# AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this \_\_\_ **day of March 2025**

# BETWEEN

1. **MRS.GEETIKA HARKISHIN VASWANI , aged 54 years having Pan No. AGLPV5985C (2) MR.HARKISHIN HARNAM VASWANI , aged 62 years having Pan No.ACNPV5131G** an adult, Indian Inhabitant, having Residing at Shop No.A-101, Nandini CHS. LTD, Azad Nagar ,Seven Bungalows, Off.J.P. Road, Near Axis Bank,Andheri -West,Mumbai -400053.hereinafter referred to as the **"****VENDORS"** (which expression unless it be repugnant to the context or meaning thereof shall mean and include **her** heirs, executors, administrators and assigns) of the **ONE PART;**

# AND

**(1)MR. SHAHNAWAZ LIYAKAT ALI, aged 30 years having Pan No.KYSPS7881B** an adult, Indian Inhabitant, having address at 61, Mohalla Maniharan, 11,Fatehullaganj ,Thakurdwara ,Moradabad ,Uttar Pradesh -244601 **(2)MR. DANISH AKHLAQ, aged 35 years having Pan No. AQTPA2161M** an adult, Indian Inhabitant, having address at Room No.920,B.M.C. Colony,Marve Road,Malwani,Gate No.5, Malad -West,Mumbai -400095. **(3) SAHIL AALAM, aged 24 years having Pan No.CKOPA2184F** an adult, Indian Inhabitant, having address at Mohalla Halwaiyan post Kiratpur,Bijnor,Uttar Pradesh -246731 **(4) MO. SHADAN LIYAKAT ALI ,aged 31 years having Pan No.NPGPS2728M** an adult, Indian Inhabitant, having address at 61, Mohalla Maniharan, 11,Fatehullaganj ,Thakurdwara ,Moradabad ,Uttar Pradesh -244601. hereinafter referred to as the **"****PURCHASERS"** (which expression unless repugnant to the context or meaning thereof shall mean and include **their** heirs, executors, administrators and assigns) of the **OTHER PART;**

**W H E R E A S:-**

1. Maharashtra Housing and Area Development Authority (M.H.A.D.A) is the owner of interalia a plot of land admeasuring 757.46 sq. Meters or thereabout forming part of the land bearing Survey No.133 (part) City Survey No.838 situated at Azad Nagar -II ,off veera Desai Road,Andheri -West, Mumbai -400 053.in the Registration District and Sub -District of Mumbai City and Mumbai Suburban within the limits of the Municipal Corporation of Greater Mumbai and hereinafter referred to as the **Said Plot.**
2. Mumbai Housing and Area Development Board, an unit of M.H.A.D.A, had in or about the year 1960 constructed a building being Building No.42 consisting of ground and Three upper Floors having 32 tenements on the said plot. By various agreements the Mumbai Housing and Area Development Board had sold the 32 tenements in the Building No.42 to various persons for the consideration and upon the terms and conditions therein mentioned. The said purchasers of the tenements in the Building No.42 formed themselves into a co-operative Housing Society and got the same registered in the name of AZAD NAGAR SANGAM co-operative Housing Society. ( hereinafter referred to as the said “Society”) under No.**MUM/MHADB/HSG/(TC)/12145 OF 2003.**
3. In pursuance of the various meeting of the members of the said Society and resolutions passed in the meeting of the said Society for Redevelopment of the said property by a Development Agreement dated 15/04/2008 ,registered with the Sub -Register of Assurance at Bandra -1 under BDR -1-6352 of 2008 (here in after referred to as the said Development Agreement ) made between the said society i.e. Azad NAGAR SANGAM Co-operative Housing Society Ltd. (therein referred to as the Society) of the One part and the Developers herein ( therein referred to as the Developers) of the Other part, the said Society had granted to the Developers the development rights in respect of the Said Property for the consideration and upon the terms and conditions therein mentioned.
4. By 32 different Tripartite agreements made between the Developers the said Society and the respective member of the said Society, the Developers have entered into the Agreement for Alternate Accommodation with the existing 32 members of the said Society.
5. Upon execution of the said Development Agreement dated 15/04/2008 the said Society had granted to the Developers the Licence to enter upon the said property to develop the same by demolishing the said old Building No.42 and to carry on construction thereon as provided in the said Development Agreement.
6. Pursuant to an agreement made at Mumbai this dated 07/07/2014 and registered with the office of the Sub-Registrar of Assurances ,Andheri-3,under serial number BDR-9-5174-2014.(hereinafter referred to as “The said Agreement”,made by and between M/S. DHANA -SHREE DEVELOPERS, a partnership firm registered under the Indian Partnership Act,1932, having their registered office at 324/04,Trimurti ,Hingwala Cross Lane, Ghatkoper -East,Mumbai -400075.(therein referred to as The Developers) of the and **(1) MRS.GEETIKA HARKISHIN VASWANI (2) MR.HARKISHIN HARNAM VASWANI therein referred to as “THE PURCHASERS” the** purchasers have purchased the said premises,in the Building Known as “**DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area hereinafter referred to as the :The Said SHOP” and more particularly described in the Schedule.**

WHEREAS THE VENDORS is the Member of **Azad Nagar Sangam Co-operative Housing Society Limited**” a society duly registered under the provisions of Maharashtra State Co-Operative Societies Act, 1961, under Registration No. M.U.M/M.H.A.D.B/ H.S.G/ (T.C.)/12145/20/11-2003, (hereinafter referred to as “the Said Society”),Hereinafter referred to as the ‘SAID SOCIETY’ **and by virtue of being the member of the said Society, holding Five Share bearing No.181 to 185 (both Inclusive) Share Certificate No.37**  and by virtue of being the member of the said Society, have been holding **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** in the said Society known as  **Azad Nagar Sangam Co-operative Housing Society Limited**. C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali

, Mumbai Suburban District, more particularly described in the Schedule hereunder written (hereinafter referred to as “THE SAID SHOP”) on what is known as Ownership Basis.

AND WHEREAS the VENDORS has since paid the full and entire consideration there of to the concerned authorities and is presently holding the said **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, hereinafter referred to as the "SAID SHOP" on Ownership Basis.

AND WHEREAS THE VENDORS by virtue of being the member of the said Society, the **Azad Nagar Sangam Co-operative Housing Society Limited,** The VENDORS has been issued **Share Certificate No.37 and Member’s Registration No. 37** for fully paid Five shares of Rs. 50/- each bearing **distinctive Nos. 181 to 185** (Both Inclusive).

AND WHEREAS the VENDORS is absolutely seized and possessed of and well and sufficiently entitled to the Said Shop and the said shares of the Society viz. **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053**.

AND WHEREAS the VENDORS has represented to the PURCHASERS that they has been holding the said Shop along with the Five shares as stated hereinabove and being the member of the said society, they are desirous of disposing off they rights, title and interest in the said Shop along with the Five shares and the membership of the said Society and the PURCHASERS herein have agreed to acquire all the right, title and interest of the VENDORS in the said Shop along with Five shares, issued to his and the membership of the said society on the following terms and conditions :

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1. The VENDORS hereby agrees to sell, transfer and assign all his rights, title and interest in the Said **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, Mumbai Suburban District and the PURCHASERS have agreed to acquire all their rights, title and interest in the said Shop, along with the Five shares and the membership of the said Society.
2. The VENDORS hereby states and declares as under :
   1. That they are the sole and absolute owner of the said **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, Mumbai Suburban District
   2. That they have not entered into any Agreement for sale, disposal or letting out the said Shop with any other person or persons and that they are seized and possessed of the said Shop.
   3. They have full right, power and absolute authority to deal with and marketable title and dispose of the said Shop to anybody.
   4. That the said Shop is free from all encumbrances and the same is not mortgaged or in any manner charged for payment or in any manner charged for payment of any money to any person or financial institution and /or nationalized Bank or Co-operative Bank.
   5. They have paid full consideration for the said Shop and that no part thereof have been unpaid or outstanding etc. to any person or persons or any authority or to the said builder.
   6. They have complied with and observed and abided by all the terms and conditions of the original Agreements and that their ownership of the said Shop is still subsisting.
   7. The said Shop is not affected by any impendent or insolvency proceedings or any prohibitory orders from income tax department or any other taxation authority restraining the Vendors form dealing with or parting with the possession of the said Shop.
   8. They have paid their share of Municipal taxes, water and maintenance charges and all other outgoings in respect of the said Shop upto date and till the date of possession it is handed over to the PURCHASERS and no part thereof have been remained unpaid or outstanding.
   9. If any of the aforesaid declarations turns out to be false or if any person or persons make any claim in respect of the said Shop and thereby otherwise the PURCHASERS is being put to any losses, expenses or prejudice otherwise, the VENDORS shall indemnify and keep indemnified the PURCHASERS against all such losses and expenses.
3. The VENDORS agrees to transfer all their rights, title and interest in the Said Shop along with Five shares of the said society in **Share Certificate No.37 and Members Registration No. 37**, bearing distinctive nos. from 181 to 185 (Both Inclusive) pertaining to the use and occupation of the said Shop being **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, Mumbai Suburban District and the membership of the said society for a total consideration of **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only)** and the PURCHASERS herein have agreed to acquire the same on payment of **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only)** .The VENDORS hereby agrees to sell and transfer all their beneficial rights, title and interest in respect of said **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, Mumbai Suburban District for a total consideration of  **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only)** being the total consideration payable by the PURCHASERS.
4. AND WHEREAS the Vendors has agreed to sell and transfer to the PURCHASERS the said Shop and Shares of the said Society and the PURCHASERS have agreed to purchase and acquire all rights, title, and interest of the Vendors in the said Society/Shop together with the permanent and absolute right of use and occupation of the said Shop along with the deposits paid to the concerned authorities for the total price of **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only)** including 1% T.D.S on the following terms and conditions:
5. The Purchasers shall deduct tax, at the rate of (1%) of the Sale Consideration, i.e. a sum of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand Only) (which shall form the part of sale consideration amount) in terms of the Central Board of Direct Taxes Notification under the Finance Act, 2013 which is under the provisions of Section 194-IA of the Income Tax Act, 1961. Within fifteen (15) days from the date of making payment to the Government, the Purchasers shall forward the copy of the challan of payment to the Vendors. In any event the Purchasers shall be liable and responsible to comply with the provisions of the Notification and indemnify and keep indemnifying the Vendors in respect thereof. -
6. The PURCHASERS have **already paid to THE VENDORS the sum of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) by Cheque/Transfer being the** earnest money / part consideration amount on or before the execution of this Agreement for Sale as per the particulars mentioned in the receipt hereafter (the payment and receipt whereof the VENDORS both hereby admits and acknowledges).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Cheque No. | Bank Name | Amount | Name Purchaser |
| 19/02/2025 | 340627 | Union Bank of India | 20,00,000/- | Shanawaz Liyakat Ali |
| 21/02/2025 | 340629 | Union Bank of India | 10,00,000/- | Shanawaz Liyakat Ali |

1. **Rs.1,00,00,000/- (Rupees One Crore Only)**

Being the full & final balance consideration to be paid by way of Housing Loan and / or any other financial Institute from their own self funds on or before the expiry of 30 working days from the date of Registration of the said Agreement for Sale.

Being the full & final consideration **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only) including 1% T.D.S**

8. The VENDORS will hand over to the PURCHASERS the vacant and peaceful possession of said Shop on receipt of full and final consideration amount of this agreement after which there shall be no claim of whatsoever nature in the said Shop or any part thereof either from the VENDORS or from anybody claiming through under or in trust for the VENDORS. The PURCHASERS shall thereafter be the absolute and exclusive owner of the rights which the VENDORS has in the said Shop and the shares.

The VENDORS shall deliver to the PURCHASERS vacant and peaceful possession of the said Shop in the present condition on completion of the sale i.e. on receipt of the full and final consideration by VENDORS from PURCHASERS

The VENDORS undertakes to pay and clear off the charges payable to the society by way of Municipal Taxes and other Society outgoings/dues or any nature whatsoever relating to the said Shop up to the date of said Agreement Registration of the said Shop to the PURCHASERS.

1. The PURCHASERS hereby agrees to pay all charges payable by way of Municipal Taxes, and other Society outgoings/ dues relating to the said Shop from the date of said Agreement Registration of the said Shop and hereby declare and confirm that he will abide by the rules and regulations and bye-laws of the Society, without any reservation whatsoever.
2. The VENDORS shall also pay and clear the Electricity bills relating to the said Shop up to the date of handing over the possession of the said Shop to the PURCHASERS and hereby agree to keep the PURCHASERS indemnified against any such claims that may be made by the above said Society, Electricity Ltd. or any person/s and/or party/parties in respect of the said Shop for the above period at a later date in respect of the said Shop.
3. The VENDORS hereby declares unto the PURCHASERS that they have in no way created any charge, lien, mortgage, liabilities or any other encumbrances on the said Shop and the shares owned by the VENDORS or on the rights, benefits and privileges enjoyable by the VENDORS as member of the society. The VENDORS also hereby declares that the said Shop, or membership rights of the VENDORS is not a subject matter of litigation, court order or Decree whatsoever. Should the PURCHASERS be required to suffer, incur or meet any expenses or losses due to or on account of or by the reason of any declaration as aforesaid by the VENDORS being found out to be false or untrue at time hereinafter, the VENDORS hereby agrees to indemnify and keep indemnified the PURCHASERS against all such expenses and losses including the expenses incurred by the PURCHASERS for enforcing the said indemnity hereafter contained.
4. On receiving full and final consideration the VENDORS hereby relinquishes and surrenders all they right, title and interest in the membership of the said Society, the Share Certificate and the said Shop in favour of the PURCHASERS forever.
5. On receiving full and final consideration the VENDORS will hand over all They original documents along with the original share certificate pertaining to the said Shop to the PURCHASERS.
6. The VENDORS will execute all they relevant papers required for the effective transfer of the said Shop. However, in future, they undertakes to co-operate with the PURCHASERS and will execute all such further papers/documents/writings whatsoever for the effective transfer of the said Shop along with the said shares in the name of the PURCHASERS.
7. The Society's transfer charges will be paid by the Vendors and Purchasers equally and However, the Stamp Duty and the Registration Charges on this Agreement will be borne and payable by the PURCHASERS alone. The PURCHASERS indemnifies the VENDORS from any such claim laid in this respect.
8. Should there be any claim in respect of the said Shop from any person or persons or any other authority pertaining to any period prior to the transfer of the said Shop in the name of the PURCHASERS, the VENDORS hereby agrees to indemnify the PURCHASERS against any such claims from their own funds only and taking all the legal responsibilities upon his.
9. The VENDORS hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the above said Shop and the said shares has been made and/or created by the VENDORS and/or any one claiming through his prior to this day, in favour of any person or persons other than the said PURCHASERS, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, inoperative, cancelled and deemed to be withdrawn and not binding upon the said society/builders and/or PURCHASERS.
10. The VENDORS hereby declares that no member either major or minor of the family has any right, title and interest in the said shares and the said Shop in any manner whatsoever and that she is in exclusive use and/or occupation of the said Shop in any manner whatsoever.
11. The VENDORS hereby undertakes to furnish any other documents which may be required by the PURCHASERS to make the title of the said Shop complete and absolute without claiming any extra charges or compensation. The VENDORS also agrees and undertakes to sign any other documents or forms for the payment of Stamp Duty to be paid on this Agreement.`
12. Subject to provision of clause No. 3 above of this Agreement for Sale the VENDORS hereby transfers the said shares and his interest in the said Shop to the PURCHASERS and the PURCHASERS are entitled to hold, possess and occupy and enjoy the said Shop No.05 without any let, hindrance, denial, demand, interruption or eviction, claim or demand by the VENDORS or any one claiming through his. The VENDORS hereby further declares that he has full right and absolute authority to enter into this Agreement for Sale and that he has not done or performed any act, deed, matter or things whatsoever whereby he may be prevented from entering into this Agreement for Sale as purported to be done hereby or whereby the PURCHASERS may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quite and peaceful enjoyment and possession of the PURCHASERS in respect of the said Shop be disturbed and in the event of it being found that the VENDORS was not entitled to enter into this Agreement for Sale and transfer his right ought or purported to be transferred hereby and the PURCHASERS are not able to enjoy quite and peaceful possession of the said Shop due to any such reasons the VENDORS shall within the limit of the consideration mentioned hereinabove and received be liable to compensate, indemnify and/or reimburse the PURCHASERS may suffer or sustain in this behalf within the limit of consideration mentioned hereinabove.
13. This Agreement for Sale upon compliance of all the terms, conditions and obligations as stipulated in this Agreement for Sale by parties herein the Vendors and the Purchasers, including that of the Vendors handing over vacant and peaceful physical possession of the said Shop no.05 to the Purchaser against the receipt of full and final consideration by the Vendors from the Purchaser.
14. This Agreement has been executed in Mumbai, the payments are made in Mumbai and the Said Shop is situated in Mumbai, hence it is subject to jurisdiction of Mumbai's court of law.

# SCHEDULE OF THE PROPERTY

ALL THAT Shop premises being **DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053.area admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area** C.T.S. No. 838, Taluka Andheri ,Village:- Ambivali, Mumbai Suburban District , Mumbai Suburban District., lying being and Piece or parcel of land bearing situated in the Registration Sub-District of Mumbai City and Mumbai Suburban, within Greater Mumbai.

Area of Shop : **admeasuring 17.308 sq. Meters Carpet Area (inclusive of AHU area ) equivalent to 27.69 Sq. Meter Built up area**

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

SIGNED AND DELIVERED by the

Within named **"VENDORS"**

**MRS.GEETIKA HARKISHIN VASWANI ,**

**MR.HARKISHIN HARNAM VASWANI**

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED AND DELIVERED by the

Within named **"PURCHASERS"**

**MR. SHAHNAWAZ LIYAKAT ALI,**

**(2)MR. DANISH AKHLAQ,**

**(3) SAHIL AALAM,**

**(4) MO. SHADAN LIYAKAT ALI**

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**R E C E I P T**

RECEIVED of and from the within named **PURCHASERS**, **MR. SHAHNAWAZ LIYAKAT ALI, (2)MR. DANISH AKHLAQ (3) SAHIL AALAM (4) MO. SHADAN LIYAKAT ALI,** a sum of **Rs. 30,00,000/-(Rupees Thirty Lakhs Only)**  being the part Payment out of total Consideration of **Rs. 1,30,00,000/-(Rupees One Core Thirty Lakhs Only)** for the sale and transfer of DHANA -SHREE HEIGHTS” shop No.05,Ground Floor,Azad Nagar Sangam Co-operative Housing Society Limited, Building No.42, Azad Nagar No.2,Veera Desai Road, Andheri -West,Mumbai-400053 as under:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date | Cheque No. | Bank Name | Amount | Name Purchaser |
| 19/02/2025 | 340627 | Union Bank of India | 20,00,000/- | Shanawaz Liyakat Ali |
| 21/02/2025 | 340629 | Union Bank of India | 10,00,000/- | Shanawaz Liyakat Ali |

**I SAY RECEIVED**

**Rs. 30,00,000/-**

**MRS.GEETIKA HARKISHIN VASWANI**

**MR.HARKISHIN HARNAM VASWANI**

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#### WITNESS: -

1)

2)