

AGREEMENT FOR SALE

Articles of Agreement is made and entered into at Mumbai on this _____ day of November, 2024.

BETWEEN

MR. SUAIB JAMAL AHMED KHAN, aged 48 years, having PAN NO. AMRPK1557B, & AADHAR CARD NO. 5747 5926 0564, an adult, Indian Inhabitant of Mumbai, residing at Flat No. 601, 6th Floor, MAC HOME, Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, hereinafter called and referred to as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, representatives, executors, administrations, and assigns) of the ONE PART ;

AND

(1) MRS. ALIFIYA SAIFY, aged 44 years, PAN NO. CLNPS3164D, & AADHAR CARD NO. 4108 4059 5506, AND
(2) MR. MURTAZA SAIFUDDIN SAIFY, aged 49 years, PAN NO. AZCPS2490P, & AADHAR CARD NO. 9593 5902 1968, both adults, Indians Inhabitant of Mumbai, residing at Room No. 11, 2nd Floor, Namakwala Building, 179-185 a, Bara Imam Road, Near Gol Deval Mandir, Nal Bazaar, Mandvi, Mumbai – 400 003, hereinafter called and referred to as the "PURCHASERSS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators) of the OTHER PART ;

Whereas by and under an AGREEMENT dated. 19th day of June, 2017 entered into between M/S. GRACE ENTERPRISES, a Partnership Firm, having its principal place of business at 20, Shuklaji Steet, Opposite Alishan Hotel, Mumbai – 400 009, referred as "The PROMOTER" therein of the ONE PART and MR. SUAIB JAMAL AHMED KHAN,, the Vendor herein, referred as "The Purchasers/s" therein of the OTHER PART, and duly registered in the Office of Sub-registrar of Assurances Mumbai, under serial no. BBE.5/ 3855 / 2017 On 19/ 06/ 2017, the said Developers therein have sold, assigned and transferred to the Purchaser therein a residential premises bearing Flat No. 601, admeasuring about 390 Sq. Ft. Carpet area, On the 6th Floor, of the building known as "MAC HOME", situated at Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, On the plot bearing C. S. No. 4/643 Part of Mazgaon Division ; at and for a total consideration mentioned therein and upon the terms and conditions recorded in the AGREEMENT dated. 19th day of June, 2017, and on the land more particularly described in the schedule written thereunder, the said Promoter therein have put the Purchasers therein into exclusive possession of the said Flat, on ownership basis.

And Whereas the Vendor / Transferor herein is thus the lawful Owner of a residential premises being Flat No. 601, admeasuring about 390 Sq. Ft. Carpet area, On the 6th Floor, of the building known as "MAC HOME", situated at Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, On the plot bearing C. S. No. 4/643 Part of Mazgaon Division ; and more particularly described in the schedule hereunder written and hereinafter referred to as the said Flat premises and necessary bills, documents, etc., stands in the name of Vendor / Transferor .

And Whereas the Vendor / Transferor, herein is also the legal and bonafied member and registered share-holder of the BISMILALLAH CO-OPERATIVE HOUSING SOCIETY LIMITED, a society of the premises in the building referred to hereinabove and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act xxiv of 1961) under Registration No. _____, with its office at the Ground Floor of the same building (hereinafter referred to as the said society). The said society had issued a Share Certificate to the Vendor / Transferor herein bearing Share Certificate No. _____ comprising of Five (5) fully paid up shares of Rs. 50/- each bearing distinctive nos. from _____ to _____ (both inclusive) of the said society standing in the name of the Vendor/ Transferor.

And Whereas such member and shareholder the Vendor / Transferor have full right, title, interest, ownership, claim and possession of the said shares and the said Flat, in the said Building known as "MAC HOME", of the society known as Bismilallah Co-Operative Housing Society Limited, situated at Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010,.

And Whereas the Vendor / Transferor has agreed to sell and transfer to the Purchasers/ Transferees and the Purchasers/ Transferees has agreed to purchase and acquire from the Vendor / Transferor the said residential premises being Flat No. 601, admeasuring about 390 Sq. Ft. Carpet area, On the 6th Floor, of the building known as "MAC HOME", of the society known as Bismilallah Co-Operative Housing Society Limited, situated at

Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, On the plot bearing C. S. No. 4/643 Part of Mazgaon Division ; at and for the total consideration of Rs. 77,00,000/- (Rupees Seventy Seven Lakhs Only), On the terms and conditions mentioned herein.

And Whereas the Vendor / Transferor will obtain necessary permission/NOC from the Developers / Society, if required, for sale and transfer of the said flat premises by the Vendor / Transferor to the name of Purchasers/ Transferees.

And Whereas the Purchasers/ Transferees has agreed to purchase and acquire the said shares, rights, title, interest and occupation of the said flat with all deposits and contributions made by the Vendor / Transferor with various local authorities including B.E.S.T. Ltd., for the beneficial, enjoyment and occupation of the said Flat at and for the total consideration as aforesaid and to get the membership and the said shares transferred in his name with permanent right of use and occupation of the said Flat, on Co-ownership basis.

And Whereas the parties hereto are desirous to execute these presents in respect thereof.

And Whereas this Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act, 1963 and the Rules made there under.

:NOW THIS INDENTURE WITNESSETH AS UNDER:

- 1) The Vendor / Transferor have sold, assigned and transferred all his right, title, interest, ownership and claim, of the said Flat No. 601, admeasuring about 390 Sq. Ft. Carpet area, On the 6th Floor, of the building known as "MAC HOME", of the society known as Bismilallah Co-Operative Housing Society Limited, situated at Hirabai Compound, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, On the plot bearing C. S. No. 4/643 Part of Mazgaon Division ; to the Purchasers/ Transferees at and for the total consideration of Rs. 77,00,000/- (Rupees Seventy Seven Lakhs Only), AND the Purchasers/ Transferees has paid the sum of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) to the Vendor / Transferor before execution hereof, being part payment out of the total agreed sale consideration hereof (the payment and receipt whereof the Vendor / Transferor do hereby admit, confirm and acknowledge having received the same) and balance of Rs. 63,00,000/- (Rupees Sixty Three Lakhs Only) will be paid by the Purchasers/ Transferees to the Vendor / Transferor by following ways :-
 - (A) Rs. 32,23,000/- (Rupees Thirty Two Lakhs Twenty Three Thousand Only) will be paid by the Purchasers/ Transferees to the Vendor / Transferor within a period of _____ days from the date of execution of this agreement.
 - (B) Rs. 77,000/- (Rupees Seventy Seven Thousand Only) being 1% Tax Deducted at Source (T.D.S.) on the Agreement Value as per the provision of the Income Tax Act, 1961 u/s. 194-IA,

- (C) Rs. 30,00,000/- (Rupees Thirty Lakhs Only) will be paid by the Purchasers/ Transferees to the Vendor / Transferor through Housing loan from any Bank or any Financial Institution within a period of _____ days from the date of execution and/or registration of this agreement.
- 2) It is agreed by and between the Vendor / Transferor and the Purchasers/ Transferees that the sum of Rs. 77,000/- (Rupees Seventy Seven Thousand Only), being tax deducted at source under section 194-IA of the Indian Income-tax Act, 1961, shall be deposited by the Purchasers/ Transferees to the credit of Central Government and the necessary T.D.S Challan shall be provided to the Vendor / Transferor prior to the execution of these presents.
- 3) The Vendor/Transferor 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 society/ Builders/Developers/ Promoter and also agrees and undertakes to pay all dues if any to the said society or any other authorities including difference of Stamp Duty, Municipal taxes or any penalty, and any other charges thereof for the period till the possession of the said Flat is handed over to the Purchasers/ Transferees and thereafter he will not be liable for the same.

- 4) The Vendor / Transferor declare that he have obtain necessary permission from the said society as required under the Rule 38(a) of the bye laws of the said society to transfer all rights, title and interest in respect of the said shares and the said Flat in favour of the Purchasers / Transferees and undertake to co-operate and assist with the Purchasers / Transferees for perfectly and effectively transferring the said shares and the said Flat with all benefits thereof unto the Purchasers / Transferees.

- 5) The Vendor / Transferor declares that he has full right and absolute authority to sell, assign and transfer to the Purchasers/ Transferees all his rights, title and interest in respect of the said Flat and that no other person or persons 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 Purchasers/ Transferees against all such acts, actions, claims demands, proceedings, costs and expenses arising from any third person or persons relating to the said Flat.

- 6) The Vendor / Transferor hereby agrees and undertakes that immediately on getting the full and final payment of the agreed sale consideration hereof, he will handover peaceful and vacant possession of the said Flat to the Purchasers/ Transferees along with all relevant documents including bills, receipts vouchers, correspondence etc.

standing in the name of the Vendor / Transferor and also agree to handover the original registered AGREEMENT dated. 19th day of June, 2017, received by him, along with all previous chain Agreements, at the time of giving possession of the said Flat.

- 7) The Vendor / Transferor hereby declares that on giving possession of the said Flat to the Purchasers/ Transferees, the Purchasers/ Transferees will be exclusive owner of the rights, title and interest in respect of the said Flat which the Vendor / Transferor has in the said Flat and then the Purchasers/ Transferees will peacefully hold, possess, occupy and enjoy the said Flat without any let or hindrance or denial or demand or interruption or persons lawfully or equitably claiming through under or in trust of the Vendor / Transferor .

- 8) The Vendor / Transferor hereby declares that he has not mortgaged the said Flat with any person/s, bank/s, or financial institution prior to the execution of these presents ; the Vendor / Transferor s keep indemnified the Purchasers/ Transferees in respect thereof.

- 9) The Vendor / Transferor hereby also declares that he has not entered into any lien or charge or mortgage or any encumbrance in the said Flat premises and that there is no lispendance notice in respect of the said Flat premises.

- 10) The Vendor / Transferor hereby agree and undertake to execute all further Agreement, Power of Attorney, Affidavits undertaking, bonds and transfer forms etc. in favour of the Purchasers / Transferee as and when required by the Purchasers / Transferee for perfectly and effectively transferring the said shares with share certificate and the said Flat in favour of the Purchasers / Transferees, in the records of the said society with all benefits thereof including all amount standing to the credit of the Vendor / Transferor, if any, in the records of the said society towards deposits loan, stock bonds, sinking fund dividend etc. unto the Purchasers / Transferees, on realizing the Full Consideration hereof.

- 11) The Purchasers / Transferees hereby agree and undertake that they will always abide the rules and regulations as per the bye-laws of the society.

- 12) The Vendor / Transferor has represented and assured the Purchasers/ Transferees that his title to the said flat is free from all encumbrances and claims of whatsoever nature. In the event it is found that the Vendor / Transferor 's title to the said flat is defective or any claim is made on the said flat or Purchasers/ Transferees suffers any loss or damages by the statements, declaration, representatives and assurances made by the Vendor / Transferor or any claim whether directly and indirectly is made on the said flat in that case the Vendor / Transferor agrees to indemnify the Purchasers/ Transferees and hereby indemnifies the

Purchasers/ Transferees his respective heirs, nominees and his successors in title to the said flat against all loss, damages, costs and expense which may be suffered by the Purchasers/ Transferees his nominees / successors in title on account of the above said flat and the Vendor / Transferor shall reimburse the Purchasers/ Transferees and/or his nominee and/or successors in title for the same on their making demand to that effect.

- 13) The Vendors authorize the B.E.S.T. to transfer the deposits made in respect of the meter installed in the said Flat or electricity supply to the name of the Purchaser/Transferee in the books and records of the B.E.S.T. vide Meter No. _____ Consumer No. _____ installed at the said Flat premises.
- 14) The Vendor / Transferor s hereby declares that he had paid his maintenance charges, Electricity bills and assessment charges upto date and that there are no dues outstanding in respect thereof and if it is found to be unpaid, then the same will be the responsibility of the Vendor / Transferor to clear the same till the possession is handed over to the Purchasers/ Transferees.
- 15) This Agreement has been concluded between the parties hereto on the basis of the representation of the Vendor / Transferor that the original agreement with the Vendor / Transferor for purchase of the said Flat is valid and subsisting and that no notice of requisition or acquisition of the said Flat has been received to him. The Purchasers/ Transferees declares that they has inspected all the documents in respect of the said Flat and is fully satisfied thereof.

16) All expenses incidental to this agreement including stamp duty, registration charges, Govt. taxes, service taxes payable on this agreement will be paid and borne by Purchasers/ Transferees alone, the Vendor / Transferor shall not be liable to pay the same or any part thereof. However, the stamp duty of previous registered agreement done by the Vendor / Transferor in respect of the above said flat, if found to be insufficient then the same shall be the responsibility of the Vendor / Transferor to pay the same. The transfer charges payable to the PROMOTER/ Developers or to the Bismilallah Co-Operative Housing Society Limited, of the said building, will be paid and borne by the Purchasers/ Transferees alone, the Vendor / Transferor will not liable for the said transfer charges.

:THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:

RESIDENTIAL PREMISES bearing Flat No. 601, admeasuring about 390 Sq. Ft. Carpet area equivalent to 43.49 Sq. Mtrs. Built Up, on the 6th Floor, of the building known as "MAC HOME", of the society known as Bismilallah Co-Operative Housing Society Limited, situated at Hirabai Compound, Plot No. 5 & 6, Ghodapdeo Cross Road No. 1, Mazgaon, Mumbai 400 010, in the Registration District and Sub District of Mumbai City and standing on the piece and parcel of land bearing C. S. Nos. 4/643 Part of Mazgaon Division ; and in the books of the Assessor and Collector of Municipal Rates and Taxes under "E" Ward.

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

SIGNED, SEALED & DELIVERED by the)
within named "VENDOR / TRANSFEROR ")

MR. SUAIB JAMAL AHMED KHAN,)

In the presence of)

1).

2).

SIGNED, SEALED & DELIVERED by the)
within named "PURCHASERS / TRANSFEREES")

(1) MRS. ALIFIYA SAIFY,)

AND

(2) MR. MURTAZA SAIFUDDIN SAIFY,)

In the presence of)

1).

2).

R E C E I P T

RECEIVED on/or before execution hereof and from the within named PURCHASERS/ TRANSFEREES, (1) MRS. ALIFIYA SAIFY, And (2) MR. MURTAZA SAIFUDDIN SAIFY, a sum of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) being PART PAYMENT OUT OF THE TOTAL AGREED SALE CONSIDERATION as mentioned hereinabove and paid to me in following manners:-

- 1) Rs. 50,000/- by way of net banking vide, Bank Transfer, dated. 05/10/2024, Ref UTR No. " 427904491223", from Axis Bank.

- 2) Rs. 13,50,000/- through RTGS bearing Ref no. " UTIBR62024101077412713 / UTIBE24284144871195 " dated. 10/10/ 2024, drawn on IDBI Bank, _____ Branch.

I SAY RECEIVED

Rs. 14,00,000/-

(MR. SUAIB JAMAL AHMED KHAN,)

(VENDOR / TRANSFEROR)

WITNESSES:-

1. _____

2. _____