housing situated at Tungwa Village, M.M.R.D.A. Colony, Jogeshwri Vikroli Link Road, Powai, Mumbai 400072. The building standing on the land bearing C.T.S. NO. 90 (Part) of Village Tungwa, Taluka Kurla, in Greater Mumbai bearing Municipal SAC No.LX1010361100000 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 the day and year first herein above written.

SIGNED SEALED AND DELIVERED)

by the within named "Vendor/Transferor")

MR. HAIDAR ALI NIBAR ANSARI,)

in presence of)

1.

2.

SIGNED SEALED AND DELIVERED)

by the within named "Purchaser/Transferee)

Mr. MOHAMMAD ZAHID MD. NASIBUL HAQUE,))

in presence of

1.

2.

:: RECEIPT::

RECEIVED from Mr. MOHAMMAD ZAHID MD. NASIBUL HAQUE , (the Purchaser) a sum of **Rs. 29,00,000/-(Rupees Twenty nine Lakhs Only)**. being the part consideration of this Agreement for Sale paid as under:

Sr. No	Date	Bank Name	Che/Ref No	Amount
1	13/08/2024	State bank of india	G pay	Rs.30,000/-
2	13/08/2024	Kotak Mahindra Bank	UtR /transfer	Rs. 70,000/-
3	12/08/2024	State bank of india	G pay	Rs.65000/-
4	12/08/2024	Kotak Mahindra Bank	Transfer [UTR/PRN]	RS.1,00,000/-
5	05/08/2024	Kotak Mahindra bank	Transfer [UTR/PRN]	RS.25,000/-
			Total	Rs.2,90,000/-

Is against the flat No. 207 on 2nd Floor, admeasuring area about 225 sq. ft. Carpet the Building No.4 known as "Ekta Vikas Co-operative Housing Society Ltd, situated at Tungwa Village, MMRDA Colony, Jogeshwri Vikroli Link Road, Powai, Mumbai- 400072 paid by the Purchaser to me.

I say Received Rs. 2,90,000/-

(MR. HAIDAR ALI NIBAR ANSARI,)

WITNESSES:

1.

2.