

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai this _____ day of **August, 2026**

B E T W E E N

1) KHURSHIDA W/O TAUQEER ALI MEHMOOD HASAN, aged of 62 years, having Pan No.**FKDPK3511C**, **2) TABASSUM D/O TAUQEER ALI MEHMOOD HASAN**, aged of 42 years, having Pan No.**BHAPT5446B** **3) ERAM RAHAT D/O TAUQEER ALI MEHMOOD HASAN**, aged of 38 years, having Pan No.**ACTPE3275E**, **4) BABY HUMERA D/O TAUQEER ALI MEHMOOD HASAN**, aged of 27 years, having Pan No.**FCAPA0140L**, **5) TOUSIF S/O TAUQEER ALI MEHMOOD HASAN** aged of 42 years, having Pan No.**BQZPT2410F** & **6) MOHD ZEESHAN S/O TAUQEER ALI MEHMOOD HASAN**, aged of 33 years, having Pan No.**ABWPZ8370K**, all adult, Indian Inhabitant of Mumbai, residing at Village Manjhera Shakru, Post Manjhera Shakru, Nagina, Bijnor, Nagina, Uttar Pradesh 246762, 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. ABDUL KALAM SHUKRULLAH SHAIKH, aged of 46 years, having Pan No.**BNXPS6628H**, also adult, Indian Inhabitant of Mumbai, residing at Room No.23, Murad Mohd Makrani Chawl, Subhash Road, Near Makrani Chawl, Jogeshwari East, Mumbai 400060, 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**;

Whereas

[1] Zahida W/O. Javed Ali Mehmood Hasan [1b] Wasim S/O. Javed Ali Mehmood Hasan [1c] Nadeem S/O. Javed Ali Mehmood Hasan [1d] Parvez S/O. Javed Ali Mehmood Hasan [1e] Shadab S/O. Javed Ali Mehmood Hasan [1f] Sahbaz S/O. Javed Ali Mehmood Hasan [1g] Sanu S/O. Javed Ali Mehmood Hasan And [1h] Faraz S/O. Javed Ali Mehmood Hasan (hereinafter called “the said Zahida & Others”) along with [2] Tauqir Ali Mehmood Hasan (since deceased, hereinafter called “the said Deceased”), [3] Wajid Ali Mehmood Hasan [4] Sajid Ali Mehmood Hasan [5] Maqsood Ali Mehmood Hasan and [6] Akhtar Ali Mehmood Hasan , (hereinafter referred to as the said “The said Deceased and the said Wajid Ali & Others”) were the Owners of all that piece or parcel of land situate at Subhash Nagar, Jogeshwari-East, bearing Survey No.10 (part) and 11, Hissa Nos. 7, 8 and 9 Part corresponding to CTS No. 253, 253/1 to 26 admeasuring 1303 sq mtrs as per the Deed of Assignment and Conveyance but admeasuring 1224.9 sq.mtrs or thereabouts as per the City Survey Record along with the structures standing thereon in the Registration Sub-district and District of Bombay City and Bombay Suburban along with Leasehold rights under the Lease dated 11/2/1961, which is more particularly described in the First Schedule hereunder written (hereinafter called “the said Property”).

AND WHEREAS the said property has been declared Slums under the Provisions of Slum Rehabilitation Scheme (SRA). The said property consisted of three chawls type structured constructed in haphazard manners conditions of divide of any infrastructure and other facilities which were occupying by 45 tenements in occupation of tenants/occupants of the Owners.

AND WHEREAS By a Articles of Agreement dated 26TH March, 2007 made between 1) Zahida & (1h) others and [2] Tauqir Ali Mehmood Hasan & others as the Owners of the One Part and Abdullah Habib Sunesara as the Developer of the Other Part, the said Zahida & Others and The said Deceased and the said Wajid Ali & Others, agreed to grant development rights and then sell to the Developer the said property at or for the price and on the terms and conditions including inter alia allotment of residential and non residential premises in the new building/s to be constructed by the Developer on the said property in lieu of the premises in their possession as recorded therein. The said Articles of Agreement dated 26TH March, 2007 is registered at the Office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR/15/2149/2007 on 26.3.2007.

Simultaneously with the execution of the said Agreement the said 1) Zahida & (1h) others and [2] Tauqir Ali Mehmood Hasan & others as the Owners of the One Part executed an irrevocable General Power of Attorney dated 26TH March, 2007 in respect of the said property in favour of Developer. The said Power of Attorney is registered before the Sub-Registrar of Assurances at Bandra under Sr. No.BDR-15/218 of 2007.

The said Development Agreement has inter alia provided that in addition to the monetary consideration of Rs.36,00,000/- which the Developer has already paid to the Owners the Developer has also agreed to provided certain residential and commercial premises free of costs to the Owners as recorded in the paragraph 4,5,6 of the said Development Agreement.

In pursuance of the said provisions as to allotting certain residential and commercial premises free of costs, as recorded in the Development Agreement dated 26TH March 2007 the Developer had inter alia allotted to the Zahida and others being Owners/Allottee herein one Flat, admeasuring approximately 400 Sq.Ft. Carpet area (35.96 Sq.mtr carpet area) and one Commercial premises admeasuring approximately 150 Sq.Ft. Carpet area (13.93 Sq.mtr carpet area) each in lieu of one Shop and one Residential Premises in possession of the said Zahida & Others, in the building known as "Rolex Heights" free of costs.

AND WHEREAS of the land owner Tauqir Ali Mehmood Hasan, died intestate at Mumbai, leaving his wife, daughters and sons namely **1) KHURSHIDA W/O TAUQEER ALI MEHMOOD HASAN, 2) TABASSUM D/O TAUQEER ALI MEHMOOD HASAN, 3) ERAM RAHAT D/O TAUQEER ALI MEHMOOD HASAN, 4) BABY HUMERA D/O TAUQEER ALI MEHMOOD HASAN, 5) TOUSIF S/O TAUQEER ALI MEHMOOD HASAN & 6) MOHD ZEESHAN S/O TAUQEER ALI MEHMOOD HASAN,** are the only legal heirs of the said deceased and representatives.

By an Permanent Alternate Accommodation dated 15TH January, 2024 executed by and between M/s. Square Constructions, therein referred to as the “Owner/Developers” and 1) Khurshida W/o Tauqeer Ali Mehmood Hasan, 2) Tabassum D/O Tauqeer Ali Mehmood Hasan, 3) Eram Rahat D/O Tauqeer Ali Mehmood Hasan, 4) Baby Humera D/O Tauqeer Ali Mehmood Hasan, 5) Tousif S/O Tauqeer Ali Mehmood Hasan & 6) Mohd Zeeshan S/O Tauqeer Ali Mehmood, therein referred to as “Owners/Allottees” and herein referred to as the “Transferors” had acquired a Flat ownership basis bearing **FLAT NO.404**, on the **4TH FLOOR, A-WING**, in the building known as **“ROLEX HEIGHT”**, situated at **SUBHASH NAGAR, JOGESHWARI (E), MUMBAI 400060**, (herein referred to as the said flat premises) admeasuring area of flat is **37.06 Sq.Mtr. (Carpet)** equivalent to **44.61 Sq.Mtr. (Built-up)**, constructed on plot bearing **C.T.S. No.253, 253/1 to 26** at **Village Bandivali**, Taluka Andheri. As more particular described in the said Permanent Alternate Accommodation dated 15TH January, 2024, which has been duly stamped and registered vide Serial No.**BDR16-709-2024 Dated 15-01-2024**. The Transferors are the legal and lawful owners of the said Flat. The Schedule hereunder written and the said **FLAT NO.404**, on the **4TH FLOOR, A-WING**, in the building known as **“ROLEX HEIGHT”**, is hereinafter referred to as the **“SAID FLAT”**.

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 therein.

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 by executing this Agreement with payment of proper Stamp Duty as per the provisions of the Maharashtra Stamp Act-1958.

AND WHEREAS the vacant and peaceful possession of the said Flat will be handed over to the Transferee upon payment of full & final consideration in respect of the said flat. (Subject to realization of full and final consideration).

The Transferors hereby declares that:

- a) They are the lawful, legal and absolute owners of the said Flat including the right, title, interest and benefits attached thereto and no one else has any right, title or interest in the said Flat;
- b) The said Flat is 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;
- 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;
- 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 all the benefits attached thereto in favour of the Transferee;
- e) The said Flat is not attached either before or after the Judgment or at the instance of any Taxation Authorities or any Authorities 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 they are fully competent and entitled to sell, transfer and convey the said Flat to the Transferee;
- f) There are no proceedings pending in any Court of Law relating to or affecting the said Flat;

- g) There are no insolvency proceedings pending or contemplated against the Transferors;
- h) The title to the said Flat is clear, marketable and free from all encumbrances;
- i) That there is no impediment or restraint or injunction against the Transferors in respect of the said Flat whereby they have been prevented from selling or transferring the said Flat to the Transferee;
- j) They have not taken any loan in respect of the said Flat and they have not mortgaged the said Flat.
- k) 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 from the Transferors;
- l) 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;
- m) 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;

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 of the Transferors on receipt of Full and Final consideration from the Transferee in respect of the said Flat.
2. The Transferors being the owner 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 declares and agrees that he shall make payment of full and final consideration amount of **Rs.49,00,000/- (RUPEES FORTY NINE LAKHS ONLY)** as per the terms and conditions in this Agreement, the details of payments are given below:

SCHEDULE OF PAYMENT

- a. The Transferee had paid a sum of **Rs._____/- (RUPEES _____ 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 admits and acknowledges that they have received the amount of **Rs._____/- (RUPEES _____ 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.
- b. The balance consideration of **Rs._____/- (RUPEES _____ ONLY)** shall be paid to the Transferors by the Transferee on or before ____ working days from the date of registration avails Home/Housing loan, from any Bank/Financial Institution, against the said Flat as per the terms and conditions for Home/Housing loan. The Transferors do hereby confirm and agreed that payment of balance consideration as stated above shall be made by Cheque/Pay order to the Transferors as the case may be and the payment made in above manner shall be full and final consideration for sale of the above said Flat in the name of the Transferors. The Transferee hereby irrevocably agrees that if the loan amount will not sanction or delay from the specified period then this deal will be cancelled/ terminated. A cancellation deed will be registered by both the parties and all the cost shall be borne by the Transferee only.
- c. The Transferors shall hand over vacant and peaceful possession of the said Flat to the Transferee on receiving & realization of the full and final consideration.

- d. The Transferors hereby agreed to arrange N.O.C. and No Dues Certificate from the Builder for the Transferee to obtain/acquire the possession of the said Flat and for transfer of the said Flat.
4. The Transferors shall not ask for or demand and/or claim any further amount for the sale and of a transfer of the said Flat in the said building after receiving and realization the full and final consideration.
5. The Transferee hereby agreed to become the registered member of the said building known as i.e. **“ROLEX HEIGHT”**, having its rules and regulations adopted by it or which it may adopt from time to time.
6. The Transferors hereby agreed that they shall clear all the Society/Builder charges, maintenance, outgoings, ground rent and other dues; including Municipal Taxes, Electricity bill of Adani Electricity/Tata Power Ltd., MTNL Ltd., Mumbai Tata Telecom Services, Mahanagar Gas Ltd., bills relating to the said Flat up-to the date of handing over the vacant and peaceful possession of the said Flat. The Transferee shall be liable to pay all Society/Builder charges including Municipal Tax and Electricity Bill of Adani Electricity/Tata Power Ltd. etc. on and from the date of receiving the possession of the said Flat.
7. The Transferors hereby declare and assure that they have not done on or before the date of this Agreement mortgaged, transferred assigned or in any other manner encumbered or alienated their right, title and interest in the said Flat. The Transferors have assured to the Transferee that the said Flat is free from all encumbrances liabilities and no defects in title of the Transferors in the said Flat and has any part and agreed to indemnify and compensate to the Transferee for all or any losses and or damages that incurred by her, if title of the said Flat is found defective and/or the same is claimed by any person and or equity in whatsoever manner.
8. The Transferors have also agreed to sign all the further papers, documents and forms as shall be required for affecting the transfer of the said flat in the name and favour of the Transferee after receiving

and realization of full and final consideration. The Transferors hereby have released, relinquished, given and surrendered all their right, title and interest of the said Flat in favour of the Transferee forever on receipt and realization of the full & final consideration as mentioned hereinabove.

9. The Transferors agreed that they shall not have any right, title and interest of whatsoever nature in the building i.e. **“ROLEX HEIGHT”**, in respect of the said flat and for Share allotment and other expenses and shall not claim refund for any deposit and balance to their credit in the said Builder and with any utility service provider like Adani Electricity, Tata Power Ltd., MTNL Ltd., Mumbai Tata Telecom Services and Mahanagar Gas Ltd., etc after receiving and realization of full and final consideration. The Transferors hereby undertake and declare that in case any nomination, assignment, lien or charge in respect of the said Flat has been made and/or anyone claims through their prior to this day in favour of any person/s other than the said Transferors, the same shall after the execution of these presents be deemed to be Null and Void in operation, cancelled and deemed to be withdrawn and not binding upon the said Builder and/or Transferee herein.
10. The Transferors on receiving and realization the full and final consideration from the Transferee shall hand over all the original documents, papers and deeds of the said Flat & other related original documents to the Transferee.
11. The Transferors hereby undertake to execute any other documents, which may be required by the Transferee to make the title of the said Flat complete and absolute without claiming any extra charges or compensation. The Transferors also agreed and undertakes to co-operate with the Transferee and also to appear personally as and when required, for the Registration of this Agreement with the concerned authorities of Joint Sub-Registrar of Assurances, Mumbai.
12. Relying upon the declarations and representations of the Transferors and believing the same to be true and correct, the Transferee has

agreed to purchase the said Flat. The Transferors hereby agree and undertake to indemnify and keep indemnified the Transferee and her heirs, executors, administrators, successors and assigns in the event they suffers any loss or damage due to any demands or claims by way of tenancy, sub-tenancy, license, lease, mortgage, inheritance, sale, exchange, possession, lien, gift, trust, being brought forward at any time in future by any third party or due to the representations of the Transferors being wrong, to the extent of the loss or damage being suffered by the Transferee or any person or persons claiming through her.

13. Subject to compliance of the provisions of clause 3 aforesaid, the Transferors hereby assign their right, title and interest or claims in the said Flat to the Transferee and the latter is entitled to hold, possess, occupy and enjoy all the benefits there from accrued in the said Flat without any claim liability and/or interruption from the Transferors or anyone taking under or through her. The Transferors also hereby further declares that they have not entered into any Agreement in respect to the said Flat and that they have not be done or performed or caused or suffered to be done or performed any act, Deed, matter or thing whatsoever whereby they may be prevented from entering into this Agreement and transferring the said Flat as purported to be done hereby or whereby the Transferee hereto may be obstructed, prevented or hindered in enjoying all the rights to be conferred or transferred hereby in her favour or whereby the quiet and peaceful enjoyment or possession of the Transferee in respect of the said flat it being found defective that the Transferors are not entitled to enter into this Agreement and transfer their rights sought or purported to be transferred hereby and the Transferee is not able to enjoy the quiet and peaceful possession of the said Flat due to any such reason, the Transferors shall within the limit of the consideration herein reserved and received be liable to compensate indemnify and/or reimburse in full to the Transferee for the loss or damage which the said Transferee may suffer sustain in this behalf.

14. Both the parties namely the Transferors and the Transferee hereby agreed that on the full and final consideration herein received being realized by the Transferors, an application for the transfer of the said Flat in favour of the Transferee shall be made to the concern authorities of **“ROLEX HEIGHT”**. The Transferors agreed to co-operate to the Transferee and sign all further papers, forms and documents to transfer the said Flat in the name and in favour of the Transferee
15. The Transferee hereby agreed to pay Stamp Duty, Registration charges, legal fees and other incidental expenses for this Agreement.
16. Transfer charges payable to the Builders/Developers for the transfer of the said Flat in the name of the Transferee shall be paid by both the parties in equal shares.
17. This Agreement shall always be subject to the provisions in Maharashtra Ownership Flats Act, 1963 and Maharashtra ownership Rules 1964, the Transfer of Property Act, 1882 & The Registration Act, 1908 or any modification, amendment or reenactment thereof the time being in force or any other provisions of applicable thereto.
18. 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.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

Flat bearing **FLAT NO.404**, on the **4TH FLOOR, A-WING**, in the building known as **“ROLEX HEIGHT”**, situated at **SUBHASH NAGAR, JOGESHWARI (E), MUMBAI 400060**, admeasuring area of flat is **37.06 Sq.Mtr. (Carpet)** equivalent to **44.61 Sq.Mtr. (Built-up)**, constructed on plot bearing **C.T.S. No.253, 253/1 to 26** at **Village Bandivali**, Taluka Andheri, in greater Mumbai Registration Sub-District of Mumbai and District land at Village Bandivali, Taluka Andheri. In ward K (East) in Registration District, Sub-Registrar of Assurance.

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 SEALED AND DELIVERED)

By the withinnamed **“Transferors”**)

1) KHURSHIDA W/O TAUQEER ALI MEHMOOD HASAN,

2) TABASSUM D/O TAUQEER ALI MEHMOOD HASAN,

3) ERAM RAHAT D/O TAUQEER ALI MEHMOOD HASAN,

4) BABY HUMERA D/O TAUQEER ALI MEHMOOD HASAN,

5) TOUSIF S/O TAUQEER ALI MEHMOOD HASAN

&

6) MOHD ZEESHAN S/O TAUQEER ALI MEHMOOD)

In the presence of)

.....)

SIGNED SEALED AND DELIVERED)

By the withinnamed **“Transferee”**)

MR. ABDUL KALAM SHUKRULLAH SHAIKH)

In the presence of)

.....)

RECEIPT-I

Received of and from the withinnamed “Transferee”, a sum of **Rs. _____/- (RUPEES _____ ONLY)** as and by way of part consideration in respect for sale of the above said **FLAT NO.404**, on the **4TH FLOOR, A-WING**, in the building known as **“ROLEX HEIGHT”**, situated at **SUBHASH NAGAR, JOGESHWARI (E), MUMBAI 400060**. The details of payment as follows:-

<u>Cheque/RTGS No.</u>	<u>Date</u>	<u>Drawn On</u>	<u>Amount</u>
TOTAL			

We Say Received Rs. _____/-

- 1) KHURSHIDA W/O TAUQEER ALI MEHMOOD HASAN,
- 2) TABASSUM D/O TAUQEER ALI MEHMOOD HASAN,
- 3) ERAM RAHAT D/O TAUQEER ALI MEHMOOD HASAN,
- 4) BABY HUMERA D/O TAUQEER ALI MEHMOOD HASAN,
- 5) TOUSIF S/O TAUQEER ALI MEHMOOD HASAN
- 6) MOHD ZEESHAN S/O TAUQEER ALI MEHMOOD
(Transferors/Owner)

WITNESSES:-

- 1.
- 2.