



Tuesday, December 15, 2015
9:12 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 13605

दिनांक: 15/12/2015

गावाचे नाव: मोगरा
दस्तावेजाचा अनुक्रमांक: बंदर16-13408-2015
दस्तावेजाचा प्रकार: करारनामा
गादर करणाऱ्याचे नाव: नरपतचंद री जांगीड

नोंदणी फी
दस्त हाताळणी फी
पृष्ठांची संख्या: 46

रु. 30000.00

रु. 920.00

एकूण:

रु. 30920,00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
9:29 AM ह्या वेळेस मिळेल.

सह. दु. नि. का. अंधेरी 5

बाजार मूल्य: रु. 7055500/-
भरलेले मुद्रांक शुल्क: रु. 400000/-

मोबदला: रु. 8000000/-

सह. दुय्यम निबंधक अंधेरी ५
मुंबई उपनगर जिल्हा

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-
ईडी/धनादेश/पे ऑर्डर क्रमांक: MH005427214201516S दिनांक: 08/12/2015
बँकेचे नाव व पत्ता: Panjab National Bank
2) देयकाचा प्रकार: By Cash रकम: रु 920/-

Nepan

registered original document
Delivery on 15/12/15

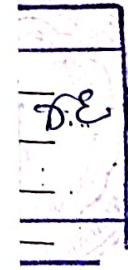
18. देय मुद्रांक शुल्क: ४,००,०००/-

19. देय नोंदणी फी: ३०,०००/-

दिफिक

भरलेले मुद्रांक शुल्क: ४,००,०००/-

सह. दुय्यम निबंधक





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| बंदर - ३६/ | | |
| ९३६०८ | ५ | ६९ |
| २०१५ | | |

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai this 14th day of December, 2015 B E T W E E N 1) MR. HABIB AHMED ISHTIYAQUE HUSSAIN, 2) MR. ISHTIYAQUE HUSSAIN MAQSOOD HUSSAIN, AND 3) MR. RAFIQUE AHMED ISHTIYAQUE HUSSAIN, all adult, Indian Inhabitants of Mumbai, owners of FLAT NO.603, on the 6TH FLOOR, in the building known as APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD., (GAGANGIRI TOWER) situated at PLOT NO.201, SHER-E-PUNJAB SOCIETY, OFF MAHAKALI CAVES ROAD, ANDHERI (E), MUMBAI 400093, hereinafter called "The Sellers/Transferors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the **FIRST PART.**

A N D MR. NARPATCHAND C JANGID, also adult, Indian Inhabitant of Mumbai, residing at FLAT NO.410, 4TH FLOOR, OM SAI CHS. LTD., NEAR J.K. RESIDENCE HOTEL, OLD NAGARDAS ROAD, ANDHERI (E), MUMBAI 400069, hereinafter called "The Purchaser/Transferee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

Handwritten signatures of the parties involved in the agreement.

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| १३०६५ | ६ | ०६ |

WHEREAS

By an Agreement for Sale dated 30TH April 2000 executed by and between M/s. Gangangiri Builders & Developers, therein referred to as the "Vendors" and Mr. Virana Prabhu Hakkaladdi, therein referred to as "Purchaser" AND Mr. Felix Sequira, therein referred to as the "Confirming Party". the said Purchaser had purchased a Flat bearing **FLAT NO.603**, on the **6TH FLOOR**, in the building known as **APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD., (GAGANGIRI TOWER)** situated at **PLOT NO.201, SHER-E-PUNJAB SOCIETY, OFF MAHAKALI CAVES ROAD, ANDHERI (E), MUMBAI 400093**, (herein referred to as the "Said Premises") admeasuring area of the said flat is **600 Sq.Ft. (Built-up)**, constructed on plot bearing **C.T.S. No.368**, at **Village Mogra, Tahuka Andheri**. As more particular described in the said Agreement for Sale dated 30TH April 2000.



AND WHEREAS By an Agreement for Sale dated 30TH November 2005 executed by and between Mr. Virana Prabhu Hakkaladdi, therein referred to as the "Vendor" and Mrs. Reshma Sham Sawant, therein referred to as "Purchaser" had purchased the above said Flat bearing **FLAT NO.603**, on the **6TH FLOOR**, in the building known as **APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD., (GAGANGIRI TOWER)** situated at **PLOT NO.201, SHER-E-PUNJAB SOCIETY, OFF MAHAKALI CAVES ROAD, ANDHERI (E), MUMBAI 400093**. As more particular described in the said Agreement for Sale dated 30TH November 2005 which has been duly stamped and registered vide Serial No.BDR15-03755-2005 Dated 01-12-2005.

Whereas By an Agreement for Sale dated 25TH December 2006 executed by and between Mrs. Reshma Sham Sawant, therein referred to as the "Vendor" and 1) Mr. Habib Ahmed Ishtiyaque Hussain, 2) Mr. Ishtiyaque Hussain Maqsood Hussain, and 3) Mr. Rafique Ahmed Ishtiyaque Hussain, therein referred to as "Purchasers" and herein referred to as the Sellers/Transferors had purchased the above said Flat bearing **FLAT NO.603**, on the **6TH FLOOR**, in the building

[Handwritten signatures]

known as **APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD., (GAGANGIRI TOWER)** situated at **PLOT NO.201, SHER-E-PUNJAB SOCIETY, OFF MAHAKALI CAVES ROAD, ANDHERI (E), MUMBAI 400093.** As more particular described in the said Agreement for Sale dated 25TH December 2006 which has been duly stamped and registered by the Deed of Confirmation dated 23RD November 2007, vide Serial No.BDR4-08823-2007 Dated 23-11-2007. The said Transferors are the legal and lawful owners of the said Flat and Shares. The Schedule hereunder written and the said **FLAT NO.603, on the 6TH FLOOR,** in the building known as **APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD.,** is hereinafter referred to as the **"SAID FLAT"**.

AND WHEREAS the Transferors are the registered member of **APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD.,** which is a registered Society under the provisions of Maharashtra Co-Operative Societies Act-1960, having the Registration No. **MUM/SRA/HSG/(T.C)/11197/2001** and the said Society has been issuing the maintenance bill in the name of Transferors herein in respect of the said Flat premises (hereinafter referred to as **"THE SAID SOCIETY"**).

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WHEREAS The Transferors are the members of the said Society and holding 5 (Five) Shares of Rs.50/- each, of the said Society, bearing Share Certificate No.14 entered in Member Registered Folio No.14, and distinctive number of 71 to 75 were transferred in their favour by the above said Society. The Transferors does hereby confirm that the said Flat and Shares in the Society are free from any encumbrances of whatsoever in manner and shall have No Objection for the transfer of the said Shares in favour of the Transferees (hereinafter referred to as **"THE SAID SHARES"**).



AND WHEREAS the Transferors are no more interested in occupying the said Flat and as such intending to sell and transfer their right, title and interest free from all encumbrances in the said and the membership of the said society therein.

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AND WHEREAS the parties hereto has agreed to reduce into writing the terms and conditions on which the Transferors have agreed to transfer and the Transferee has agreed to purchase and acquire their right, title and interest of the Transferors in the said Flat including the entire interest of the Transferors in the capital of the said Society by executing this Agreement of the said Flat with payment of proper Stamp Duty of the said Flat as per the provisions of the Bombay Stamp Act-1958.

AND WHEREAS the vacant and peaceful possession of the said Flat will be handed over to the Transferee on executing this Agreement and upon payment of Full & Final consideration of this said Flat.



The Transferors hereby declares that:

- a) They are the lawful, legal and absolute owners of the said Flat and Shares including the right, title, interest and benefits attached thereto and no one else has any right, title or interest in the said Flat and Shares;
- b) The said Flat and Shares are not subject to any charge, encumbrance, liability, litigation, adverse claim or lis-pendens and prior to the execution hereof the Transferors have not entered into any Agreement for Sale, Sale Deed, Tenancy, Mortgage or otherwise in respect of the said Flat and Shares;
- c) They have not done, committed or omitted to do any acts, deeds, things and matters whereby or by any reason whereof the Transferors are prevented or prohibited from dealing with, disposing off or transferring their right, title and interest in respect of the said Flat and Shares;
- d) The Transferors will at the request of the Transferee whenever required do and execute or cause to be done and execute all such acts, deeds, things and documents for more perfectly assuring the said Flat and Shares and all the benefits attached thereto in favour of the Transferee;
- e) The said Flat and Shares are not attached either before or after the Judgment or at the instance of any Taxation Authorities or any Authorities

[Signature]

[Signature]

[Signature]

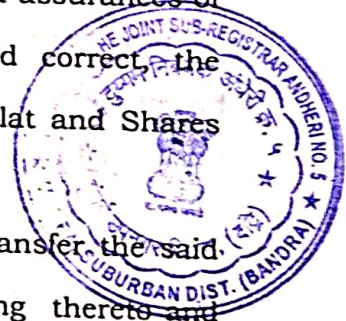
[Signature]

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and they have not given any undertaking to the Taxation Authorities so as not to deal with or dispose off their right in the said Flat and Shares and they are fully competent and entitled to sell, transfer and convey the said Flat and Shares to the Transferee;

There are no proceedings pending in any Court of Law relating to or affecting the said Flat and Shares;

- n) There are no insolvency proceedings pending or contemplated against the Transferors;
- o) The title to the said Flat and Shares are clear, marketable and free from all encumbrances;
- p) That there is no impediment or restraint or injunction against the Transferors in respect of the said Flat and Shares where by they have been prevented from selling or transferring the said Flat and Shares to the Transferee;
- q) They have not taken any loan in respect of the said Flat and Shares and they have not mortgaged the said Flat and Shares;
- r) Relying upon the aforesaid declarations, representations and assurances of the Transferors and believing the same to be true and correct, the Transferee has agreed to purchase and acquire the said Flat and Shares from the Transferors;
- s) The Transferors have agreed to sell, convey, assign and transfer the said Flat along with all their shares, interest and benefits relating thereto and the Transferee has also agreed to purchase and acquire the said Flat along with all their shares interest and benefits from the Transferors on the agreed terms and conditions;
- t) The parties hereto are now desirous of recording the terms and conditions of the Sale as agreed as by and between them, which are recorded hereafter;



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AND NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,
CONFIRMED, AND DECLARED BY AND BETWEEN THE PARTIES
DESCRIBED HEREINABOVE HERETO as follows:-

1. The Transferors does hereby assign and the Transferee acquires their entire right, title and interest in the said Flat and Shares of the Transferors on execution of this Agreement for sale of the said Flat and Shares on receipt of Full and Final consideration from the Transferee in respect of the said Flat and Shares of the said Society.
2. The Transferors being the owners of the said Flat, on receiving the Full and Final consideration shall handover the vacant and peaceful possession of the said Flat to the Transferee which the Transferee has seen and inspected and found the same to be in perfect condition.
3. The Transferee hereby declare and agreed that he shall make payment of Full and Final consideration amount of **Rs.80,00,000/- (RUPEES EIGHTY LAKHS ONLY)** as per the terms and conditions in this Agreement, the details of payments are given below:



SCHEDULE OF PAYMENT

The Transferee had paid a sum of **Rs.17,00,000/- (RUPEES SEVENTEEN LAKHS ONLY)** to the Transferors on or before execution of this Agreement as a part consideration for Sale of the above Said Flat. The Transferors hereby admit and acknowledge that they had received the amount of **Rs.17,00,000/- (RUPEES SEVENTEEN LAKHS ONLY)** as a part consideration for the sale of the said Flat and Shares, on or before execution of this Agreement. The receipt for the same is appended with this Agreement for Sale.

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18. This Agreement shall always be subject to the provisions in Maharashtra ownership Act. 1963 and Maharashtra ownership Rules 1964 or any modification, amendment or reenactment thereof the time being in force or any other provisions of applicable thereto.

19. This Agreement for Sale has been executed in Mumbai; the property is situated in Mumbai and the payment has been made in Mumbai, Hence

it is subject to the jurisdiction of Courts of law at Mumbai.

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SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

FLAT NO.603, on the 6TH FLOOR, in the building known as APEKSHA CO-OPERATIVE HOUSING SOCIETY LTD., (GAGANGIRI TOWER) situated at PLOT NO.201, SHER-E-PUNJAB SOCIETY, OFF MAHAKALI CAVES ROAD, ANDHERI (E), MUMBAI 400093, admeasuring area of 600 Sq. Ft. (Built-up), constructed on plot of land bearing C.T.S. No.368, at Village Mogra, Taluka Andheri, in greater Mumbai Registration Sub-District of Mumbai and District land at Village Mogra, Taluka Andheri. In ward K (East) in Registration

District, Sub-Registrar of Assurance.



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| 93605 | 20 | 60 |
| 2024 | | |

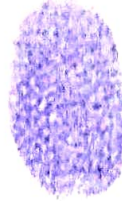
IN WITNESSES WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first herein above written.

SIGNED AND DELIVERED)

By the withinnamed "TRANSFERORS")

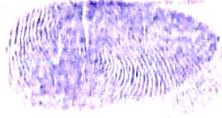
1) MR. HABIB AHMED ISHTIYAQUE HUSSAIN)

Handwritten signature of Habib Ahmed Ishtiyaque Hussain



2) MR. ISHTIYAQUE HUSSAIN MAQSOOD HUSSAIN)

Handwritten signature of Ishtiyaque Hussain Maqsood Hussain



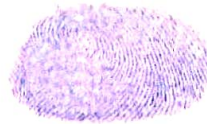
AND

3) MR. RAFIQUE AHMED ISHTIYAQUE HUSSAIN)

Handwritten signature of Rafique Ahmed Ishtiyaque Hussain

In the presence of

Irfan Abdul Kaladiyaa)



Handwritten signature of Irfan Abdul Kaladiyaa

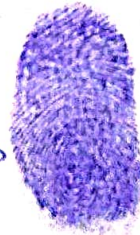


SIGNED AND DELIVERED)

By the withinnamed "TRANSFEEE")

MR. NARPATCHAND C JANGID)

Handwritten signature of Narpatchand C Jangid



In the presence of

Abdul Gaffar Dhanani)



गावाचे नाव : 1) मोगरा

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| विवादाचा प्रकार | वतनारनामा |
| वदला | 8000000 |
| विवादाचा प्रकार (भाडेपट्ट्याच्या वतनारनामा व वतनारनामा देतो की पट्टेदार वतनारनामा देतो) | 7055500 |
| वतनारनामा, पोट्टेदार व वतनारनामा (वतनारनामा) | 1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : रचनांक नं: 603, माळा नं: 6 था मजला, इमारतीचे नाव: अपेक्षा को ओप होऊ गो सी, गगनगिरी टावर, ब्लॉक नं: प्लॉट न 201 शेर ए पंजाब गोसा, रोड : अंधेरी पूर्व मुंबई 400093, इतर माहिती: .((C.T.S. Number : 368 ;)) |
| वतनारनामा | 1) 55.76 चौ.मीटर |
| वतनारनामा विवादात जुरी देण्यात असेल तेव्हा. | 1): नाय:- हकीम अहमद ईश्वरीयक हकीम वय:-39; पत्ता:- प्लॉट नं: 603, माळा नं: 6 था मजला, इमारतीचे नाव: अपेक्षा को ओप होऊ गो सी गगनगिरी टावर, ब्लॉक नं: प्लॉट न 201 शेर ए पंजाब गोसा, रोड नं: अंधेरी पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400093 पॅन नं:-ABEPH1166K |
| वतनारनामा करून देणा-या/विहीन ठेवणा-या वतनारनामा विवादात जुरी देण्यात असेल तेव्हा. | 2): नाय:- ईश्वरीयक हकीम मकसूद हकीम वय:-68; पत्ता:- प्लॉट नं: 603, माळा नं: 6 था मजला, इमारतीचे नाव: अपेक्षा को ओप होऊ गो सी गगनगिरी टावर, ब्लॉक नं: प्लॉट न 201 शेर ए पंजाब गोसा, रोड नं: अंधेरी पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400093 पॅन नं:-ATEPK9566C |
| वतनारनामा करून देणा-या पक्षकाराचे व वतनारनामा देणा-या पक्षकाराचे नाव व पत्ता. | 3): नाय:- रफिक अहमद ईश्वरीयक हकीम वय:-37; पत्ता:- प्लॉट नं: 603, माळा नं: 6 था मजला, इमारतीचे नाव: अपेक्षा को ओप होऊ गो सी गगनगिरी टावर, ब्लॉक नं: प्लॉट न 201 शेर ए पंजाब गोसा, रोड नं: अंधेरी पूर्व, महाराष्ट्र, मुंबई. पिन कोड:-400093 पॅन नं:-ALVPH1864R |
| वतनारनामा करून दिल्याचा दिनांक | 14/12/2015 |
| वतनारनामा करून दिल्याचा दिनांक | 15/12/2015 |
| वतनारनामा करून दिल्याचा दिनांक | 13408/2015 |
| वतनारनामा करून दिल्याचा दिनांक | 400000 |
| वतनारनामा करून दिल्याचा दिनांक | 30000 |
| वतनारनामा करून दिल्याचा दिनांक | |



वतनारनामा विवादात घेतलेला तपशील:-

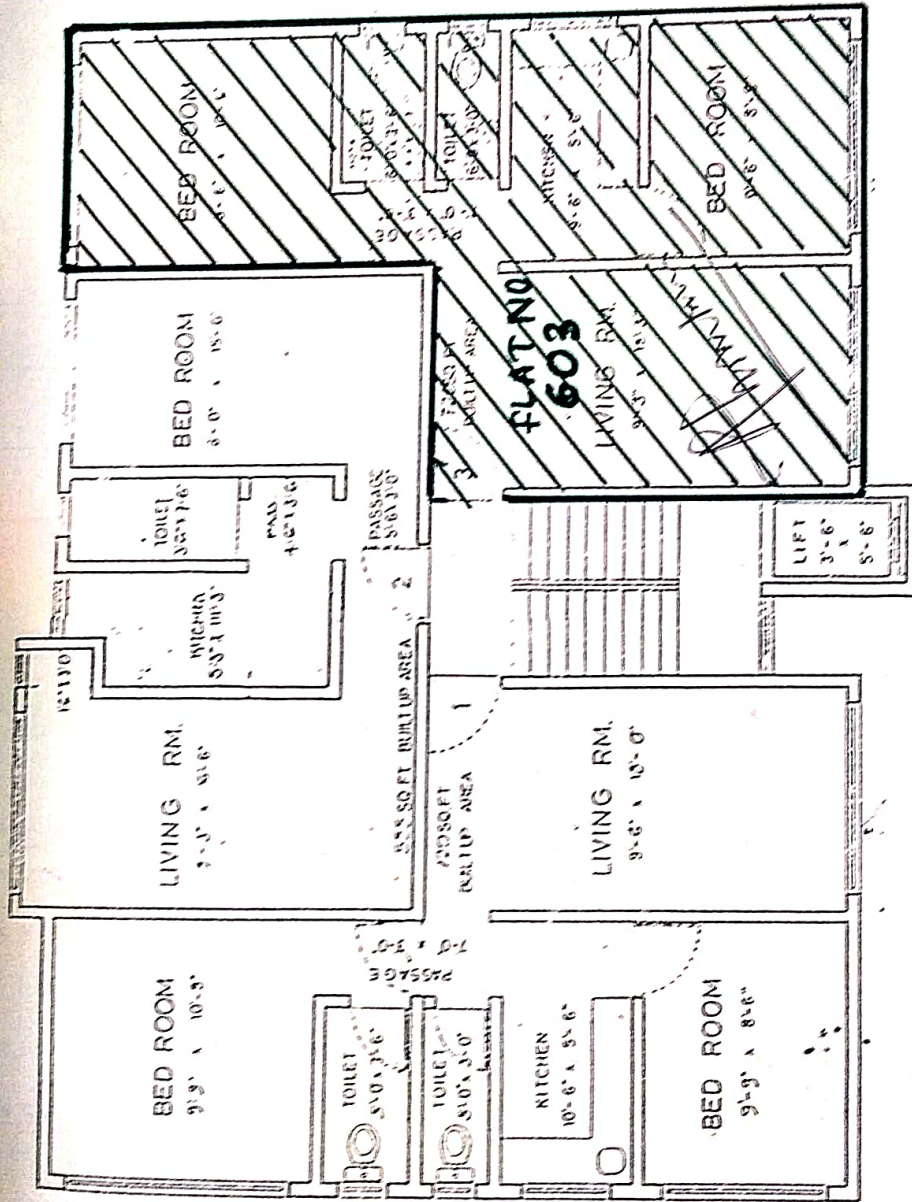
वतनारनामा करून देणा-या पक्षकाराचे नाव व पत्ता

(I) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



खरी प्रत

सह. मुख्य निबंधक, अंधेरी क्र - 6
मुंबई उपनगर जिल्हा.



FLAT NO
603

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TYPICAL FLOOR PLAN 4'5" & 6"

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10/11

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