

# AGREEMENT FOR SALE

**THIS AGREEMENT OR SALE** is made and entered into at **Mumbai** on this \_\_\_\_ day of **November 2024**; **BY & BETWEEN**

**MRS. MALIKA K AHMAD** (PAN No. **BPGPS9121G** ) aged about **45 years** Indian inhabitants, both having address at **2562, Kohinoor City, Phase-3, Kiroi Road, Off L.B.S. Marg Kurla (w) Mumbai City 400070** the meaning or context there of shall mean and include hereinafter called and referred to as the “**VENDOR /TRANSFEROR**” (Which expression unless it be repugnant mean and include **their** heirs, Administrators, Executors, Nominees and Assigns) of the **First Part**;

**AND**

1] **MR. MOHAMMED SHAFI MOHAMMED JUBAIR SONDE** (PAN No. **AMNPS2198C**) aged about **55 years**

2] **MRS. KHAULAH MOHAMMED SHAFI SONDE** (PAN No. **DQRPS4464N**) aged about **48 years** Indian inhabitants, both having address at **B-403 Noor Mahal CHS LTD, Behind Sagar Apartment, Near City Hospital, Kurla W Mumbai-400070** hereinafter called and referred to as the “**PURCHASERS/TRANSFEREES**” (Which expression unless it be repugnant to the meaning or context thereof shall mean and include **their** heirs, Administrators, executors, Nominees and Assigns) of the **Second Part**.

**WHEREAS** the Vendor/Transferor under the ownership seized and possessed of otherwise well and sufficiently entitled to a Flat premises being at **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as “ **KOHINOOR CITY ‘C’ CO-OP HSG SOC LTD**” situated at **Kiroi Road, Off L.B.S Marg, Kurla (W) Mumbai-400070**

the Vendor shall indemnify Purchasers and make good such loss or damage which the Purchasers may suffer due to the statements, declaration, representation, non-compliance of the covenants and assurances made by the Vendor or any claim whether directly or indirectly is made on the said Flat, and in such cases Vendor agrees to indemnify the Purchasers and hereby indemnifies the Purchasers its nominees and its successors in title to the said Flat and its assigns against all claims losses, damages, cost and expenses (including reasonable attorney's fees, brokerage and stamp duty and registration fees) which may be suffered by the Purchasers /its nominees/its successors in title/its assigns on account of above and the Vendor shall reimburse such losses damage, cost and expenses to the Purchasers and /or its nominees and /or successors in title and /or assigns for the same on their making demand to that effect without raising any disputes.

#### **SCHEDULE 'A'**

A Self Contained Flat premises being at **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as “**KOHINOOR CITY 'C' CO-OP HSG SOC LTD**” situated at **Kirol Road, Off L.B.S Marg, Kurla (W) Mumbai-400070** admeasuring about **750 Sq. Feet's Carpet area** along with **1 Covered Car Parking Space No.2562** together with all rights and privileges of all the amenities, common areas, and other facilities, a self-contained flat premises containing a **Living Room, Two Bedrooms and Kitchen** along with Five (5) Shares under **Share Certificate No.144** bearing Shares **No.716 to 720** vide **Member's Register No.144** in a Co-operative Housing Society Registered under Registration **No.MUM-2/ WL/ HSG / (TC) / 10093/2010-2011/year 2011** being constructed in the year **2010** standing on plot of Land



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**AND**

**1] MR. MOHAMMED SHAFI MOHAMMED JUBAIR SONDE** (PAN No. **AMNPS2198C**) aged about **55 years**

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**WHEREAS** the Vendor/Transferor under the ownership seized and possessed of otherwise well and sufficiently entitled to a Flat premises being at **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as “**KOHINOOR CITY ‘C’ CO-OP HSG SOC LTD**” situated at **Kiroi Road, Off L.B.S Marg, Kurla (W) Mumbai-400070**

admeasuring about **750 Sq. Feet's Carpet area** along with **1 Covered Car Parking Space No.2562** together with all rights and privileges of all the amenities, common areas, and other facilities, a self-contained flat premises containing a **Living Room, Two Bedrooms and Kitchen** along with Five (5) Shares under **Share Certificate No.144** bearing Shares No. **716 to 720** vide **Member's Register No.144** in a Co-operative Housing Society Registered under Registration No. **MUM-2/ WL/ HSG / (TC) / 10093/2010-2011/year 2011** (hereinafter referred to as the said flat or said premises and said shares for the sake of brevity and covenant and more particularly described in schedule hereunder).

**AND WHEREAS** the said building "**KOHINOOR CITY 'C' CO-OP HSG SOC LTD**" was constructed in the year **2010** with **Ground Plus 7<sup>th</sup> Floors With Lift**

**AND WHEREAS** the Vendor herein **MRS. MALIKA K AHMAD** Spinster Name **MISS. MALIKA NISAR SIKANDER** had purchased the said flat from the previous owners **1] MR. RAMAN RAMCHANDRA TEMKAR & 2] MRS. VIDAY RAMAN TEMKAR** as per registered **Deed of Transfer** dated **03/11/2010** registered under Sr.No. **BDR-13-09933-2010** dated **04/11/2010** before the office of Jt. Sub registrar **Kurla-3**.

**AND WHEREAS** the previous owners **1] MR. RAMAN RAMCHANDRA TEMKAR & 2] MRS. VIDAY RAMAN TEMKAR** had jointly purchased the said flat from Builder/Developer **MR. UNMESH MANOHAR JOSHI** as a sole proprietor carrying on business in the name and style of **MESSERS KOHINOOR PLANET CONSTRUCTION PRIVATE LIMITED** as per registered **Agreement of Sale** dated **26/11/2009** registered under Sr.No. **BDR-3-11122-2009** dated **26/11/2009** before the office of Jt. Sub registrar **Kurla-1**.

Vendor names appeared at relevant documents and records of the Society/Builder. AND WHEREAS the Purchasers has approached the Vendor with the intention to buy the said flat for residential purpose and the Vendor have agreed to sell the said flat to the Purchasers.

AND WHEREAS the Vendor has made the following representations in respect of the said premises that the Vendor are the lawful owners of the said Flat premises and there are no suits, litigations (civil or criminal) or any other proceedings pending or *lispendens* pending or no attachments or prohibitory orders and neither subject matter of any pending or attachments either before or after any judgment or neither the Vendor have created any encumbrances or third party interest in the said premises or neither the Vendor have received any attachment or acquisition or requisition notices from any tax or revenue authorities or Bank or DRT or any statutory body in respect of the said premises and there are no claims of whatsoever nature from any third person or by Government or Municipal authority, Bank, Credit or Finance Institute and there are no arrears of Vendor in respect of the said premises regarding Municipal Taxes, maintenance, monthly out goings electricity charges in respect of the said premises and title of the Transferor/Vendor is free, clear and marketable and except Vendor no other person or authority have got rights title or interest of whatsoever against the said premises. The Vendor hereby declares that there is no insolvency proceedings filed against the Vendor nor there is any petition or application for insolvency or other similar application pending or threatened against the Vendor nor the Vendor is aware of any circumstances which may give rise to any claims or proceedings and relying upon the afore said representations

made by the Vendor/Transferor the Purchasers have agreed to purchase the said premises.

**NOW THIS AGREEMENT IS WITNESSETH AS UNDER:**

1) The Vendor/Transferor has agreed to sell and the Purchasers/Transferees have agreed to purchase together with their shares and all their title and interest in the said **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as “**KOHINOOR CITY ‘C’ CO-OP HSG SOC LTD**” situated at **Kirol Road, Off L.B.S Marg, Kurla (W), Mumbai-400070** for a full & final sale consideration amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakh Only)** inclusive of **1 % Income Tax TDS** amount of **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** to be deducted from the total sale consideration amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakh Only)** and the Purchasers have also agreed to submit **TDS** Challan and certificate to the name of Vendor.

2) That the Vendor/Transferor covenant that on or before execution of this agreement the Purchasers/Transferees have Paid **Rs.1,16,00,000/- (Rupees One Crore Sixteen Lakh Only)** after deducting **1 % Income Tax TDS** amount of **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** to the Vendor as **part** sale Consideration amount for the said Flat as per the receipt No.1 mentioned herein below and further agree to pay the balance sale consideration amount of **Rs.32,50,000/- (Rupees Thirty Two Lakhs Fifty Thousand Only)** to Vendor/Transferor through housing Loan within **15 working days** from the date of registration and the Transfer of the shares and share certificate in Society and the possession of the flat will be handed over to the Purchasers by the Vendor after the receipt of full and final balance sale consideration amount. After

deducting **1% Income Tax TDS** amount, payment to the government treasury will be done by the Purchasers and certificate value of **Rs.1,50,000/- Rupees One Lakh Fifty Thousand Only**) will be handed over to the Vendor by the Purchasers within 15 days from the date of registration of this Agreement For Sale.

3) That the Vendor/Transferor declares that the Vendor are the only right and competent person to sell, transfer, sell and surrender together with Vendor/Transferor shares in the said flat to anyone without question and that there are no claimants to the said flat nor the Vendor/Transferor have assigned, nominated and/or appointed any other person or persons in respect of Vendor's shares in the said flat. The Vendor/Transferor therefore declares that the said flat is free from any encumbrances and that the Vendor/Transferor have not nominated, Vendor heirs, successors nor the said flat is under the hypothecation, charges, lien or mortgage. The Vendor/Transferor hereby undertake and agree to indemnify and keep the Purchasers/Transferees and the authority indemnified in the event of any rival or adverse claims.

4) The Vendor declares and covenant that on receipt of full & final payment the Vendor have no objection of whatsoever nature if the Purchasers becomes the members/owners of the said **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as "**KOHINOOR CITY 'C' CO-OP HSG SOC LTD**" situated at **Kirol Road, Off L.B.S Marg, Kurla (W), Mumbai-400070** all costs, expenses and charges pertaining to said flat premises, arising from the date of this Agreement shall be sole liability and responsibility of the Purchasers, and the Vendor shall not be responsible for the same. For abundant caution, it is clarified that all costs, expenses and charges pertaining to said flat



premises prior to the date of execution of this Agreement shall be paid by  
the Vendor.

5) The Purchasers have also agreed that the Purchasers will be liable to pay all the outgoing in respect of the said flat and the amenities and facilities granted to them and also agree to abide the rules and regulation and bye laws of the **KOHINOOR CITY 'C' CO-OP HSG SOC LTD** and will use the said flat premises for residential use only and will not make the change of user without written consent of the Society.

6) The Vendor do hereby covenant with the Purchasers that they will execute all the necessary documents as and when required by the actual concerned authorities from time to time for the actual, effectual and physical transfer of the said flat in the name of the Purchasers/Transferees. All costs, expenses and charges pertaining to execution of any such action or document shall be sole liability and responsibility of the Purchasers, and the Vendor shall not be responsible for the same, and shall be subject to no liability or obligation being created over the Vendor.

7) The Vendor do hereby covenant with the Purchasers that on receipt of full & final payment they shall not interfere with the possession and enjoyment of the said flat by the Purchasers in respect of the said flat and that the Purchasers shall be fully entitled to use, occupy and enjoy the possession of the said flat forever and the Purchasers shall be at liberty to dispose off, sell or transfer the said flat to any other person or persons as the Purchasers may deem fit and proper at her sole and entire discretion.

- 8) The Vendor declares that on receipt of full & final payment and on the execution of this Agreement the Purchasers will be entitled to hold the shares and also will be entitled to all incidentals, thereof, including to occupy, possess and transfer of the said flat.
- 9) On Vendor executing the necessary Transfer forms and other documents as may be required by Government/ Society in favor of the Purchasers, the Purchasers shall be entitled to the transfer and exclusive use, occupation and possession of the said flat.
- 10) It is hereby further agreed between the parties hereto that all the Municipal taxes, Property taxes and Society dues, monthly maintenance charges up to the date of handing over possession of the said flat if any shall be borne by and be to the account of the Vendor and all such charges and out goings accruing after that date shall be borne by and be to the account of Purchasers. All other charges including Electricity, Water charges, MGNL, Net or Cable & MTNL charges, Kohinoor Club annual charges and other payments up to the date of the possession, respect of the said flat if any shall be borne by and be to the account of the Vendor and all such charges and out goings accruing after that date shall be borne by and be to the account of Purchasers.
- 11) The Vendor hereby declares that they are not in arrears of any Government dues, Taxes or any other liabilities whereby the said flat including the right, title and interest issued by the society can be attached either after or before judgement and no proceeding have been initiated under any of the provisions of the Income-Tax or Wealth-Tax or Gift-Tax Act or any other laws relating to the tax. However, in the event of any tax or arrears or dues are found to (pertaining to the period prior to execution

of this Agreement) forthwith pay the same and to furnish the Xerox copy of the receipt of payments in that behalf in respect of the said flat.

12) The Purchasers/Transferees shall get this agreement registered and shall pay Stamp Duty and registration fees thereon. On receiving the intimation the Vendor/Transferor shall admit the execution thereof. The Purchasers shall be solely responsible for: (a) the payment of all the charges, including but not limited to the stamp duty and registration charges, and (b) registration of this agreement with the concerned Sub-Registrar of Assurances, and the Vendor shall not be responsible for the same in any manner whatsoever. Any loss or liability on account of deficiency in stamp duty and/or failure to register this Agreement shall be solely attributed to the Purchasers.

13) The Purchasers hereby also agree and undertake simultaneously to make necessary application to the said Society requesting to the Society to transfer the said Flat premises from the names of the Vendor to the names of Purchasers and thereby agreeing to the rules and regulations of the said Society and also agreeing and undertaking to pay and contribute from the date of taking over the possession of the said Flat from time to time all the monthly contribution and maintenance to the Society as members of the Society. The Purchasers also undertakes to pay Municipal Taxes from the date of Purchasing of the said flat and other outgoing expenses in the said Society. **The society transfer fees shall be paid by both the parties equally.**

14) The Vendor further declares that the said Flat is a self acquired property and any third person or persons do not have Share, right, title

and interest of any nature what so ever in the said Flat premises except the Vendor herein.

15) That it is hereby agree and confirm that the Vendor have in performance and on execution of this Agreement and on receipt of entire consideration amount shall hand over vacant possession of and in respect of the said Flat premises to the Purchasers.

16) The Vendor/ Transferor hereby agrees to hand over to the Purchasers/ Transferees all the documents receipts and necessary form duly signed by them and also hand over Original Agreement/s executed between the earlier Vendor and or the Builder/Developer and will at all time fully Co Operate and assist the Purchasers in all respect to have the said Flat premises and every part there of duly transferred to the name and in name of the Purchasers after receipt of entire purchase consideration amount of **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakh Only)**

17) This Agreement shall always be subject to the provision of Maharashtra ownership Flat Act 1963 and the Rules made thereunder.

18). It is hereby agreed and declared that the Vendor shall and on compliance of this agreement and receipt of entire consideration releases, relinquishes and transfer all right, title, interest, claim and membership in respect of the said Flat premises in favor of the Purchasers, thereafter the Purchasers shall be entitled to all the rights, title, interest and claim in respect of the said Flat premises mentioned above. Transferor shall apply and instruct to the concerned society, to transfer in favor of the Transferees, all shares, rights, title and interest in the said Flat and the

amount deposited in respect thereof, including sinking fund (if any) and also to issue share certificate in the name of Purchasers. All transfer costs and charges in relation to the above shall be sole liability and responsibility of the Purchasers.

19) The Vendor hereby further declare that they have full right and absolute authority to enter into this Agreement. The Vendor agree and undertake to indemnify the Purchasers against any claims pertaining to period prior to the Effective Date that are made against the said Flat by the: (a) Income Tax Department, (b) Municipal Corporation, (c) any DISCOM company, (d) concerned society of the Building wherein said Flat is located, and / or (e) any government authority in relation to any laundering of funds. Notwithstanding anything else that may be provided in this Agreement, it is clarified that the total liability of the Vendor to the Purchasers under this Agreement and in relation to said Flat shall not in any manner exceed the total consideration that has been paid by the Purchasers to the Vendor.

20) The Vendor/Transferor subject to receipt of full and final sale consideration amount hereby agree and give consent to the Purchasers to apply or transfer and obtain the electricity meter, telephone connection, Cooking Gas Connection, Ration card and other relevant documents in their own names. The Purchasers hereby agree to become the members of the co-operative Housing Society formed by the Flat owners.

21) In the event the representations and/or covenants made by the Vendor herein are not true and correct and in case the Vendor does not comply with the covenants provided to the Purchasers by Vendor, then

the Vendor shall indemnify Purchasers and make good such loss or damage which the Purchasers may suffer due to the statements, declaration, representation, non-compliance of the covenants and assurances made by the Vendor or any claim whether directly or indirectly is made on the said Flat, and in such cases Vendor agrees to indemnify the Purchasers and hereby indemnifies the Purchasers its nominees and its successors in title to the said Flat and its assigns against all claims losses, damages, cost and expenses (including reasonable attorney's fees, brokerage and stamp duty and registration fees) which may be suffered by the Purchasers /its nominees/its successors in title/its assigns on account of above and the Vendor shall reimburse such losses damage, cost and expenses to the Purchasers and /or its nominees and /or successors in title and /or assigns for the same on their making demand to that effect without raising any disputes.

#### **SCHEDULE 'A'**

A Self Contained Flat premises being at **Flat No.2562** on the **6<sup>th</sup> Floor** of the **Building No.25** in the building known as “**KOHINOOR CITY 'C' CO-OP HSG SOC LTD**” situated at **Kirol Road, Off L.B.S Marg, Kurla (W) Mumbai-400070** admeasuring about **750 Sq. Feet's Carpet area** along with **1 Covered Car Parking Space No.2562** together with all rights and privileges of all the amenities, common areas, and other facilities, a self-contained flat premises containing a **Living Room, Two Bedrooms and Kitchen** along with Five (5) Shares under **Share Certificate No.144** bearing Shares **No.716 to 720** vide **Member's Register No.144** in a Co-operative Housing Society Registered under Registration **No.MUM-2/ WL/ HSG / (TC) / 10093/2010-2011/year 2011** being constructed in the year **2010** standing on plot of Land

bearing old C.T.S **No. 637** and new **C.T.S No. 637/B/1B, 636/B/4 and 637/B/5** being **ground + Seven floors** Building structure **with lift** in the revenue village of **Kurla-2**, Taluka **Kurla**..

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

AND DELIVERED by the

Within named **VENDOR**

**1] MRS. MALIKA K AHMAD**

In the presence of ...

1]

2]

SIGNED AND DELIVERED by the

5/B/4 and  
in the  
with named PURCHASER  
1) MR. MOHAMMED SHAFI MOHAMMED  
JUBAIR SONDE

2) MRS. KHAULAH MOHAMMED SHAFI SONDE

In the presence of ...

1)

2)

RECEIPT NO.1



**FORM A: PERSONAL DETAILS**

Existing Customer:  Yes  No

CIF No/ Account No. 20319560746

Name: MOHAMMED SHAFI  
First Name Middle Name

Date of Birth: 15011969 PAN: AMINPS2198C

Mobile: 9987505870

Email: Sonde.shafi@gmail.com

Name of Spouse: KHAULAM MOHAMMED SHAFI

Name of Father: MOHAMMED JURAIR SONDE

Gender:  Male  Female  Third Gender

Marital Status:  Single  Married  Divorced  Widowed

Documents of KYC (Minimum one to be filled)

Passport / UID No. 713148811527

Driver ID No.

Transport No.:

Driving License No.

MGNREGA Job card No.

Address issued by National Population Register Containing Name and Address:

Residential Status:  Resident Indian (RI)  Non-Resident Indian  Person Of Indian Origin (PIO)  Foreign Citizen

**DEFENCE PERSONNEL:**

Indian Army  Indian Navy  Indian Air force

