



AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai on this 07th day of NOVEMBER, 2023 BETWEEN ROYAL DENTAL CLINICS PRIVATE LIMITED {PAN – AAACR0497B}, having its registered Office at 21/22, Diamond Plaza, Laxminarayan Shopping Centre, Poddar Road, Malad (East), Mumbai - 400097, represented by its Director, MRS. SARITA CHAMRIA, aged 63 yrs, hereinafter called and referred as “THE VENDOR” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its present directors, executors, administrators, successors and assigns) of the FIRST PART

AND

MR. CHIRAG DHANSUKH PATEL {PAN - AOBPP4298L}, aged 38 years, an adult Indian Inhabitant of Mumbai, residing at Room no - 1, Sonibai Chawl no - 3, Kasam Baug, Daftary Road, Malad (East), Mumbai - 400097, hereinafter called as “THE PURCHASER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the SECOND PART.

AND WHEREAS the VENDOR is fully possessed and absolute owner of on what is known as "OWNERSHIP BASIS" of Office No- 9 in Basement in the building Known as "DIAMOND PLAZA" of The Laxminarayan Shopping Centre Co-op. Premises Society Ltd. situated at Podar Road, Malad (East), Mumbai- 400097, admeasuring 201.25 sq.fts Built-up area, bearing C.T.S. No:- 348 of Village – Malad (East) and the Society bearing Registration No. BOM/W-P/GNL(C)/1005 of 1986-87 hereinafter referred to as "THE SAID OFFICE" & "THE SAID BUILDING/SOCIETY".

AND WHEREAS by an Agreement dated 29/10/2003 made and entered between MAJITHIA ENTERPRISE (therein referred to as the PARTY OF FIRST PART) and the Vendor herein, ROYAL DENTAL CLINICS PRIVATE LIMITED (therein referred to as the PARTY OF SECOND PART) had acquired the said office No – 9 on Ownership basis for a valuable consideration mentioned therein which was duly stamped and registered vide document no- BDR2/8971/2003 dated 04/12/2003.

WHEREAS the VENDOR is holding Share Certificate No- 131 dated 22/12/2003 of 5 fully paid shares of Rs.50/- each bearing serial no- 631 to 635 (both inclusive) in its name, hereinafter referred to as "THE SAID SHARES".

WHEREAS the VENDOR declares that their membership in the said society is valid and subsisting and not terminated by the said society and they have not received any notice of expulsion of membership or any other notices restraining them from transferring the said Office and the said Shares.

AND WHEREAS an Agreement is arrived at between the parties hereto whereby the VENDOR has agreed to sell, assign, convey, assure and transfer unto the PURCHASER and the PURCHASER has agreed to purchase and acquire from the VENDOR the said Office and all the rights, title and interest of the VENDOR including ownership rights in respect of the said Office and all the benefits and advantages free from all encumbrances at and for the total consideration of Rs.30,00,000/- (RUPEES THIRTY LAKHS ONLY).

AND WHEREAS the PURCHASER has requested to the VENDOR to execute a Sale Agreement, which the VENDOR has agreed to do so in the manner hereafter appearing.

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

- 1) That the VENDOR have agreed to sell, transfer, assign and the PURCHASER hereby agrees to acquire and purchase the said Office No - 9 in Basement in the building Known as "DIAMOND PLAZA" of The Laxminarayan Shopping Centre Co-op. Premises Society Ltd. situated at Podar Road, Malad (East), Mumbai-400097 together with all rights, benefits, titles, shares, sinking fund amount, etc together with the permanent and absolute right to use and occupy the said Office for a total consideration of Rs.30,00,000/- (RUPEES THIRTY LAKHS ONLY).
- 2) It is hereby agreed by and between the parties that the PURCHASER have paid a sum of Rs.10,00,000/- (RUPEES TEN LAKHS ONLY) being part payment of sale consideration amount and the VENDOR has acknowledged the receipt of the same. The Balance amount of the sale consideration i.e Rs.20,00,000/- (RUPEES TWENTY LAKHS ONLY) shall be paid by the PURCHASER within 15 days of registration of this agreement.
- 3) The VENDOR shall hand over vacant and peaceful possession of the said office to the PURCHASER immediately on the day of receipt of balance amount of sale consideration.
- 4) The VENDOR declares that they are absolute owners and/or seized and/or fully possessed and/or otherwise well and sufficiently entitled to the said Office and no other person or persons has or have any right, title, and interest, claim or demands of any nature whatsoever into or upon the said Office either by way of sale, mortgage, charge, lien, gift, trust, inheritance, leave and licence, easement or otherwise any tax liabilities in respect of the said office and is free from all

encumbrances, claims, liens, attachment either before or after judgement and that there is no any adverse claim from any person or any local authorities and that there is no defect in title and that they have good right, full power and absolute authority to sell, assign, convey and/or otherwise transfer the said Office and all their rights, titles and interests including the ownership rights in respect of the said Office unto and in favour of the PURCHASER.

- 5) The VENDOR hereby declare, confirm, represent and warrant to the PURCHASER that there are no Estate Duty, Wealth Tax, Sales Tax, Income Tax, GST or other taxation proceedings either for recovery or otherwise initiated, concluded or pending by any Taxation Authorities or Local Authorities whereby the rights of the VENDOR to deal with the said Office are any way affected & that the title of the VENDOR to the said Office is clear marketable and free from all encumbrances.
- 6) The VENDOR agrees to indemnify and keep indemnified the PURCHASER against any actions, costs, charges and expenses that may be made, suffered incurred or instituted against the PURCHASER and/or any one of claiming through them on account of and/or for breach of any of the representations made by the VENDOR in these presents turn out to be incorrect or and to be false.
- 7) The VENDOR shall hand over to the PURCHASER above mentioned Original Agreement 29/10/2003 & Original Share certificate No - 131 as mentioned above pertaining to the said Office on the day of execution of this agreement.
- 8) That the PURCHASER shall from time to time and at all times, after making balance & final payment of sale consideration amount as per this agreement, peaceably and quietly enter upon, occupy, possess and/or enjoy the said Office and every part thereof hereby sold, transferred, assigned for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the VENDOR and/or their directors, administrators, successors and assigns or by any person or persons claiming or to claim from under or in trust for them.

- 9) The PURCHASER shall hold the said Office free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the VENDOR well and sufficiently saved defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and whatsoever made occasioned and suffered by the VENDOR and/or by any person or persons claiming or to claim from under or in trust for them.
- 10) The VENDOR besides the execution of these presents shall sign and execute such other documents as may be required by the VENDOR to enable the society to transfer the said Office in the name of PURCHASER and for that purpose the VENDOR will do all the necessary acts, deeds, things in the manner so required and shall also resign from the membership of the said society in favour of the PURCHASER with reference to this Agreement.
- 11) Upon payment of full and final payment of sale consideration amount and on receipt of vacant possession of the said office the PURCHASER as the owner shall be entitled to deal with the said Office in such manner as he deems fit.
- 12) On the PURCHASER being admitted as member of the said society the PURCHASER shall abide by the rules and regulations and bye-laws of the said society and pay the regular outgoings as per society bills.
- 13) The VENDOR further declares that from the day of handing over vacant possession of the said shop to the Purchaser, their directors and/or their legal executors, administrators, successors and assigns shall not have any right, title or interest of any nature whatsoever either directly or indirectly in the said Office or in any part or portion thereof together with benefits of any Sinking fund, Repair fund or any other funds of the said Society and the PURCHASER only shall be exclusively entitled to the said Office and said funds.
- 14) The VENDOR shall clear Electricity bills & Society Maintain Bills in respect of the said office till the date of handover of vacant possession of said office to the PURCHASER.

- 15) It is hereby agreed by the VENDOR that they have No Objection to transfer any amount of Deposits Lying with the Adani Electricity Ltd, Municipal authorities or any other such bodies in their names against the said Office, in the name of the PURCHASER.
- 16) The PURCHASER agrees to pay the necessary stamp duty as leviable by the concerned authority on this agreement and to lodge this agreement for registration by paying the registration fees.
- 17) Parties hereto agree and assure each other to procure the Registration of this deed whenever such registration be legally required and necessary to give effect to this deed according to law applicable to the said Office and to appear before the Sub-Registrar concerned and to present the documents for registration, to admit and execute thereof and to receive acknowledgement for such documents.
- 18) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any other provisions of law applicable thereto.
- 19) The VENDOR shall be liable and responsible for and shall make their title to the said Office as clear, marketable and free from all encumbrances. The VENDOR shall at their own cost and risk clear all defects and settle all claims in respect of the said Office up to the date of execution of this agreement and deduce clear and marketable title to the said Office.
- 20) The VENDOR agrees to get the said Office transferred in the name of the PURCHASER in the records of the Society and the Premium/Transfer fee/Donation on transfer of shares payable to the Society in this respect shall be borne and payable by both the parties in equal proportion.
- 21) It is agreed by the parties hereto that if there is any delay or default on the part of either party in performing their respective part of the contract then the aggrieved party shall be entitled to specific performance of this Agreement together with right to claim cost, charges and expenses and losses, from the defaulting party.

- 22) This Agreement is subject to the exclusive jurisdiction of the Courts at Mumbai only.

RECEIPT

RECEIVED a sum of Rs.10,00,000/- (RUPEES TEN LAKHS ONLY) by RTGS dated 03/11/2023 from Union Bank of India towards part payment of sale consideration amount for sale of above mentioned Office No - 9 in Basement in the building Known as "DIAMOND PLAZA" of The Laxminarayan Shopping Centre Co-op. Premises Society Ltd. situated at Podar Road, Malad (East), Mumbai - 400097 from the party of the Second part, MR. CHIRAG DHANSUKHBHAI PATEL.

WE SAY RECEIVED,

WITNESSES :-

- 1.
- 2.

SCHEDULE OF THE PROPERTY

That a Office bearing Office No - 9 in Basement in the building known as “DIAMOND PLAZA” of The Laxminarayan Shopping Centre Co-op. Premises Society Ltd. situated at Podar Road, Malad (East), Mumbai - 400097 admeasuring 201.25 sq.fts Built-up area bearing C.T.S. No :- 348 of Village – Malad (East), Taluka – Borivali of Mumbai Suburban District, hereinabove referred to as “THE SAID OFFICE” & “THE SAID BUILDING/SOCIETY”. AND WHEREAS the said Building has been constructed in the year 2001 and the said Building is having Basement + Ground + 1 upper floor without Lift.

IN THE WITNESSES WHEREOF both the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year as mentioned herein above.

SIGNED SEALED AND DELIVERED }
By the within named “VENDOR” }
 ROYAL DENTAL CLINICS PRIVATE }
 LIMITED, represented by its director, }
 MRS. SARITA CHAMRIA }

in the presence of

1.

2.

SIGNED SEALED AND DELIVERED }
BY the within named “PURCHASER” }
 MR. CHIRAG DHANSUKH PATEL }

in the presence of.....

1.

2.