

Agreement for Sale

This **Agreement for Sale** is made and entered into at _____, this ____ day of _____ 2024, **B E T W E E N Mohd Amir s/o. Mohd. Nasir Alias Mohammad Amir Nasir Shah** Adult, Indian Inhabitant, having address at Flat No. 002, Kausar, society known as Kausar Tasneem Firdous C.H.S. Ltd., Ganga Complex, Naya Nagar, Mira Road (E), Dist: Thane, hereinafter called the “**V e n d o r / T r a n s f e r o r / s**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/hers/theirs, heirs executors, administrators and assigns) of the ONE PART AND **Mr. Mohaiuddin Ansari** Adult/s Indian inhabitant/s presently residing at A 1, 58, 11, Sector 21, Navi Mumbai, Turbhe, Thane-400703, hereinafter called the “**P u r c h a s e r / T r a n s f e r e e / s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/theirs, heirs, executors, administrators and assigns) of the OTHER PART.

Whereas by an Agreement dtd. 08/02/2002 entered between M/s. Star Builders & Developers having office at Shop No. 1, Milap Apt., Naya Nagar, Mira Road East, Thane-401107, referred as the **“Builders/Promoters”** therein and the Vendor/Transferor/s herein referred as the “Purchaser/ Transferee/s” therein and said M/s. Star Builders & Developers agreed to sell to the Vendor/Transferor/s and the Vendor/ Transferor/s agreed to purchase from them a flat being **Flat No. 002, on the Ground floor, in the building known as Kausar, society known as Kausar Tasneem Firdous C.H.S. Ltd., situated at Ganga Complex, Naya Nagar, Mira Road (E), Dist : Thane, Admeasuring 425 Sq. Ft. Built-up Area equivalent to 39.49 Sq. Mtrs. Built Up,** at the price and on the terms and conditions mentioned therein on the land more particularly described in the schedule written hereunder:

A N D the said original Agreement for Sale dtd. 08/02/2002 is/was lodged for registration at the office of the Sub-Registrar of Assurance at Mumbai/Thane under Registration No. TNN7/677/2002 on 08/02/2002.

A N D the Vendor/Transferor/s herein has/have paid entire purchase price of the said flat to the said builders as per the agreement recited hereinabove AND the said builders admitted and confirmed that no amount is due & payable by the Vendor/Transferor/s herein in respect of the said flat and the Vendor/Transferor/s herein has/have taken actual possession of the said flat and was/were and till this day is/are in occupation of the said flat.

A N D this agreement shall always be subject to the provision of the Maharashtra Ownership Flat Act, 1963, and the rules made thereunder:

A N D the Vendor/Transferor/s has/have agreed to sell the Purchaser/Transferee/s and the Purchaser/Transferee/s has/have agreed to purchase from the Vendor/Transferor/s the said flat being **Flat No. 002, on the Ground floor in the building known as Kausar, society known as Kausar Tasneem Firdous C.H.S. Ltd., situated at Ganga Complex, Naya Nagar, Mira Road (E), Dist : Thane,** with the fixtures, fittings and amenities provided therein by the builders for the agreed consideration and the parties hereto are desirous of executing this agreement for sale in respect thereof.

The Vendor/Transferor/s is/are legal bonafide member of the Kausar Tasneem Firdous Co-operative Housing Society Ltd., a society of the premises in the building referred to hereinabove and registered under the provision of Maharashtra Co-operative Societies Act, 1960 under No. T.N.A. (TNA) / HSG / TC / 16784 / 2005-06 dated 18/10/2005, with its registered office at the same building and whereas such member is/are registered share holder of five fully paid up shares bearing distinctive nos. from 06 to 10 (both inclusive) & Share Certificate No. 02 for total face value of ` 250/- of the said society standing in his/her/their name/s and whereas such members and share holders the Vendor/ Transferor/s has/have full right, interest and ownership and possession of the said flat in the said society's building situated at Mira Road (E), Dist : Thane.

A N D the Purchaser/Transferee/s is/are desirous of acquiring the said shares and rights of the said flat with all deposits and contributions made by the Vendor/

Transferor/s with various local authorities for the beneficial enjoyment and occupation of the said flat.

A N D the Vendor/Transferor/s has/have agreed to sell assign and transfer to the Purchaser/Transferee/s all the said shares and rights of the said flat and handover vacant & peaceful possession of the said flat to the Purchaser/Transferee/s at and for the total consideration of ` **30,13,000/- (Rupees Thirty Lakhs Thirteen Thousand Only)** together with all deposits and contributions made by the Vendor/ Transferor/s either through the said builders or the said society with various local authorities for the beneficial, enjoyment and occupation of the said flat.

A N D the Purchaser/Transferee/s has/have agreed to purchase the said shares and rights of the said flat with all deposits and contributions and benefits thereof at and for the total consideration as aforesaid and to get the membership and the said shares transferred in his/her/their name with permanent right of use and occupation of the said flat.

: NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Vendor/Transferor/s shall sell, assign, and transfer all his/her/their rights, title and interest in respect of the said flat together with all the said shares and deposits and benefits thereof to the Purchaser/Transferee/s at and for the total consideration of ` **30,13,000/- (Rupees Thirty Lakhs Thirteen Thousand Only)** and the Purchaser/Transferee/s agrees to pay to the Vendor/ Transferor/s on/or before execution hereof entire amount of agreed consideration of

₹30,13,000/- (Rupees Thirty Lakhs Thirteen Thousand Only) in the following manner ;

- a) **₹ 6,13,000/- (Rupees Six Lakhs Thirteen Thousand Only)** the Purchaser/s shall pay to the Vendor/s on/or before the execution of this agreement as and by way of part payment of the agreed consideration.
- b) **₹ 24,00,000/- (Rupees Twenty Four Lakhs Only)** the Purchaser/s shall pay to the Vendor/s on/or before _____ as and by way of Full & Final Payment of the agreed consideration (being the loan amount from the financial institution).

A N D Vendor/Transferor/s doth hereby admit and acknowledge to have received the said sum of **₹6,13,000/- (Rupees Six Lakhs Thirteen Thousand Only)** being Part Payment and the Vendor/Transferor/s hereby acquit, release and discharge every part thereof to the Purchaser/Transferee/s forever only on receipt of the balance amount of the agreed consideration.

2. The Vendor/Transferor/s declare that all amounts pertaining to the said flat and the said shares are fully paid up and no dues of any nature whatsoever in respect thereof are payable to the said builders or the said society and also agree and undertake to pay all dues if any to the said society or any other authorities for the period till possession of the said flat is handover to the Purchaser/ Transferee/s and thereafter he/she/ they will not be liable for the same.

3. The Vendor/Transferor/s declare that he/she has/have obtained necessary permission from the said society as required to transfer all his/her rights, title and interest in r/o the said flat including shares and deposits in favour of the Purchaser/Transferee/s and agree and undertake to co-operate and assist with the Purchaser/s for perfectly and effectively transferring the said flat with all benefits thereof unto the Purchaser/Transferee/s.

4. The Vendor/Transferor/s declare that he/she/they has/have full right and absolute power and authority to sell assign and transfer to the Purchaser/Transferee/s all his/her/their rights, title and interest in respect of the said flat and that no other person or persons has/ have any right, title and interest or claim or demand of any nature whatsoever into over upon the said flat or any part thereof either by way of "*Sale, Exchange, Mortgage, Gift, Trust, Lien Or Tenancy*" or otherwise over the said flat and the said flat is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agree and undertake to indemnify and keep indemnified to the Purchaser/Transferee/s against all such acts, actions, claims demands, proceedings, costs and expenses arising from any third person or persons relating to the said flat.

5. The Vendor/Transferor/s hereby agree and undertake that immediately on full & final payment hereof he/she/they will handover peaceful vacant possession of the said flat to the Purchaser/Transferee/s along with all the relevant documents including bills, receipts, vouchers, correspondence etc. standing in his/her/their name and also agrees to handover the original agreement for sale when received by him/her/them duly registered.

6. The Vendor/Transferor/s declare that on and after full & final payment hereof and/or on given possession of the said flat to the Purchaser/Transferee/s the Purchaser/Transferee/s shall be exclusive owner of the rights, title and interest in r/o the said flat which the Vendor/Transferor/s have in the said flat and then the Purchaser/Transferee/s shall peacefully hold, possess, occupy and enjoy the said flat without any let or hindrance or denial or demand or interruption or eviction or claim by the Vendor/Transferor/s or any other person or persons lawfully or equitably claiming through under or entrust for the Vendor/Transferor/s.

7. The Vendor/Transferor/s hereby agree and undertake to execute all further agreements, conveyance, affidavits, undertakings and forms etc. in favour of the Purchaser/Transferee/s as and when required by the Purchaser/Transferee/s and/or the said society for perfectly and effectively transferring the said flat with all benefits thereof including all amount standing to the credit of the Vendor/Transferor/s in the records of the said society towards deposit loan, stock bonds, sinking fund, dividend etc. unto the purchaser, entirely at the cost of the Purchaser/Transferee/s.

8. This agreement has been concluded between the parties here to on the basis of the representation of the Vendor/Transferor/s that his/her/their agreement with the builders for purchase of the said flat and his/her/their membership with the said society are valid and subsisting and no notice of requisition or acquisition of the flat or termination of membership has/have been received by him/her/them. The Purchaser/Transferee/s declare that he/she/they has/have inspected all documents in r/o the said flat and fully satisfied thereof.

9. All expenses incidental to this agreement including stamp duty, registration charges etc, if any payable on this agreement shall be borne and paid by the Purchaser/Transferee/s only who shall also be liable to pay all outgoing in r/o the said flat as and when due for payment. It is specifically agreed that both the parties shall pay any transfer premium payable to the said society in equal proportion hereto i.e. 50%.

The schedule of the premises referred to above :

Flat No. 002, on the Ground floor, in the building known as Kausar, society known as Kausar Tasneem Firdous C.H.S. Ltd., situated at Ganga Complex, Naya Nagar, Mira Road (E), Dist : Thane, Admeasuring 425 Sq. Ft. Built-up Area equivalent to 39.49 Sq. Mtrs. Built Up, on all that piece or parcel of land or ground lying, being, situate at Village Bhayander, Taluka and Dist : Thane, within the limits of Mira-Bhayander Municipal Corporation and in the Registration Dist and Sub-District of Thane and bearing

Old Survey No. 523 & 525, New Survey No. 61, Hissa No.

1,2,5.

In witness whereof the parties hereto have hereunder to set
and subscribed their respective hands on the day and the
year first hereinabove written:

Signed Sealed & Delivered by the)
withinamed "Vendor/Transferor/s")
Mohd. Amir s/o. Mohd. Nasir) _____

Alias Mohammad Amir Nasir Shah)

in presence of)

Signed Sealed & Delivered by the)
withinamed "Purchaser/Transferee/s")
Mr. Mohaiuddin Ansari) _____

in presence of.....)

: R e c e i p t :

Received on/or before execution hereof of and from
with named "Purchaser/Transferee/s" a sum of `6,13,000/-
(Rupees Six Lakhs Thirteen Thousand only) being
Part Payment of agreed consideration as mentioned
herein and paid to me/us in the following manner:-

` 1,50,000/- in Cheque No. 000001 dated 24/09/2024 drawn
on Kotak Mahindra Bank.

` 4,50,000/- in Cheque No. 000004 dated 24/09/2024 drawn
on Kotak Mahindra Bank.

` 13,000/- in Cash/DD/PO/Cheque No. _____ dated
_____ drawn on _____.

I/We Say Received **Rupees 6,13,000/-**

Mohd. Amir s/o. Mohd. Nasir
Alias Mohammad Amir Nasir Shah
Vendor/Transferor/s.

Witnesses:-

1.....

2.....

: R e c e i p t :

Received on/or before execution hereof of and from
withnamed "Purchaser/Transferee/s" a sum of
`24,00,000/- (Rupees Twenty Four Lakhs only) being
Full & Final Payment of agreed consideration as
mentioned herein and paid to me/us in the following
manner:-

` _____/- in Cash/DD/PO/Cheque No. _____
dated _____ drawn on _____.

` _____/- in Cash/DD/PO/Cheque No. _____
dated _____ drawn on _____.

I/We Say Received **Rupees 24,00,000/-**

Mohd. Amir s/o. Mohd. Nasir
Alias Mohammad Amir Nasir Shah
Vendor/Transferor/s.

Witnesses:-

1.....

2.....

Agreement

for

Sale