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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 15TH day of March
2017,

BETWEEN

SHRI VITTHAL TULSIDAS CHOKSI, aged about 73 years & **SMT KALPANA VITTHAL CHOKSI**, aged about 69 years, Indian Inhabitants, residing at Flat No 5, Pavlova, 2ND Floor, 10 Little Gibbs Road, Mumbai 400006, hereinafter referred to as "the TRANSFERORS" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include their respective legal heirs, legal representatives, executors, administrators, successor-in-interest till the last survivor and permitted assigns) of the ONE PART

AND

SHRI. MUKESH MOTILAL CHOWATIA, aged about 44 years & **SHRI. RITESH MOTILAL CHOWATIA**, aged about 43 years, Indian Inhabitants, residing at 602, Rajendra Vihar Co-op HSL, 12th Khetwadi Cross Lane, Khetwadi, Mumbai 400004, hereinafter referred to as "the TRANSFEREES" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their respective legal heirs, legal representatives, executors, administrators, successor-in-interest till the last survivor and permitted assigns) of the OTHER PART.

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WHEREAS the TRANSFERORS are the absolute owner and exclusive possession along with SHARE CAPITAL of or otherwise well and sufficiently entitled to the premises bearing No. 720 on the 7th floor having a carpet area of 280 sq.ft. or thereabouts in the society known as "Prasad Chambers Premises Co-op Society Limited, having registration No. Bom. Hsg. No. 2296 of 1970 Dated 06-02-1970 and Building known as Prasad Chambers, at 719, Prasad Chambers, Swadeshi Mills Compound, Opera House, Mumbai 400004, the City Survey No 1487(Part) of Girgaum Division in the Registration District & Sub District of Mumbai. & the construction of the building was completed in the year 1968 which consist of Ground +10 floors and is having 4 lifts (more particularly described in the schedule hereunder written).



AND WHEREAS by an agreement between the Builders namely M/s Ajanta Constructions Co has sold the said premises to M/s GELIKEPS DISTRIBUTERS, a Partnership Firm for the total consideration of Rs. 11,200/- (Rupees Eleven Thousand Two Hundred only).

AND WHEREAS M/s GELIKEPS DISTRIBUTERS, a Partnership Firm, vide an agreement Dated 12th May 1977 has sold the said premises to SHRI VITTHAL TULSIDAS CHOKSI for the total consideration of Rs.43,500/- (Rupees Fourty Three Thousand Five Hundred only).

AND WHEREAS SHRI VITTHAL TULSIDAS CHOKSI, vide an registered deed of Gift Dated 21st October 2016 has desired to gift and transfer his one half undivided share in the said premises in favour of his wife SMT KALPANA VITTHAL CHOKSI, and Where as she had

accepted the said gift by being the party to the said deed with intention that Donor and Donee will now holds the said premises jointly, each one being entitled to one half undivided interest in the said property and every part thereof.

AND WHEREAS SHRI VITTHAL TULSIDAS CHOKSI & his wife SMT KALPANA VITTHAL CHOKSI, "the TRANSFERORS" are the absolute owner and exclusive possession along with SHARE CAPITAL of or otherwise well and sufficiently entitled to the premises bearing No. 720 along with Share Certificate No. 2461 to 2465 for five fully paid-up shares of Rs.50/- (Rupees Fifty only) each bearing distinctive numbers from 2461 to 2465 (Both numbers inclusive) duly transferred by society vide transfer dated 06/01/2017, Transfer No. 622 in favour of "the TRANSFERORS" herein.

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AND WHEREAS the TRANSFERORS herein have agreed to assign all their right, title, interest, shares certificate, assets & deposits and the Transferees have agreed to purchase, acquire and takeover the said premises for a total sale consideration of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) on terms, conditions and obligations hereinafter mentioned.

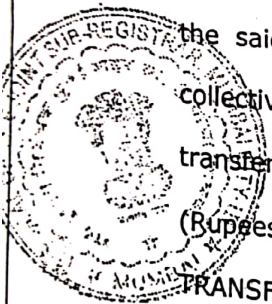
NOW THESE PRESENTS WITNESSETH AS FOLLOWS:

1. The TRANSFERORS are the absolute owner and exclusive possession along with SHARE CAPITAL of or otherwise well and sufficiently entitled to the premises bearing No. 720 on the 7th floor having a carpet area of 280 sq.ft. or thereabouts in the society known as "Prasad Chambers Premises Co-op Society Limited, having

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registration No. Bom. Hsg. No. 2296 of 1970 Dated 06-02-1970 and Building known as Prasad Chambers, at 719, Prasad Chambers, Swadeshi Mills Compound, Opera House, Mumbai 400004 (more particularly described in the schedule hereunder written).

2. The TRANSFERORS have agreed to sell and the TRANSFEREES have agreed to Purchase premises bearing No. 720 on the 7th floor having a carpet area of 280 sq.ft. or thereabouts in the society known as "Prasad Chambers Premises Co-op Society Limited, having registration No. Bom. Hsg. No. 2296 of 1970 Dated 06-02-1970 and Building known as Prasad Chambers, at 719, Prasad Chambers, Swadeshi Mills Compound, Opera House, Mumbai 400004 (more particularly described in the schedule hereunder) together with undivided interest appurtenant to the said premises in common with owners of the other premises and to the common area and facilities of the said land and building of the said and percentage hereinafter collectively referred to as the "the said Premises" as heritable and transferable, immovable property for a price of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) to be paid by the TRANSFEREES to the TRANSFERORS at the time in the manner hereinafter mentioned.



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3. The TRANSFEREES herein have agreed to acquire from the TRANSFERORS and the TRANSFERORS have agreed to transfer the above said premises as mutually agreed and at a Lump-sum Sale Consideration of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) and being FULL & FINAL consideration for their claim for the said premises on OWNERSHIP BASIS, to be paid by the TRANSFEREES to the TRANSFERORS at the time and in the manner hereinafter mentioned.

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4. A) The TRANSFEREES herein have paid to the TRANSFERORS a sum of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) being the agreed FULL & FINAL sale consideration of the said premises hereby agreed to be acquired on OWNERSHIP BASIS by them. (The payment and receipt whereof the TRANSFERORS do hereby confirm admit and acknowledge of and from the TRANSFEREES).

b) Both the parties understand that the consideration amount hereinabove mentioned is for transfer of all the said ownership rights, the said premises (more particularly described in the schedule hereunder) and also inclusive of all deposits and sinking fund etc. lying and being at the credit of the TRANSFERORS in the books of the Society as on this date of execution of these presents.

c) The TRANSFERORS have handover and the Transferees have taken over the quiet, vacant and peaceful physical possession of the said premises, which has been seen inspected and found to be in a perfect condition. The TRANSFERORS covenant and undertake to intimate to the Society of this transfer of the said in favour of the TRANSFEREES and also of having given possession of the said premises.

5. The TRANSFERORS shall execute all papers, forms declarations and documents as required by the said Society and as per law in favour of the TRANSFEREES for the effectual transfer of the said

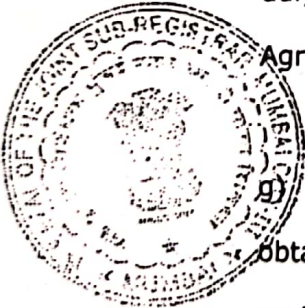
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d) That, no suit is pending in respect of the said premises nor therein an attachment proceedings going on, nor the said premises is subject to any legal charges, attachment, lien, claim, in favour of any individual or in favour of Govt. central or state, Local Body or Public Authority and no taxes, dues, rates and levies are pending.

e) That, after the execution of this Agreement & Subject to realization of full and final consideration the TRANSFEREES are entitled to hold, possess, occupy and enjoy the said premises without any interruption, interference from the TRANSFERORS herein.

f) In case there is any claim/notice from the Stamp Authorities / Govt in respect of previous title documents of the said premises, The TRANSFERORS shall be solely and severally be liable to pay the deficiency in Stamp Duty & Penalty, if any and shall keep the TRANSFEREES / Society, duly INDEMNIFIED in this regard till the date of this Agreement.



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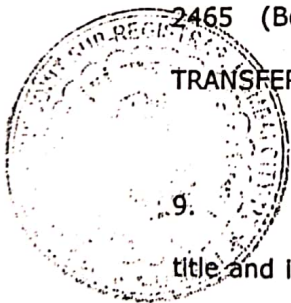
The TRANSFERORS hereby declare that, they shall obtain the necessary Consent / permissions from the said society to transfer all their shares, rights, title, interest and benefits whatsoever enjoyed by them including the shares, deposits, if any, in favour of the TRANSFEREES. The TRANSFERORS undertake to assist and co-operate to execute, produce or procure and/or cause to be executed, produced or procured any documents, and/or writing, whatsoever for further assuring in law and for better and

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K.V.C.

more perfectly transferring all their rights, interest benefits & privileges in respect of the said premises up to the TRANSFEREES for their exclusive use thereof as aforesaid.

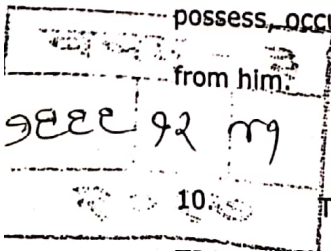
h) That notwithstanding any act, deed, matter or things whatsoever made, done, committed, omitted or willingly suffered to the contrary, by the TRANSFERORS, or by any person or persons lawfully or equitable claiming .by, from through, under or in trust for their the TRANSFERORS now and hath in themselves good rights, full powers, and absolute authority to sell, transfer and assign the benefits of the said agreement and the said to the TRANSFEREES in the manner aforesaid.

8. The TRANSFERORS doth hereby covenant the TRANSFEREES that they shall get the said Premises and Share Certificate No. 2461 to 2465 for five fully paid-up shares of Rs.50/- (Rupees Fifty only) each bearing distinctive numbers from 2461 to 2465 (Both numbers inclusive) duly transferred in favour of TRANSFEREES herein.



9. The TRANSFERORS doth hereby assign their shares, right, title and interest benefits & privileges in the said premises along with above referred shares to the TRANSFEREES who are entitled to hold, possess, occupy and enjoy the said premises, without any interruption

from him.



10. The TRANSFERORS doth hereby covenant with the TRANSFEREES that the TRANSFERORS shall from time to time and at all times hereafter at the request and cost of the TRANSFEREES do and

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K.V.C.

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execute or caused to be done or executed or caused to be done or executed all acts, deeds, matters, things, conveyance and assurance and rights whatsoever for the better and further more perfectly and absolutely getting the said premises and every part thereof vested in the favour of TRANSFEREES.

11. The TRANSFEREES shall bear and pay the charges towards, the Stamp Duty and Registration fees as per stamp duty act, 1908 as may be in force and thereafter lodge, admit this Agreement for Registration with the concerned Sub-Registrar of Assurances, within the stipulated time limit and the TRANSFERORS have agreed to attend and admit execution thereof.

12. The TRANSFERORS and TRANSFEREES do hereby further confirm, covenant and declare that they have entered into this agreement after going through the terms, conditions and contents and with full knowledge and have fully understood the same in letter and spirit.

13. The Income Tax P.A.Nos. of the TRANSFERORS & TRANSFEREES are as under :-

TRANSFERORS:-


SHRI VITTHAL TULSIDAS CHOKSI - AAAPC9860E

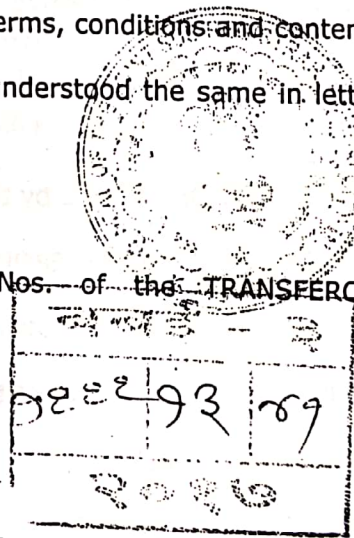
SMT KALPANA VITTHAL CHOKSI - AACPC5986F

TRANSFEREES:-

SHRI. MUKESH MOTILAL CHOWATIA - AAAPC4146R

SHRI. RITESH MOTILAL CHOWATIA - AABPC0119M


K.V.C.

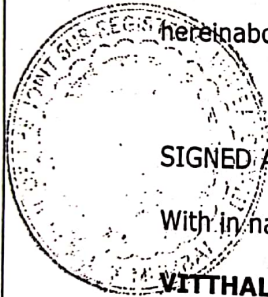


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THE SCHEDULE OF THE PREMISES

All That premises bearing No. 720 on the 7th floor having a carpet area of 280 sq.ft. or thereabouts in the society known as "Prasad Chambers Premises Co-op Society Limited, having registration No. Bom. Hsg. No. 2296 of 1970 Dated 06-02-1970 and Building known as Prasad Chambers, at 719, Prasad Chambers, Swadeshi Mills Compound, Opera House, Mumbai 400004, the City Survey No 1487(Part) of Girgaum Division in the Registration District & Sub District of Mumbai. & the construction of the building was completed in the year 1968 which consist of Ground + 16 floors and is having 4 lifts.

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



SIGNED AND DELIVERED by the
With in named "TRANSFERORS"

**VITTHAL TULSIDAS CHOKSI &
KALPANA VITTHAL CHOKSI**

In the presence of:

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SIGNED AND DELIVERED by the
With in named "TRANSFEREES"

**MUKESH MOTILAL CHOWATIA &
RITESH MOTILAL CHOWATIA**

In the presence of:



[Signature]
K.V. Choksi

[Signature]



[Signature]

[Signature]



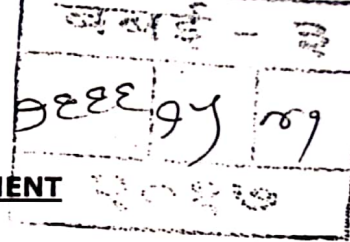
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RECEIPT

BEING FULL & FINAL PAYMENT



RECEIVED of and from the Purchaser **SHRI MUKESH MOTILAL CHOWATIA, & SHRI. RITESH MOTILAL CHOWATIA**, residing at 602, Rajendra Vihar Co-op HSL, 12th Khetwadi Cross Lane, Khetwadi, , Mumbai 400004, a sum of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) as a FULL & FINAL sale consideration by way of Demand Draft in favour of :

(1) **VITTHAL TULSIDAS CHOKSI:**

<u>Sl.No</u>	<u>DATE</u>	<u>DD NO.</u>	<u>DRAWN ON</u>	<u>AMOUNT</u>
1.	14/03/2017	"035558"	SDC Bank Ltd.	Rs. 40,90,185/-
3.	14/03/2017	Ack No AD8411012 Form 26QB		Rs. <u>41,315/-</u>
			Total	Rs. <u>41,31,500/-</u>

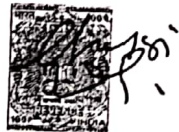
(2) **KALPANA VITTHAL CHOKSI:**

<u>Sl.No</u>	<u>DATE</u>	<u>DD NO.</u>	<u>DRAWN ON</u>	<u>AMOUNT</u>
1.	14/03/2017	"035559"	SDC Bank Ltd.	Rs. 40,90,185/-
4.	14/03/2017	Ack No AD8411480 Form 26QB		Rs. <u>41,315/-</u>
			Total	Rs. <u>41,31,500/-</u>

SUBJECT TO REALISATION.

WITNESSES:

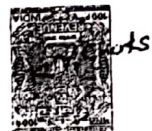
(1)



(VITTHAL TULSIDAS CHOKSI)



(2)



(KALPANA VITTHAL CHOKSI)

We SAY RECEIVED

(TRANSFERORS)

LETTER OF POSSESSION

2017	98	87
2017		

SHRI VITTHAL TULSIDAS CHOKSI & SMT KALPANA VITTHAL CHOKSI, residing at Flat No 5, Pavlova, 2ND Floor, 10 Little Gibbs Road, Mumbai 400006 do here by CONFIRM, ADMIT AND ACKNOWLEDGE that we have received the FULL & FINAL SALE CONSIDERATION as per Agreement of Rs. 82,63,000/- (Rupees Eighty Two Lacs Sixty Three Thousand only) and do here handover to the Transferees **SHRI. MUKESH MOTILAL CHOWATIA & SHRI. RITESH MOTILAL CHOWATIA**, residing at 602, Rajendra Vihar Co-op HSL, 12th Khetwadi Cross Lane, Khetwadi, Mumbai 400004, quite, vacant & peaceful physical possession today of premises bearing No. 720 on the 7th floor having a carpet area of 280 sq.ft. or thereabouts in the society known as "Prasad Chambers Premises Co-op Society Limited, having registration No. Bom. Hsg. No. 2296 of 1970 Dated 06-02-1970 and Building known as Prasad Chambers, at 719, Prasad Chambers, Swadeshi Mills Compound, Opera House, Mumbai 400004.

DATED THE DAY OF March 2017.

TAKEN OVER QUITE, VACANT
& PEACEFUL PHYSICAL
POSSESSION

HANDED OVER QUITE, VACANT
& PEACEFUL PHYSICAL
POSSESSION

(MUKESH MOTILAL CHOWATIA)

(VITTHAL TULSIDAS CHOKSI)

(RITESH MOTILAL CHOWATIA)

(TRANSFEREES)

K. V. Choksi

(KALPANA VITTHAL CHOKSI)

(TRANSFERORS)

मंगळवार, 21 मार्च 2017 5:08 म.नं.

दस्त गोपवारा भाग-1

बबई3

दस्त क्रमांक: 1666/2017

दस्त क्रमांक: बबई3 /1666/2017

बाजार मुल्य: रु. 82,79,900/- मोबदला: रु. 82,63,000/-

भरलेले मुद्रांक शुल्क: रु.4,14,000/-

दु. नि. सह. दु. नि. बबई3 यांचे कार्यालयात

पावती:1916

पावती दिनांक: 21/03/2017

अ. क्र. 1666 वर दि.21-03-2017

मादरकरणाराचे नाव: मुकेश मोतीलाल चौवटिया

रोजी 5:04 म.नं. वा. हजर केला.

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 820.00
पृष्ठांची संख्या: 41

एकुण: 30820.00

दस्त हजर करणाऱ्याची सही:

मह दुय्यम निबंधक, मुंबई-3

सह दुय्यम निबंधक, मुंबई-3

दस्ताचा प्रकार: अॅग्रीमेंट टू सेल

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 21 / 03 / 2017 05 : 04 : 50 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 21 / 03 / 2017 05 : 06 : 01 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सादर दस्तऐवज सादर करणारे व सादर करणारे नोंदणीस
दालारा व सादर करणारे व सादर करणारे व
सोबत व सादर करणारे व सादर करणारे व
कारण व सादर करणारे व सादर करणारे व

लिहून घेणारे:

लिहून घेणारे:





21/03/2017 5 11:10 PM

दस्त गोपवारा भाग-2

बबई3

दस्त क्रमांक:1666/2017 180/89

दस्त क्रमांक :बबई3 /1666/2017

दस्ताचा प्रकार :-ऑग्रीमेंट टू सेल

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:विठ्ठल तुलसीदास चोकसी पत्ता:प्लॉट नं: 5, माळा नं: 2, इमारतीचे नाव: पाब्लिवा, ब्लॉक नं: मलबार, रोड नं: लिटल गिन्स रोड, स्वाक्षरी:- महाराष्ट्र, मुम्बई. पॅन नंबर:AAAPC9860E	लिहून घेणार वय :-73 स्वाक्षरी:- <i>Choksi V.P.</i>		
2	नाव:मुकेश मोतीलाल चोवटिया पत्ता:602, 6, राजेंद्र विहार को-ओपी हाउसिंग सोसाइटी. लिमिटेड, खेतवाडी, 12 टीएच खेतवाडी क्रॉस लेन, आंबेवाडी (उंंबाई), MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AAAPC4146R	लिहून घेणार वय :-44 स्वाक्षरी:- <i>Mhowaha</i>		
3	नाव:कल्पना विठ्ठल चोकसी पत्ता:प्लॉट नं: 5, माळा नं: 2, इमारतीचे नाव: पोब्लिवा, ब्लॉक नं: मलबार, रोड नं: लिटल गिन्स रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AACPC5986F	लिहून घेणार वय :-69 स्वाक्षरी:- <i>K.V.Choksi</i>		
4	नाव:रितेश मोतीलाल चोवटिया पत्ता:प्लॉट नं: 602, माळा नं: 6, इमारतीचे नाव: राजेंद्र विहार, ब्लॉक नं: खेतवाडी, रोड नं: 12TH खेतवाडी, महाराष्ट्र, मुम्बई. पॅन नंबर:AABPC0119M	लिहून घेणार वय :-43 स्वाक्षरी:- <i>R.Pand</i>		

वरील दस्तऐवज करून देणार तथाकथीत ऑग्रीमेंट टू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:21 / 03 / 2017 05 : 08 : 04 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशःओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अरविंद वल्लभदास तत्रा वय:74 पत्ता:कृदना बिलडींग, एसवी पी रोड खेतवाडी पिन कोड:400004	स्वाक्षरी <i>Arvind</i>	
2	नाव:तुकाराम पुनाजी तीर्लोत्कर वय:52 पत्ता:शारदा चेम्बर्स पिन कोड:400020	स्वाक्षरी <i>T. Kar</i>	

शिक्का क्र.4 ची वेळ:21 / 03 / 2017 05 : 08 : 41 PM

सह दुय्यम निबंधक, मुंबई-3

सह दुय्यम निबंधक
EPayment Details.

मुंबई शहर न. ३

sr. Epayment Number
1 MH009403129201617E

Defacement Number
0005248501201617

