

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this \_\_\_ day of January, 2025 BETWEEN 1) **MR. HAKIMUDDIN KURBAN HUSEIN** alias **HAKIMUDDIN K. HUSSAIN**, an adult aged 74 years (Pan Card No: **ACUPH8606B** and Indian Passport No. **Z3798401**) & 2) **MRS. ZAINAB BAI HAKIMUDDIN** alias **ZAINABAI HAKIMUDDIN**, an adult aged 72 years (Pan Card No: **AGHPH4784P** and Indian Passport No. **Z5413465**) both Non Resident Indians, presently residing at \_\_\_\_\_ and having permanent address at **Flat No. \_\_\_\_\_, Florentine Co-Operative Housing Society Limited, Main Street, Hiranandani Gardens, Adishankaracharya Marg, Powai, Mumbai 400076**, hereinafter collectively called as “**THE TRANSFERORS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART.

**AND**

1) **MR. VIKAS PANDEY**, an adult aged 46 years (Aadhaar No: **5516 3925 3139** and Pan Card No: **AOPPP7210L**), and 2) **MRS. SUDIPTA ROY**, an adult aged 40 years (Aadhaar No: **5931 9963 1735** and Pan No. **AOLPR2530R**) both Indian Inhabitants, having address at **Flat No. 1001, B-Wing, Florentine Building, Hiranandani Gardens, Powai, Mumbai, Maharashtra 400076**, hereinafter collectively called as “**THE TRANSFEREES**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS THE TRANSFERORS HEREBY EXPRESSLY REPRESENT AND DECLARE TO THE TRANSFEREES AS FOLLOWS:

- a) Whereas by an Agreement for Sale Dated – **07<sup>th</sup> November 1992** made between **M/S. HIRANANDANI ASSOCIATES**, a partnership firm, registered under the Indian Partnership Act, 1932/ a company registered under the Companies Act, 1956, having its office at 514, Dalamal

Towers, Nariman Point, Mumbai-400021, therein referred to as the "Promoter" of the One Part and **1) MR. HAKIMUDDIN K. HUSSAIN and 2) MRS. ZAINABAI HAKIMUDDIN**, therein referred to as the "Purchaser/s" of the Other Part, the latter had purchased and acquired a residential Flat on ownership basis i.e. **Flat No. B-1001/A on the 10<sup>th</sup> Floor in "B" Wing of Florentine Co-Operative Housing Society Limited, situated at Main Street, Hiranandani Gardens, Adishankaracharya Marg, Powai, Mumbai 400076, admeasuring 695 sq. ft. built up area, (hereinafter referred to as the "said Flat")**, more particularly described in the schedule written, the latter for the price and upon the terms and conditions therein contained and paid the full consideration therefore and took the vacant and peaceful possession of the said Flat and thus became the absolute owners of the said Flat.

- b) Whereas the above said Agreement for Sale Dated – **07<sup>th</sup> November 1992** could not be registered with the Sub-Registrar at that time. Hence, **M/S. HIRANANDANI ASSOCIATES**, therein referred to as "the Developers" of One Part and **1) MR. HAKIMUDDIN K. HUSSAIN and 2) MRS. ZAINABAI HAKIMUDDIN**, therein referred to as "the Purchasers" of the Other Part, with respect to the said Flat, entered into a Deed of Confirmation dated 15<sup>th</sup> February 1996 made and registered before the Sub-Registrar of Assurances vide Sr. No. PBDR3-262-1996 and the execution of the said Agreement for Sale Dated – **07<sup>th</sup> November 1992** came to be confirmed.
- c) Whereas various Purchasers/Transferees of Flats in the building formed a Co-operative Housing Society namely "**Florentine Co-Operative Housing Society Limited**", a Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **BOM/W-S /HSG/TC/8551-98 Dt. 29.06.98** (hereinafter referred to as the "said Society) and the said **1) MR. HAKIMUDDIN K. HUSSAIN & 2) MRS. ZAINABAI HAKIMUDDIN**, became members of the said Society and the said society issued in their favour Five fully paid up Shares of Rs.50/- each, bearing Distinctive Nos. from **926 to 930** (both Inclusive) vide Share Certificate No. **169** (hereinafter referred to as the "said Shares").

**d) Whereas One Podium Car Parking Space bearing No. F-41 (“said Parking”) was allotted by the said Society to THE TRANSFERORS herein vide Letter dated 15<sup>th</sup> September 2002 against the said Flat and thus the TRANSFERORS became entitled to the said Parking.**

e) That the “said Flat” and the “said Parking”, hereinafter collectively referred to as the “said Premises”)

f) That the TRANSFERORS are legally entitled to the said Flat and the said Shares together with benefits attached to it and that neither the TRANSFERORS herein either personally or through any of their agent/s or constituted attorney at the time of execution of this agreement either created or agreed to create any 3rd party rights or right, title, interests or claim whatsoever in respect of the said Flat.

g) That the title of the TRANSFERORS in respect of the said Flat with benefits attached to it is absolutely clear and marketable, free from all encumbrances and reasonable doubts including free from any 3rd party adverse deal, arrangements, understanding, agreement, agreement for Sale, agreement for lease, transfer or assignment, conveyance, release, relinquishment, surrender, gift, exchange, lease, monthly tenancy, leave and licence, charge, mortgage or any other encumbrances.

h) That the TRANSFERORS are in the exclusive and absolute possession of the said Flat with the full lock and key control with the actual custody and dominion over the possession of the said Flat with the said shares and benefits and that neither the TRANSFERORS hereof at any time either agreed to induct or inducted any 3rd party in use, occupation, possession and/or enjoyment of the said Flat or any part or portion whereof, in any way or any manner whatsoever.

i) That the TRANSFERORS herein have not been disqualified or rendered disentitled either at law, equity or otherwise on account of any action, steps or proceedings or any act of commission or omission including any forfeiture, confiscation, acquisition, requisition and/ or reservation and otherwise and there was no and there is no dispute filed or pending or disposed off against them in respect of the said Flat to the knowledge,

notice (expressed and/or implied) and/or information of the TRANSFERORS.

- j) That in the manner aforesaid the TRANSFERORS have truly, honestly, bonafidely and in good faith disclosed to the TRANSFEREES, all the material facts and circumstances in respect of the said Flat with said shares and said benefits without making any untrue, incorrect, dishonest and/or fraudulent and non-bonafide representations (or any misrepresentation to or concealment from the TRANSFEREES in bad faith), of anything whatsoever in that behalf and in any manner whatsoever.

AND WHEREAS upon the strength of the representation and declaration made by the TRANSFERORS to the TRANSFEREES, the parties have negotiated for Sale and purchase of the said Flat/Premises and said benefits with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the Total Consideration price of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh Only)**, payable to the TRANSFERORS with vacant and peaceful possession of the said Flat/Premises with said benefits being handed over to the TRANSFEREES with legal right to have and call for all relevant deeds, documents, papers and writings from the TRANSFERORS and the concerned parties contemplated by law as hereinafter mentioned in these presents with otherwise clear & marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS the TRANSFERORS have informed the said society under the Bye-laws to transfer the shares and interest in the capital/property of the society and obtained the necessary permission from the said society to sell, transfer and assign the said Flat and the said Shares to the TRANSFEREES.

AND WHEREAS now the parties are desirous of executing this regular agreement in respect of the said Flat and the said shares with said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations & covenants in that behalf as hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The TRANSFERORS hereby declare and confirm that what is recited hereinabove in respect of the said Flat and the said shares shall be treated as representations and irrevocable declarations on their part as if the same are reproduced herein in verbatim and form part of this clause. The TRANSFERORS hereby confirm that the TRANSFEREES have agreed to purchase the said Flat and the said shares relying upon the correctness of the declarations and representations made by the TRANSFERORS in these presents.
2. The TRANSFERORS shall sell, transfer, assign and assure to the TRANSFEREES and the TRANSFEREES shall purchase and acquire the said Premises viz. **Flat No. B-1001/A on the 10<sup>th</sup> Floor in "B" Wing of Florentine Co-Operative Housing Society Limited, situated at Main Street, Hiranandani Gardens, Adishankaracharya Marg, Powai, Mumbai 400076, admeasuring 695 sq. ft. built up area, along with One Podium Car Parking Space bearing No. F-41,** more particularly described in the schedule hereunder written free from all encumbrances at or for the price of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakh Only)** being full & final consideration amount to be paid by the TRANSFEREES to the TRANSFERORS in the following manner:-
  - a) **Rs. 40,20,000/- (Rupees Forty Lakh Twenty Thousand Only)**, being the self funding part consideration paid by the TRANSFEREES to the TRANSFERORS, (the details of the Transaction and the receipt whereof the TRANSFERORS doth hereby admit, acknowledge and confirm at the foot of this Agreement).
  - b) A sum of **Rs. 59,80,000/- (Rupees Fifty Nine Lakh Eighty Thousand Only)** being the TDS deposited by the TRANSFEREES in the name of the TRANSFERORS as per Section 195 of the Income Tax Act and Transferees have produced the **TDS paid certificate** to THE TRANSFERORS before the completion of the transaction.

Commented [RS1]: 23.92%

c) The balance consideration of **Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh Only)** towards the Premises will be paid to the TRANSFERORS through bank loan or any financial institution / Self-Funding. The aforesaid payment shall be paid in the name of the TRANSFERORS within **30 days after execution of this Agreement**, against the vacant and peaceful possession of the said Flat, provided the TRANSFERORS produce all the necessary title documents and NOC required by the TRANSFEREES for availing housing loan.

In performing their part of the Agreement, both the parties shall be entitled to specific performance of this Agreement together with right to claim costs, charges and expenses and losses from the other.

3. That the TRANSFERORS declare that they are persons of Indian Origin and non-resident Indians (NRI).
4. It has been expressly agreed by the parties herein, that the time should be of essence of the Agreement, as far as the payment of above given balance consideration and for handing over vacant and peaceful possession of the said Flat/Premises to the TRANSFEREES with clear and marketable title free from all encumbrances.
5. The TRANSFERORS will handover all the original chain of documents and other title deeds to the TRANSFEREES Bank for disbursement of the Loan and shall handover the vacant and peaceful possession of the said Flat on the day of the payment of the full and final consideration amount as stated herein above.
6. If in any event the TRANSFERORS are not able to provide the necessary documents from the Society, not able to provide transfer of the Flat or any legal documents pertaining to the sale or Society NOC for the Sale OR if Society doesn't allow to sell/transfer the Flat in these event the TRANSFERORS will return the entire money paid by the TRANSFEREES till such date. But if the TRANSFERORS back-off from the deal for any other reason except the above mentioned reason then the TRANSFERORS will refund all the money paid by The TRANSFEREES till date including TDS

paid along with the penalty of **Additional Rs. 5,00,000/- (Rupees Five Lakh Only)** in the name of TRANSFEREES via demand draft payable in Mumbai within 15 days and both the parties shall sign and register the Deed of Cancellation.

7. If in any event THE TRANSFEREES fails to complete this **transaction within 30 days after execution of this agreement** for any reason whatsoever except in condition where the Bank/ Financial institutes refuses to disburse loan on condition of legal formalities not being completed from the Society or delay from the TRANSFERORS in providing physical possession of the said Flat/Premises due to any commitment by the TRANSFERORS to the 3rd party made or any 3rd party claim or dispute in the NOC from the Society or if society doesn't allow to sell/transfer the Flat, THE TRANSFERORS will return the entire money paid by the TRANSFEREES till such date. In any other case The TRANSFERORS will deduct **Rs. 5,00,000/- (Rupees Five Lakh Only)** and return all the money paid till such date. THE TRANSFERORS will return the money via a demand draft / Bankers Cheque payable in Mumbai within 15 days and both the parties shall sign and register the Deed of Cancellation.
8. On receiving the balance consideration amount, the TRANSFERORS shall surrender their right, title and interest in favour of the TRANSFEREES and the TRANSFEREES shall be entitled to quietly enter upon, leave, hold, occupy, possess and enjoy the said Flat together with the fittings, fixtures, furniture and other amenities provided by the said TRANSFERORS and absolutely without any let or sub-let.
9. The TRANSFERORS have obtained the necessary permission from the said Society to transfer all their rights, title, claim, interest and benefits whatsoever enjoyed by the TRANSFERORS including the shares, deposits, if any, in favour of the TRANSFEREES and shall co-operate for further assuring in law and for better and more perfectly transferring all the rights, interest and benefits of the TRANSFERORS in respect of the said Flat unto the TRANSFEREES for exclusive use of the TRANSFEREES thereof as aforesaid.

10. The TRANSFERORS further state and declare that they have paid the full consideration in respect of the said Flat and nothing is due and payable by them.
11. The TRANSFERORS have not been adjudicated insolvent nor they have committed any act of insolvency nor is there any order of any Court or Authority restraining the TRANSFERORS or creating any inability in the TRANSFERORS from entering into this Agreement.
12. The TRANSFERORS hereby declare that they face no pending disputes in respect of the said Flat and that they are liable for all unpaid liabilities, under any tax laws including any incidence of stamp duty, registration, municipal taxes and VAT taxes, Service Tax and Society Maintenance. Also The TRANSFEREES are not responsible for any pending liability of the TRANSFERORS under any tax laws including any incidence of stamp duty, registration, municipal taxes and Income Tax, VAT taxes, Service taxes and Society Maintenance.
13. The TRANSFERORS hereby undertake to and agree all liabilities of the TRANSFERORS will be settled with respective parties including the Society and they will not transfer such liabilities to the TRANSFEREES.
14. The TRANSFERORS covenant with the TRANSFEREES that only they are the absolute owners of the said Flat and the said shares hereby agreed to be transferred and sold and no other person or persons has or have any right, title, interest in property claim or demand of any nature whatsoever in or upon the said shares and in the said Flat whether by way of Sale, charge, mortgage, lien, gift, trust, inheritance, lease, licences, easement or otherwise howsoever and they have good right, full power and absolute authority to transfer and sell the same to the TRANSFEREES.
15. The TRANSFERORS further covenant with the TRANSFEREES that they have not created any charge or encumbrance of whatsoever nature on the said shares or the said Flat nor are the same or any of them the subject matter of any litigation or stay order nor are the same or any of them the subject matter of any attachment whatsoever (whether before or after



judgement) or any prohibitory order and they have not created any adverse right whatsoever in favour of any one in respect of the same or any of them.

16. The TRANSFERORS hereby undertake to indemnify and keep indemnified the TRANSFEREES against all claims, demands, proceedings, costs and expenses in connection with any liability which the TRANSFEREES may have to suffer or incur due to the claims from Society, Govt. authorities, Stamp authority, Sub-Registrar, competent authorities and/or any 3rd party relating to the said Flat sustained prior to the execution of these presents.
17. The TRANSFERORS shall hand over to the TRANSFEREES all those relevant papers, documents in their possession and control relating to the said Flat including but not limited to Parking Letter, Share Certificate, Possession Letter etc., immediately on receiving the balance consideration amount and shall also sign such other papers, applications, Society Transfer forms and declarations as may be required by the said TRANSFEREES from time to time for effectual transfer of the said Flat in the name of the TRANSFEREES including Gas and Electricity Meter Transfer.
18. The TRANSFERORS shall also transfer all the deposits like, Electric meter, Society Deposit, Pipe Gas Deposit, or any other deposits or any credit in respect of the aforesaid Flat/Premises to the TRANSFEREES.
19. The TRANSFERORS hereby declare that the said Flat is the self acquired property of themselves and that no one else except them have any right, title and interest in respect of the said Flat and the TRANSFEREES shall after payment of full consideration quietly and peacefully possess and occupy and enjoy the said Flat without any let, hindrance, denial, demand, interruption or eviction by the TRANSFERORS or any other person lawfully or equitably claiming through, under or in trust for the TRANSFERORS.
20. That after receiving the full and final payment as aforesaid from the TRANSFEREES, neither the TRANSFERORS nor their legal heirs, assigns, executors and administrators shall and will have any right, title, interest or claim to the said Flat.

21. The TRANSFERORS hereby covenant with the TRANSFEREES that they shall pay to the said society all their shares of taxes, utility bills and outgoings etc. including but not limited to maintenance and electricity bill up to handing over the possession of the said Flat to the TRANSFEREES.
22. The TRANSFEREES shall become the members of the said society and shall abide by all and singular bye-laws, rules and regulations made and adopted from time to time by the said society and shall regularly pay the monthly maintenance charges in respect of the said Flat to the said society without any default.
23. It is specifically agreed by and between the parties that the Society Transfer Charges of the said society shall be borne and paid equally by both the parties i.e. 50% each.
24. The TRANSFEREES shall lodge the present agreement before the concerned Registrar of Assurances and the TRANSFERORS shall admit their signature on the said Agreement before the said authority within the prescribed time limit as per law.
25. Neither the Government nor any public authority has issued any order under Income Tax Act, Wealth Tax Act, Maharashtra Land Revenue Code or under any statute restraining the TRANSFERORS from selling or disposing of the said Flat or any part thereof in any manner whatsoever.
26. That the TRANSFERORS have not received any notice from the Municipal Corporation of Greater Mumbai and/or Government and/or any other statutory body or authority for acquisition or requisition of the said Flat.
27. It is also agreed by and between the parties that the Stamp Duty and the registration charges in respect of the present Agreement shall be borne and paid by the TRANSFEREES only.
28. It is Expressly and Mutually Agreed by the parties herein, that if due to Wilful Default of any of the parties herein failing to complete the Sale, then

other party shall have right to take legal action under the provisions of Specific RELIEF ACT, 1963, against the defaulting party.

29. This Agreement shall always be subject to the provisions of Transfer of Property act, 1882 and this agreement Shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act, 1963, and this Agreement shall be per the provisions of the Maharashtra Co-operative Societies Act, 1960 (as amended till date) and the rules made there under.

30. This Agreement will operate as Sale Deed upon compliance of all the terms, conditions and obligations as stipulated in this Agreement for Sale, by parties herein. However the TRANSFERORS shall make themselves available in the event the TRANSFEREES desire to execute Sale deed..

31. This Agreement for Sale have been explained to "THE TRANSFERORS" and "THE TRANSFEREES" and the rights, duties and obligations under this Agreement for Sale have also been explained and interpreted to "THE TRANSFERORS" and "THE TRANSFEREES" have signed the Agreement for Sale after reading and understanding the contents of the said Agreement for Sale.

32. This Agreement for Sale shall be governed by the laws of India and the Courts at Mumbai shall have exclusive jurisdiction in any matters arising hereunder.

33. As required by the Income-Tax (Sixteenth Amendment) Rules,1998.

A. The TRANSFERORS state that they are assessed to Income Tax and the Permanent Account Numbers allotted to them is given in name clause above.

B. The TRANSFEREES state that they are assessed to Income-Tax and the Permanent Account Number allotted to them is given in name clause above.

**THE SCHEDULE HEREINABOVE REFERRED TO:**

All that the self contained Flat on ownership basis i.e. **Flat No. B-1001/A on the 10<sup>th</sup> Floor in "B" Wing of Florentine Co-Operative Housing Society Limited, situated at Main Street, Hiranandani Gardens, Adishankaracharya Marg, Powai, Mumbai 400076, admeasuring 695 sq. ft. built up area,** along with **One Podium Car Parking Space bearing No. F-41,** All those pieces or parcels of lands or ground situate, lying and being at Village Powai, Taluka Kurla, bearing C.T.S. No. 4 to 11, 16, 17 to 19 (all parts), in the registration district and sub district of Mumbai city and Mumbai suburban.

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

SIGNED AND DELIVERED BY THE WITHNAMED TRANSFERORS

1) **MR. HAKIMUDDIN KURBAN HUSEIN alias HAKIMUDDIN K. HUSSAIN**

(Signature)

(Left Thumb Impression)

2) **MRS. ZAINAB BAI HAKIMUDDIN alias ZAINABAI HAKIMUDDIN**

(Signature)

(Left Thumb Impression)

SIGNED AND DELIVERED BY THE WITHNAMED TRANSFEREES

(1) **MR. VIKAS PANDEY**

(Signature)

(Left Thumb Impression)

(2) **MRS. SUDIPTA ROY**

(Signature)

(Left Thumb Impression)

In the presence of  
Witness:

1.

2.

**R E C E I P T - I**

RECEIVED of and from the TRANSFEREES (1) MR. VIKAS PANDEY and (2) MRS. SUDIPTA ROY, a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) being the Part Consideration amount in respect of Flat No. B-1001/A on the 10<sup>th</sup> Floor in "B" Wing of Florentine Co-Operative Housing Society Limited, situated at Main Street, Hiranandani Gardens, Adishankaracharya Marg, Powai, Mumbai 400076, admeasuring 695 sq. ft. built up area, along with One Podium Car Parking Space bearing No. F-41, as per the terms of this agreement. The said amount is received in the following manner:-

Bank	Mode of Payment	Date	Amount in INR
			Rs. 40,20,000/-
	TDS		59,80,000/-
		Total	Rs. 1,00,00,000/-

Commented [RS2]: 23.92%

**WE SAY RECEIVED Rs. 1,00,00,000/-**

**1) MR. HAKIMUDDIN KURBAN HUSEIN alias  
HAKIMUDDIN K. HUSSAIN**

**2) MRS. ZAINAB BAI HAKIMUDDIN alias ZAINABAI  
HAKIMUDDIN  
(Transferors)**

Witness:

1. \_\_\_\_\_ 2. \_\_\_\_\_

CONFIDENTIAL