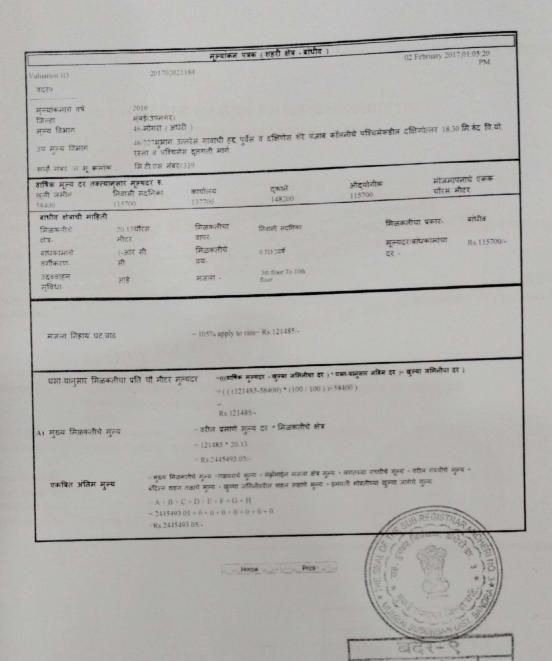
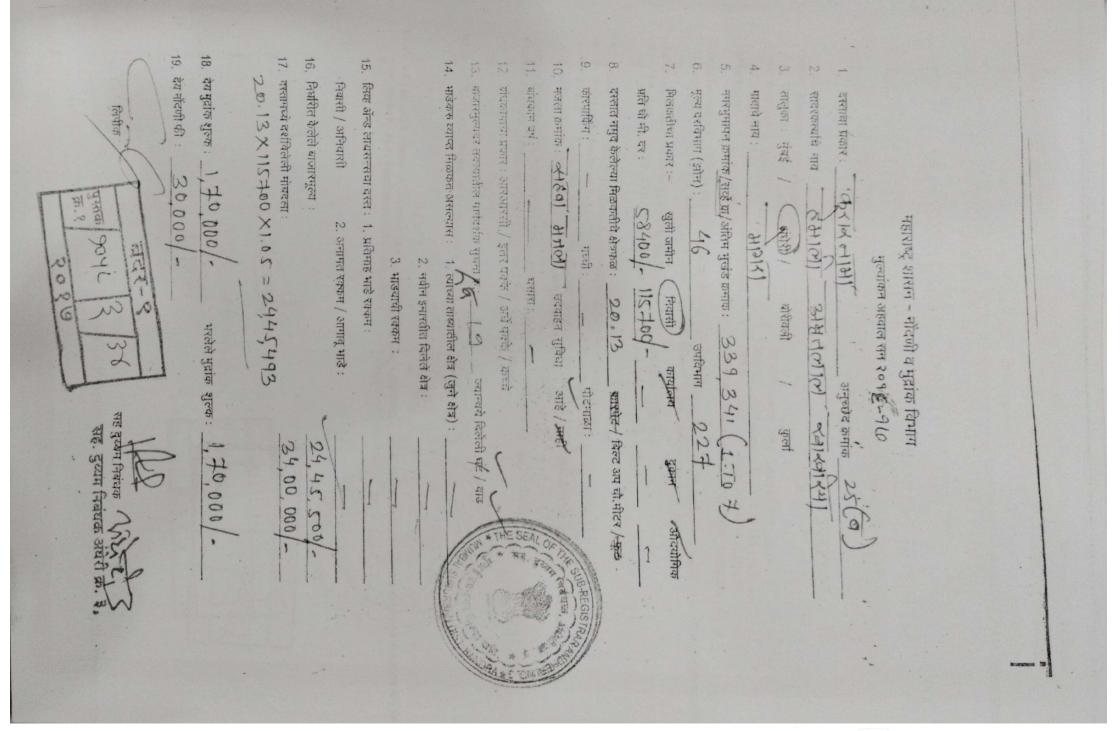
HARMMAN पावती Original/Duplicate नोंदणी क्रं. :39म Thursday, February 02, 2017 1:09 PM Regn.:39M 4th Agreement. पावती क्रं.: 1173 गावाचे नाव: मोगरा दस्तऐवजाचा अनुक्रमांक: वदर9-1058-2017 Current owner. दस्तऐवजाना प्रकार: करारनामा सादर करणाऱ्याचे नाव: हेमाली अमृतलाल खाखरीया ₹. 30000.00 नोंदणी फी रु. 680.00 दस्त हाताळणी फी पृष्ठांची संख्या: 34 ₹. 30680.00 एकुण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:27 PM ह्या वेळेस मिळेल. सह. दुय्यम निबंधका, अंधेरी क्र. ३, बाजार मुल्य: रु.2445500 /-मुंबई उपनगर जिल्हा. मोबदला रु.3400000/-भरलेले मुद्रांक शुल्क : रु. 170000/-1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008164238201617S दिनांक: 02/02/2017 बँकेचे नाव व पत्ताः Panjab National Bank 2) देयकाचा प्रकार: By Cash रक्कम: रु 680/yemalik REGISTERED OFIGINAL DOCUMENT

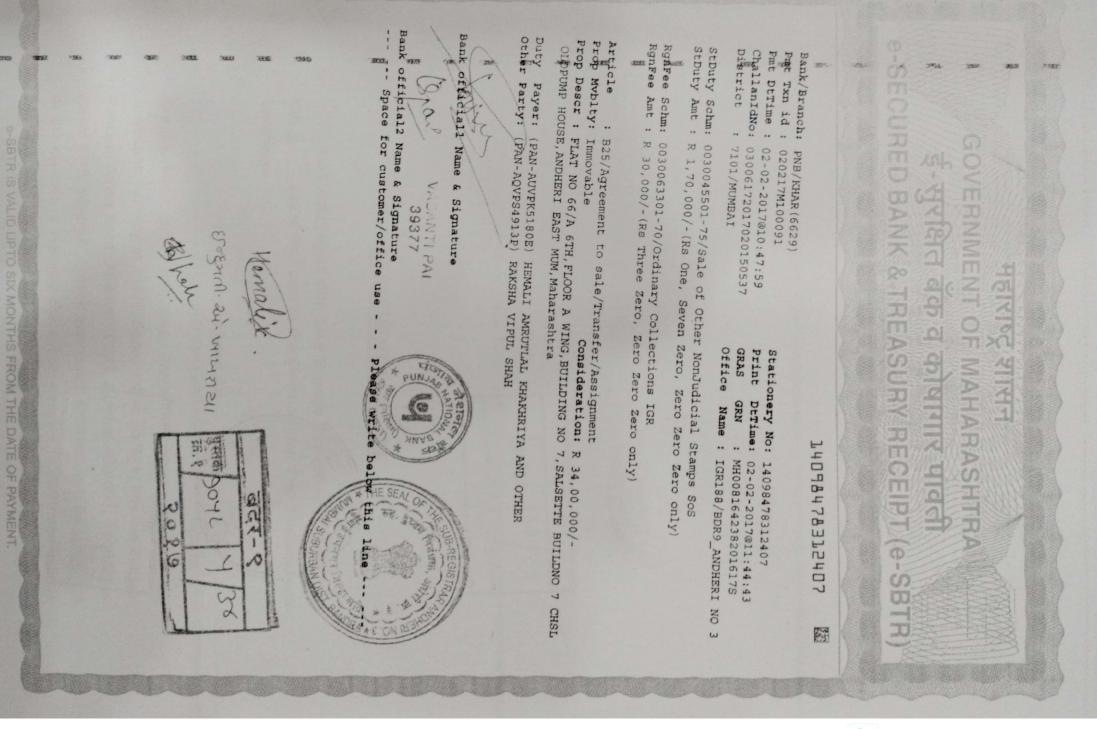


\$5.8

Data of ESBTR for GRN MH008164238201617S Bank - PUNJAB NATIONAL BANK

STOUDSET ACED FOR RS: 200008 JOHN RgnFegSchm words + 40800bd38419es Only)
RgnFegNhill words + 40800bd38419es Only) StDuty And. Prmt Txn id **RBI** Credit Date Bank Scroll Date Other Party **Duty Payer Prop Descr** Prop Mybity Bank/Branch Mobile Number Bank Scroll No ACED FUK N. OHDAJEME TIST JARTISSEDRO MBARRISUB REGISTRAR DELATES OF THE BARRISUB REGISTRAR DELATES OF THE BARRISUS OF THE BAR B25 Only for verification-not to be printed and used 020217M100091 00000000000 PAN-AUVPK5180E PUMP HOUSE, ANDHERI EAST MUM, Maharashtra FLAT NO 66/A 6TH FLOOR A WING BUILDING NO 7 SALSETTE BUILD , NO 7 CHSL OLD PAN-AQVPS4913P RAKSHA VIPUL SHAH HEMALI AMRUTLAL KHAKHRIYA AND OTHER Consideration 34.00,000.00/ 02/02/2017 11:44:43







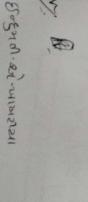
AGREEMENT FOR SALE

Seventeen THIS AGREEMENT FOR SALE is made and executed at Mumbai

Betwee

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her heirs, executors and administrators) of the One Part: to the context or meaning thereof be deemed to mean and include called "THE VENDOR" (which expression shall unless it be repugnant Mahakali Caves Road, Andheri (East), Mumbai 400 093, hereinafter Inhabitant, residing at 118/9, Bunny Home Society, Shere-e-Punjab, RAKSHA VIPUL SHAH NEE MRS. RAKSHABEN VIPUL SHAH, Indian



(1) HEMALI AMRUTLAL KHAKHRIYA AND (2) MRS. INDUMATI AMRUTLAL KHAKHRIYA, both adults, Indian Inhabitants, residing at 130, Mohamadi Manzil, First Floor, Fifth Road, Old Khar (West), Mumbai 400 052, hereinafter collectively called "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include survivor of them and the heirs, executors and administrators of such last survivor or her assigns) of the Other Part:

WHEREAS:

(a) by an Agreement For Sale made at Mumbai on 21st December, 2002 duly registered under Serial No. BDR-4/1877 of 2003 with Sub Registrar Andheri No. 2 MSD (Bandra) on 24th October, 2003 between Perseplois Construction Company Private Limited, therein called "the Developer" of the one part and (i) Mahadev Vishram Kesarkar and (ii) Anand Mahadev Kesarkar therein called "the Flat Purchasers" of the other part, the former agreed to sell and latter agreed to purchase and acquire from the former a Flat bearing No. 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 66/A ("said F

(b) by a Deed of Transfer made at Mumbai on 17th July, 2006 duly registered under Serial No. BDR-1/6026 of 2006 with Sub Registrar Andheri No. 1 MSD (Bandra) on 18th July, 2006 between (i) Mahadev Vishram Kesarkar and (ii) Anant Mahadev Kesarkar therein called

and being at Old Pump House, Off Jijamata Road, Andheri (East),

Mumbai: 400 093 at or for the price and upon the terms and

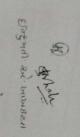
conditions therein mentioned;



"the Transferors" of the One Part and Tejshi Lalji Gada therein called "the Transferee" of the Other Part, the former sold and transferred and the latter purchased and acquired from the former the said Flat at or for the price and upon the terms and conditions therein mentioned;

- (c) the various purchasers of the premises in the building numbered as 7 formed and registered a Co-operative Society called "Salsette Building No. 7 Co-operative Housing Society Limited" ("said Society") under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. MUM/WKE/HSG/TC/15059 of 2011 dated 8th November, 2011 having its registered office at CTS No. 339, 341 (1 to 7), 388, Village Mogra, Jijamata Road, Pump House, Andheri (East), Mumbai 400 093;
- (d) the said Society on its registration issued unto and in favour of the Tejshi Lalji Gada five shares bearing Nos. 321 to 325 (both inclusive) each for the value of Rs.50/- in all aggregating to Rs.250/- vide Share Certificate No. 065 on 26th January, 2012 (hereinafter briefly referred to as "the said Shares");
- (e) the said Shares and the said Flat are hereinafter collectively referred to as "the said premises" and individually as Shares and 'Flat wherever the context so requires;
- (f) by a Deed of Gift made at Mumbai on 11th December, 2014 duly registered under Serial No. BDR-9/9401of 2014 with Sub Registrar Andheri No. 3 MSD (Bandra) on 12th December, 2014 between Tejshi Lalji Gada therein called "the Donor" of the One Part and the Vendor herein therein called "the Donee" of the Other Part, the former out of natural love and affection granted by way of gift unto and in favour of the Vendor herein his absolute right, title and interest in respect of the said premises;





MSD situate, lying and being at Old Pump House, Off Jijamata Road, CTS Nos. 339, 341 (1 to 7) and 388 of Village Mogra Taluka Andheri Building No. 7 Co-operative Housing Society Limited on plot bearing Floor in 'A' Wing of the Building No. 7 belonging to the said Salsette to 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Flat bearing No. 66/A admeasuring 180.51 sq. ft carpet equivalent No. 7 Co-operative Housing Society Limited and incidental thereto a

tree from all encumbrances to which the Vendor has agreed to; privileges attached thereto unto and in favour of the Purchasers sell and transfer the said premises with all the rights, benefits and (1) the Purchasers approached the Vendor and requested her to

Andheri (East), Mumbai 400 093;

payable by the Purchasers to the Vendor and on the terms and consideration of Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) to purchase the said Premises as joint tenants for a total (k) the Vendor has agreed to sell and the Purchasers have agreed

conditions hereinafter contained.

(I) the parties hereto are now desirous of reducing the terms and

NOW THIS AGREEMENT WITNESSETH AND IT IS HERERY AGREED BY conditions in writing as hereinafter appearing:

AND BETWEEN THE PARTIES HERETO as follows: -

declarations and representations made by the Vendor. have agreed to purchase the said Premises relying upon the this clause. The Vendor doth hereby confirm that the Purchasers part as if the same are recited herein in verbatim and form part of Premises shall be treated as declarations and representations on her hereinabove as regards her right, title and interest in the said The Vendor doth hereby declare that what is recited

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the said Society and holding species thereof namely the said Flat; herein is the registered holder of the said shares and the member of Memorandum of Transfer by the said society and as such the Vendor March, 2015 made on the reverse of the Share Certificate i.e. on the name of the Vendor herein as evidenced by the entry dated $30^{\rm th}$ (g) the said Society transferred the said Share Certificate in the

the Vendor herein; unto and in favour of the Purchasers who will step into the shoes of who will be required to fulfill the terms, conditions and obligations Leave and License Agreement shall be binding upon the Licensee the Purchasers herein and the terms and conditions of the said transfer the Security Deposit of Rs. 50,000/- (Rupees Fifty Only) to circumstances, at the time of completion of sale the Vendor will Only) as refundable interest free security deposit. In the the Vendor herein a sum of Rs. 50,000/- (Rupees Fifty Thousand therein mentioned. The said Laduram Devichand has deposited with Thousand Five Hundred Only) and upon the terms and conditions 2017 at or for the monthly license fee of Rs. 8,500/- (Rupees Eight commencing from 1st January, 2017 ending with 30th November, of the latter to use and occupy the said Flat for 11 months the other part, the Vendor herein granted license unto and in favour Devichand therein and hereinafter referred to as "the Licensee" of therein referred to as "the Licensor" of the One Part and Laduram Andheri No. 7 on 3rd January, 2017 between the Vendor herein registered under Serial No. 22 of 2017 with Joint Sub Registrar January, 2017 ("said Leave and License Agreement") duly (h) by Leave and License Agreement made at Mumbai on 2nd

to Rs.250/- vide Share Certificate No. 065 issued by Salsette Building 325 (both inclusive) each for the value of Rs.50/- in all aggregating sufficiently entitled to five fully paid up shares bearing Nos. 327 to the Vendor as such are seized and possessed of and well and

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Premises in favour of the Purchasers. favour of the Purchasers evidencing the transfer of the said Deed/Joint Declaration and other deeds, documents and writing in the Purchasers and against the Vendor executing the Sale/Transfer Vendor handing over the juridical possession of the said Premises to 45 days from the date of execution of these presents against the consideration payable by the Purchasers to the Vendor herein within (c) Rs. 6,00,000/- (Rupees Six Lakhs Only) being the balance

In the event the balance consideration is not paid by the Purchasers

balance amount to the Purchasers. will stand forfeited and the Vendor will be liable to refund the in that event, the sum of Rs. 50,000/- (Rupees Fifty Thousand Only) Purchasers fail to complete the sale in respect of the said premises, It is further provided that for any reasons whatsoever if the to pay interest at the rate of 12% p.a. on the balance consideration. of 45 days subject to the condition that the Purchasers will be liable these presents, in that event, the Vendor will extend further period to the Vendor within 45 days from the date of the execution of

License Agreement); free from all encumbrances (save and except the said Leave and right, title or interest in the said Premises and the said Premises is the rights and benefits attached thereto and no one else has any (a) she alone is the absolute owner of the said Premises including 4. The Vendor declares that:

Lease, further Leave and Licence, Tenancy, mortgage or otherwise execution hereof she has not entered into any Agreement for Sale, liability, litigation, adverse claim or lispendens and prior to the (b) the said Premises is not subject to any charge, encumbrance,

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Thirty Four Lakhs Only) payable by the Purchasers to the Vendor. of the society for the total consideration of Rs. 34,00,000/- (Rupees amounts standing credited to the account of the Vendor in the books Premises together with the benefits of sinking fund, if any and other all the rights and benefits acquired by the Vendor in the said more particularly referred to in the Schedule hereunder written and (hereinafter collectively referred to as "the said premises") and House, Off Jijamata Road, Andheri (East), Mumbai 400 093 Mogra Taluka Andheri MSD situate, lying and being at Old Pump Limited on plot bearing CTS Nos. 339, 341 (1 to 7) and 388 of Village the said Salsette Building No. 7 Co-operative Housing Society up on the Sixth Floor in 'A' Wing of the Building No. 7 belonging to carpet equivalent to 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built 17. ps 12.081 gninuseambs A/88. oM gning 180.51 sq. ft Salsette Building No. 7 Co-operative Housing Society Limited and aggregating to Rs.250/- vide Share Certificate No. 065 issued by 321 to 325 (both inclusive) each for the value of Rs.50/- in all free from all encumbrances five fully paid up shares bearing Nos. Purchasers hereby agree to purchase and acquire from the Vendor The Vendor doth hereby agree to sell and transfer and the

Banks or from any financial institution or otherwise. execution of these presents by procuring loan from any Bank or Purchasers to the Vendor herein within 45 days from the date or (b) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) payable by the teceipt whereof the Vendor doth hereby admit and acknowledge).

particularly referred to in the receipt clause (the payment and

Purchasers to the Vendor on or before the execution hereof more

(a) Rs 8,00,000/- (Rupees Eight Lakhs Only) paid by the

Lakhs Only) shall be paid by the Purchasers to the Vendor as under:

The aforesaid amount of Rs. 34,00,000/- (Rupees Thirty Four

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in respect of the said Premises (save and except the said Leave and in respect of the said Premises (save and except the said Leave and in recital License Agreement dated $2^{\rm nd}$ January, 2017 referred to in recital

(c) she will at the request and cost of the Purchasers whenever required do and execute or cause to be done and executed all such required do and execute or cause to be done and executed all such required the acts, deeds, things and documents for more perfectly assuring the said Premises, deposit money lying with the society and all the said Premises, deposit money lying with the Purchasers;

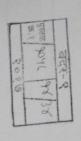
(d) the said Premises is not attached either before or after the judgment or at the instance of any Taxation Authorities or any Authorities and she has not given any undertaking to the Taxation Authorities so as not to deal with or dispose off the said Premises and she is fully competent and entitled to sell the said Premises to the Purchasers:

(e) there are no proceedings pending in any Court of Law touching or affecting the said Premises;

there are no insolvency proceedings pending or contemplated inst her;

that the title of the Vendor to the said premises is clear, marketable and free from all encumbrances (save and except the occupation by the Licensee under the said Leave and License Agreement) and that the Vendor has not procured any loan from any bank or Banks including any Financial Institutions or otherwise.

(h) On the completion of the Sale, the Vendor shall deliver all the original title deeds and muniments of title to the Purchasers.



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(i) The Vendor will obtain NOC from the Society for transfer of the said Premises in the names of the Purchasers herein.

(j) the Vendor is not NRI

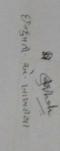
(k) That the Vendor has granted Leave and License in respect of the said Flat No. 66/A unto and in favour of Laduram Devichand and at the time of completion of sale, the Purchasers will be entitled as the Owners of the said Flat to recover the monthly license fee to Rs. 8,500/- (Rupees Eight Thousand Five Hundred Only) from the said Laduram Devichand and will also be liable to refund the sum of Rs. 50,000/- (Rupees Fifty Thousand Only) being refundable interest free security deposit paid by him to the Vendor herein.

Relying upon the aforesaid declarations and representations of the Vendor and believing the same to be true and correct, the Purchasers have agreed to purchase the said Premises.

5. The Vendor agree to indemnify and keep the Purchasers indemnified, saved, defended and harmless against all claims, demands, actions, proceedings, costs and expenses that the Purchasers may suffer or incur directly on account of any claim or demand made or raised by any person or persons in respect of the said Premises on account of any claim falling due prior to the date of completion of sale.

6. The sale shall be completed on receipt of the balance consideration from the Purchasers by the Vendor as provided in clause 3(c) hereinabove and against the Vendor handing over the juridical possession of the said Premises to the Purchasers and the Vendor executing Joint Declaration/Deed of Transfer/Sale and further documents, if necessary for more perfectly transferring the right, title and interest in respect of the said Premises together





with the benefits of the sinking fund or any other amount lying credited with the said Society in respect of the said Premises in favour of the Purchasers.

8.4

7. The Vendor at the time of completion of sale undertake to give all the forms duly signed and endorsed and undertake from give all the forms duly signed and endorsed and cost of the time to time and at all times at the request and cost of the purchasers to execute a Joint Declaration/Deed of Transfer/Sale and purchasers to execute a Joint Declaration/Deed of Transfer/Sale and procure all other documents, deeds and writings whatsoever for the assurances in law and for better and more perfectly transferring the assurances in law and for better and more perfectly transferring the assurances in law and for better and more perfectly transferring the assurances in the said Premises unto and in favour of the processes.

8.5

8. At the time of completion of sale, the Vendor shall handover to the Purchasers the following documents:

8.1 The original Share Certificate No. 065

December, 2002 duly registered under Serial No. BDR-4/1877 of 2003 with Sub Registrar Andheri No. 2 MSD (Bandra) between Perseplois Construction Company Private Limited therein called "the Developer" of the one part and (i) therein called "the Flat Purchasers" of the other part

8.3 The original Deed of Transfer made at Mumbai on 17th July, 2006 duly registered under Serial No. BDR-1/6026 of 2006 with Sub Registrar Andheri No. 1 MSD (Bandra) on 18th July, 2006 between (i) Mahadev Vishram Kesarkar and (ii) Anant Mahadev Kesarkar therein called "the Transferors" of the One Part and Tejshi Lalji Gada therein called "the Transferee" of the Other Part



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The original Deed of Gift made at Mumbai on 11th December, 2014 duly registered under Serial No. BDR-9/9401of 2014 with Sub Registrar Andheri No. 3 MSD (Bandra) on 12th December, 2014 between Tejshi Lalji Gada therein called "the Donor" of the One Part and the Vendor herein therein called "the Donee" of the Other Part

The original Leave and License Agreement made at Mumbai on 2nd January, 2017 duly registered under Serial No. 22 of 2017 with Joint Sub Registrar Andheri No. 7 on 3rd January, 2017 between the Vendor herein therein referred to as "the Licensor" of the One Part and Laduram Devichand therein and hereinafter referred to as "the Licensee" of the other part

All original muniments of title in respect of the said premises.

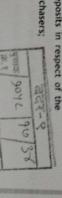
8.6

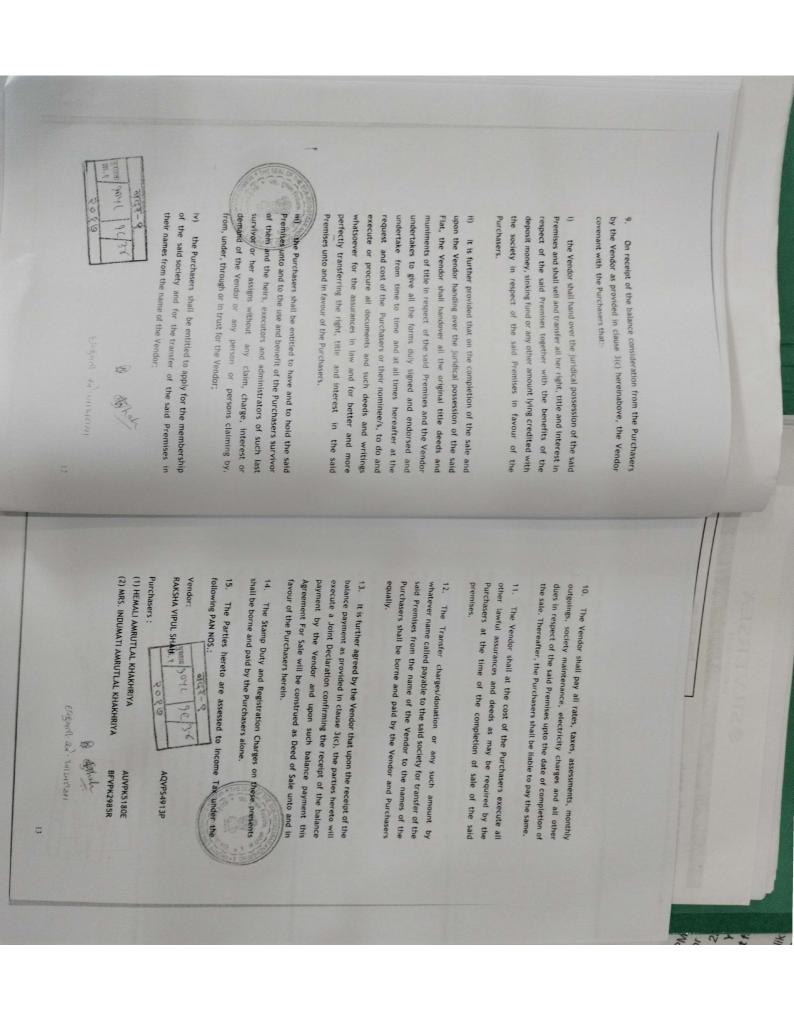
8.7 Transfer forms and other documents and writings as required under the Maharashtra Co-operative Societies Act, 1960, the Maharashtra Co-operative Societies Rules, 1961, and the byelaws of the society for the effectual transfer of the said premises with all deposits in respect of the said premises to the names of the Purchasers;

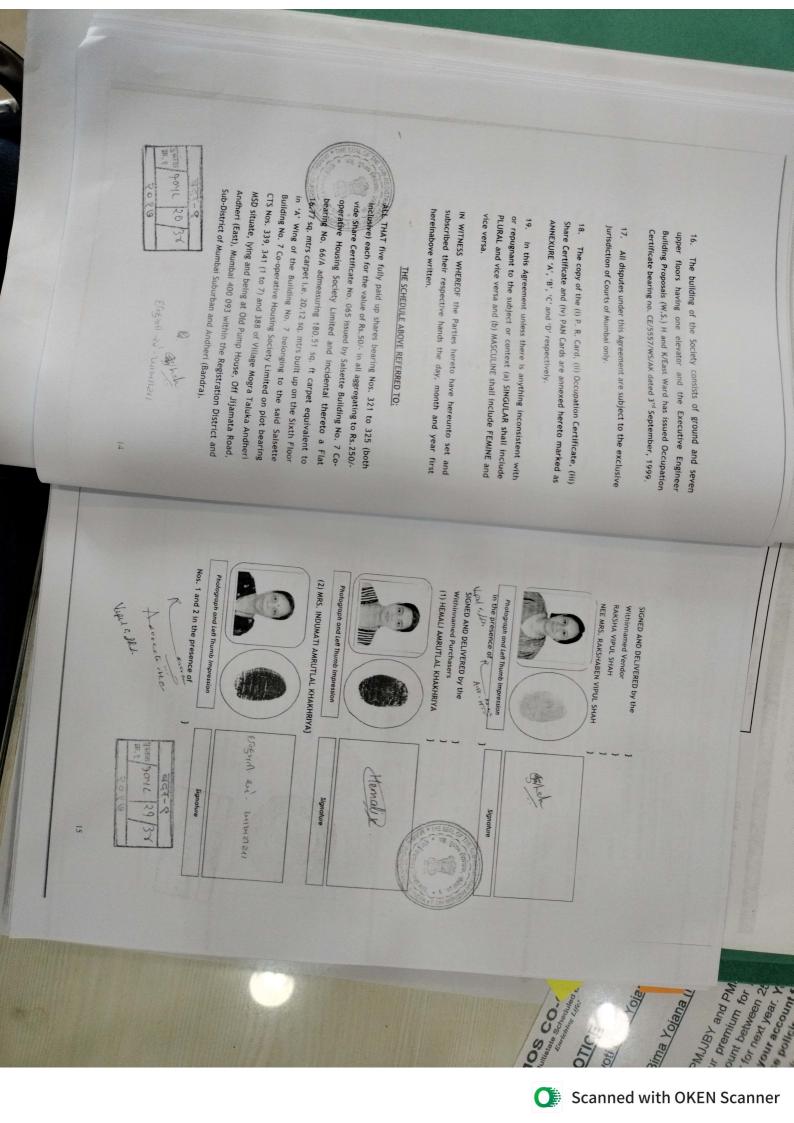
8.8 Receipt of maintenance paid to the Society upto date:

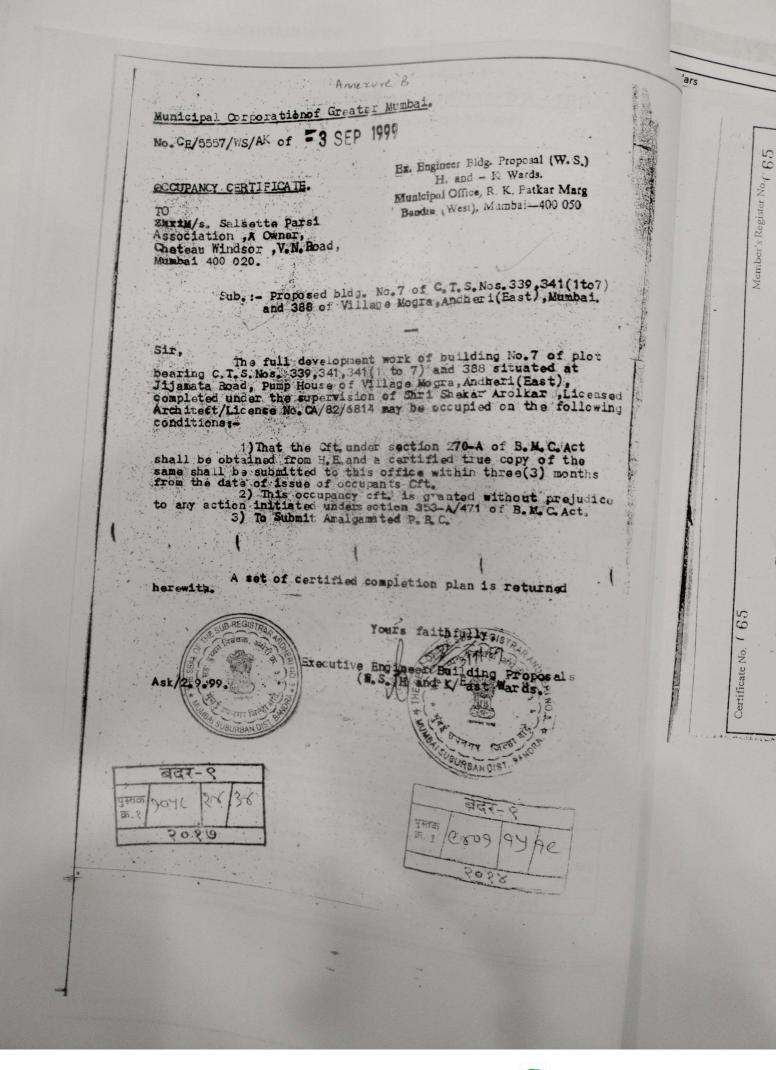
8.9 Original electricity bill paid upto date;

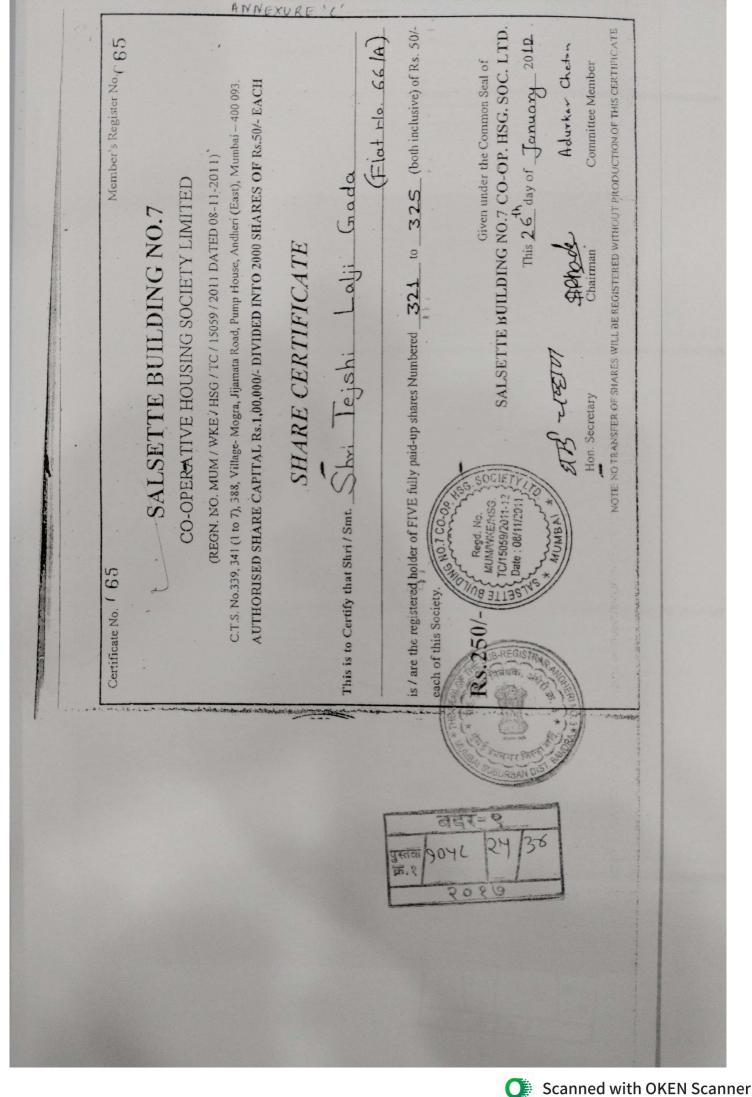
8.10 A letter addressed to electric company requesting it to transfer the meters, records and deposits in respect of the said premises to the names of the Purchasers;



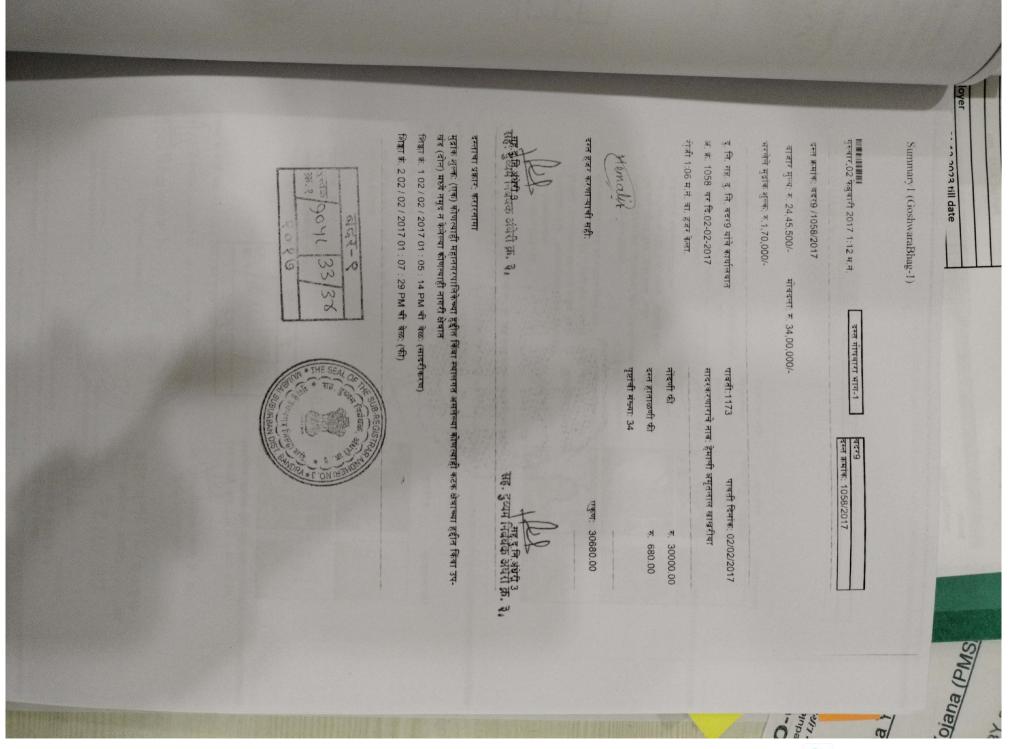














दस्त गोषवारा भाग-2

वदर9

दस्त क्रमांक: 1058/2017

छायाचित्र

दस्त क्रमांक :बदर9/1058/2017 दस्ताचा प्रकार -करारनामा

पक्षकाराचे नाव व पत्ता

नाव:हेमानी अमृतलाल खाखरीया पत्ताः सदनिका क 130, 1 ला मजला , मोहमदी मंझील जुना खार पश्चिम, मुंबई , 5 बा रस्ता , डांडा, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AUVPK5180E

नाव:इंद्मती अमृतलाल खाखरीया पत्ता:सदनिका क्र 130, 1 ला मजला , मोहमदी मंझील . जुना खार पश्चिम,मुंबई , 5 वा रस्ता , डांडा, MAHARASHTRA, MUMBAI, Non-Government पैन नंबर:BFVPK2985R

नाव:रक्षा विपुल शाह उर्फ रक्षाबेन विपुल शाह पत्ता:सदनिका क्र 118/9. -, विनी होम सोसायटी , अंधेरी पूर्व, मुंबई , शेरे ए पंजाव, महाकाली केव्हज रोड , क्ःआकाळा ंईड्क , MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AQVPS4913P

पक्षकाराचा प्रकार

वय:-31 स्वाक्षरी:

लिहन घेणार

स्वाक्षरी:-शक्तिमती-रनेग्याधराथा

वय:-63

लिहून देणार वय:-37 स्वाक्षरी:-





अंगठ्याचा ठमा





वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची बेळ:02 / 02 / 2017 01 : 08 : 59 PM

खालील इसम् असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

बदर-९

080

पक्षकाराचे नाव व पत्ता

नाव:विलास - वाजे पनाःव्ही एम रोड,विलेपार्ले पश्चिम,मंबई पिन कोड:400056

नाव:अशोक - दळवी वय:53

> पना:व्ही एम रोड,विलेपार्ने पश्चिम,मुंबई पिन कोड:400056

(Apalu)



छायाचित्र





अंगठ्याचा ठसा





प्रमाणित करणेत येते की, या दस्तामध्ये∤एजाा.......पाने आहेत.

सह दुधिम-निर्वधक, अंधेरी क्र. ३, मुंबई उपनगर जिल्हा

वि वी वेळ:02 / 02 / 2017 01 : 10 : 03 PM वांदणी प्रस्तकात्र प्र क्रिवेयक अंधेरी क्र. ३.

शिक्का क्र.4 ची वेळ:02 / 02 / 2017 01:09

EPayment Details

Epayment Number MH008164238201617S Defacement Number 0004505496201617

बदर-९/१०५८/२०१७ पुस्तक क्रमांक १, क्रमांक.....वर

2 FEB 2017

1058 /2017 सह. दुःधम निबंधक, अंधेरी क्र. ३ मुंबई उपनगर जिल्हा

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सची क्र.2

द्य्यम निबंधक : सह दु.नि. अंधेरी 3

वस्त क्रमांक: 1058/2017

नोवंगी: Regn:63m

गावाचे नाव: 1) मोगरा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

3400000

(3) बाजारभाव(भाडेपटटयाच्या बाबतिनपटटाकार आकारणी देती की पटटेदार ते नमद करावे)

2445500

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्याम)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 66/ए, माळा नं: 6 वा मजला,ए विंग,बिल्डिंग नं 7, इमारतीचे नाव: सॉलसेट बिल्डिंग नं 7 को ऑ हौ सो लि, ब्लॉक नं: अंधेरी पूर्व मुंबई 400093, रोड नं: ओल्ड पंप हाउस,ऑफ जिजामाता रोड((C.T.S. Number : 339,341 (1 TO 7);))

(5) क्षेत्रफळ

1) 20.13 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-रक्षा बिपुल शाह उर्फ रक्षावेन विपुल शाह वय:-37; पत्ता:-सदनिका क्र 118/9, -, बिनी होम सोसायटी , अंधेरी पूर्व,मुंबई , शेरे ए पंजाब,महाकाली केव्हज रोड , क्:आक्राळा ंईड्क , MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400093 पॅन नं:-AQVPS4913P

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम,प्रतिवादिचे नाव व पत्ता

1): नाव:-हेमाली अमृतलाल खाखरीया वय:-31; पत्ता:-सदिनका क्र 130, 1 ला मजला , मोहमदी मंझील , जुना खार पश्चिम, मुंबई , 5 वा रस्ता , डांडा, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400052 पॅन नं:-AUVPK5180E 2): नाव:-इंदुमती अमृतलाल खाखरीया वय:-63; पत्ता:-सदनिका क्र 130, 1 ला मजला , मोहमदी मंझील , जुना खार पश्चिम,मुंबई , 5 वा रस्ता , डांडा, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400052 पॅन नं:-BFVPK2985R

(9) दस्तऐवज करन दिल्याचा दिनांक

02/02/2017

(10)दस्त नोंदणी केल्याचा दिनांक

02/02/2017

(11)अनुक्रमांक,खंड व पृष्ठ

1058/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

170000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

(14) शेरा

30000

मल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छंद:-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



दस्तासीबत स्थी क. 11

सह. वुव्यम निबंधक अधेरी-इ मुंबई उपनगर जिल्हा

AUPEES

Municipal Corporationof Greater Mumbai. No. CE/5557/WS/AK of = 3 SEP 1999

OCCUPANCY CERTIFICATE.

Association , A Owner, Boad, Chateau Windsor , V. N. Boad, Mumbai 400 020.

Ex. Engineer Bldg. Proposal (W. S.) H. and - K Wards. Municipal Office, R. K. Patkar Marg Bandin (West), Mumbai-400 050

Sub.: - Proposed bldg. No.7 of C.T.S. Nos. 339,341(1to7) and 388 of Village Modra, Andheri(East), Mambai.

bearing C.T.S.Nos. 339,341,341(1 to 7) and 388 situated at Jijamata Road, Pump House of Village Megra, Andheri (Hast), completed under the supervision of Sari Shekar Arolkar following Architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following architect/License No. (A/82/6814 may be occupied on the following the conditions:-

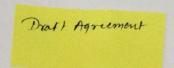
1) That the Oft under section 270-A of B.M.C.Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three(3) months from the date of Issue of occupants cft. to any action initiated unders sotion 353-A/471 of B. M. C. Act.

3) To Submit Analgamated P. R. C.

A set of certified completion plan is returned

Ask/2.9.99.

Executive English बदर- Without Prejudice
For discussion purpose only
First Draft dated 3/5/2024



AGREEMENT FOR SALE

THIS	AGREEMENT	FOR SALE is made and executed at Mumbai
	day of	in the Christian Year Two Thousand
and Twenty	Four	

Between

HEMALI AMRUTLAL KHAKHRIYA, Indian Inhabitant, residing at 130, Mohamadi Manzil, First Floor, Fifth Road, Old Khar (West), Mumbai 400 052, hereinafter called "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the One Part:

And

(1) VILAS RAMESH VAJE AND (2) **AISHNAVI VILAS VAJE*, both Indian Inhabitants, residing at A/31, Ganesh Mitra Mandal, Raman Chawl, Nehru Nagar, Vileparle (West) Mumbai - 400056, hereinafter collectively called "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators and assigns) of the Other Part:

WHEREAS:

(a) by an Agreement For Sale made at Mumbai on 21st December, 2002 duly registered under Serial No. BDR-4/1877 of 2003 with Sub Registrar Andheri No. 2 MSD (Bandra) on 24th October, 2003 between Perseplois Construction Company Private Limited, therein called "the Developer" of the one part and (i) Mahadev Vishram Kesarkar and (ii) Anand Mahadev Kesarkar therein called "the Flat Purchasers" of the other part, the former agreed to sell and latter agreed to purchase and acquire from the former a Flat bearing No. 66/A ("said Flat") admeasuring 180.51 sq. ft carpet equivalent to 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Floor in 'A' Wing of the Building No. 7 on plot bearing CTS Nos. 339, 341

- (b) by a Deed of Transfer made at Mumbai on 17th July, 2006 duly registered under Serial No. BDR-1/6026 of 2006 with Sub Registrar Andheri No. 1 MSD (Bandra) on 18th July, 2006 between (i) Mahadev Vishram Kesarkar and (ii) Anant Mahadev Kesarkar therein called Vishram Serors" of the One Part and Tejshi Lalji Gada therein "the Transferors" of the Other Part, the former sold and called "the Transferee" of the Other Part, the former sold and transferred and the latter purchased and acquired from the former the said Flat at or for the price and upon the terms and conditions therein mentioned;
- (c) the various purchasers of the premises in the building numbered as 7 formed and registered a Co-operative Society called "Salsette Building No. 7 Co-operative Housing Society Limited" ("said Society") under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. MUM/WKE/HSG/TC/15059 of 2011 dated 8th November, 2011 having its registered office at CTS No. 339, 341 (1 to 7), 388, Village Mogra, Jijamata Road, Pump House, Andheri (East), Mumbai 400 093;
- (d) the said Society on its registration issued unto and in favour of the Tejshi Lalji Gada five shares bearing Nos. 321 to 325 (both inclusive) each for the value of Rs.50/- in all aggregating to Rs.250/- vide Share Certificate No. 065 on 26th January, 2012 (hereinafter briefly referred to as "the said Shares");
- (e) the said Shares and the said Flat are hereinafter collectively referred to as "the said premises" and individually as 'Shares' and 'Flat wherever the context so requires;
- (f) by a Deed of Gift made at Mumbai on 11th December, 2014 duly registered under Serial No. BDR-9/9401of 2014 with Sub Registrar Andheri No. 3 MSD (Bandra) on 12th December, 2014 between Tejshi Lalji Gada therein called "the Donor" of the One Part and Rakshaben Vipul Shah, therein called "the Donee" of the Other Part, the former out of natural love and affection granted by

way of gift unto and in favour of the Vendor herein his absolute right, title and interest in respect of the said premises;

- (g) the said Society transferred the said Share Certificate in the name of Raksha Vipul Shah Nee Mrs. Rakshaben Vipul Shah as evidenced by the entry dated 30th March, 2015 made on the reverse of the Share Certificate i.e. on the Memorandum of Transfer by the said society;
- (h) by an Agreement For Sale made at Mumbai on 2nd February, 2017 duly registered under Serial No. BDR-9/1058 of 2017 with Sub Registrar Andheri No. 3 MSD (Bandra) on 2nd February, 2017 between Raksha Vipul Shah Nee Mrs. Rakshaben Vipul Shah, therein called "the Vendor" of the Part and (i) Hemali Amrutlal Khakhriya and (ii) Indumati Amrutlal Khakhriya, therein called "the Purchasers" of the Other Part, the former agreed to sell and the latter agreed to purchase and acquire the said premises upon the terms and conditions therein mentioned;
- (i) (i) Hemali Amrutlal Khakhriya and (ii) Indumati Amrutlal Khakhriya paid the full consideration to Raksha Vipul Shah Nee Mrs. Rakshaben Vipul Shah and acquired the physical peaceful and vacant possession of the said Flat as evidenced by Joint Declaration dated 23rd January, 2018 duly notarized under Serial No. 4228 dated 23rd January, 2018 by Ashwin B. Mankodi, Advocate and Notary Public;
- (j) the said Society transferred the said Share Certificate in the names of (i) Hemali Amrutlal Khakhriya and (ii) Indumati Amrutlal Khakhriya as evidenced by the entry dated 3rd March, 2018 made on the reverse of the Share Certificate i.e. on the Memorandum of Transfer by the said society;
- (k) (i) Hemali Amrutlal Khakhriya and (ii) Indumati Amrutlal Khakhriya purchased the said premises as joint owners with right of survivorship i.e. on demise of one joint owner the other joint owner was entitled to the absolute right in the said premises;
- Indumati Amrutlal Khakhriya died intestate at Mumbai on 9th May, 2023 and on her death, Hemali Amrutlal Khakhriya (the Vendor herein) became the absolute owner of the said premises;

- the Vendor as such is seized and possessed of and well and (m) sufficiently entitled to five fully paid up shares bearing Nos. 321 to 325 (both inclusive) each for the value of Rs.50/- in all aggregating to Rs. 250/- vide Share Certificate No. 065 issued by Salsette Building No. 7 Co-operative Housing Society Limited and incidental thereto a Flat bearing No. 66/A admeasuring 180.51 sq. ft carpet equivalent to 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Floor in 'A' Wing of the Building No. 7 belonging to the said Salsette Building No. 7 Co-operative Housing Society Limited on plot bearing CTS Nos. 339, 341 (1 to 7) and 388 of Village Mogra Taluka Andheri MSD situate, lying and being at Old Pump House, Off Jijamata Road, Andheri (East), Mumbai 400 093;
- (n) the Purchasers approached the Vendor and requested her to sell and transfer the said premises with all the rights, benefits and privileges attached thereto unto and in favour of the Purchasers free from all encumbrances to which the Vendor has agreed to;
- (o) the Vendor has agreed to sell and the Purchasers have agreed to purchase the said Premises for a total consideration of Rs. 31,50,000 /- (Rupees 31,50,000/Only) payable by the Purchasers to the Vendor and on the terms and conditions hereinafter contained.
- (p) the parties hereto are now desirous of reducing the terms and conditions in writing as hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows: -

1. The Vendor doth hereby declare that what is recited hereinabove as regards her right, title and interest in the said Premises shall be treated as declarations and representations on her part as if the same are recited herein in verbatim and form part of this clause. The Vendor doth hereby confirm that the Purchasers have agreed to purchase the said Premises relying upon the declarations and representations made by the Vendor.

Purchasers hereby agree to purchase and acquire from the Vendor free from all encumbrances five fully paid up shares bearing Nos 321 to 325 (both inclusive) each for the value of Rs.50/- in al aggregating to Rs.250/- vide Share Certificate No. 065 issued by Salsette Building No. 7 Co-operative Housing Society Limited and includental thereta a Florice
incidental thereto a Flat bearing No. 66/A admeasuring 180.51 sq. ft carpet equivalent to 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Floor in 'A' Wing of the Building No. 7 belonging to the said Salsette Building No. 7 Co-operative Housing Society Limited on plot bearing CTS Nos. 339, 341 (1 to 7) and 388 of Village Mogra Taluka Andheri MSD situate, lying and being at Old Pump House, Off Jijamata Road, Andheri (East), Mumbai 400 093 (hereinafter collectively referred to as "the said premises") and
more particularly referred to in the Schedule hereunder written and all the rights and benefits acquired by the Vendor in the said Premises together with the benefits of sinking fund, if any and other amounts standing credited to the account of the Vendor in the books of the society for the total consideration of Rs/-(Rupees Only) payable by the Purchasers to the Vendor.
3. The aforesaid amount of Rs/- (Rupees Only) shall be paid by the Purchasers to the Vendor as under:
(a) Rs
(a) Rs
particularly referred to in the receipt clause (the payment and
receipt whereof the Vendor doth hereby admit and acknowledge).
(b) Rs/- (Rupees Only) payable by
the Purchasers to the Vendor herein within days from the
date of execution of these presents by procuring loan from any Bank
or Banks or from any financial institution or otherwise against the
endor handing over the peaceful and vacant possession of the said
Premises to the Purchasers and against the Vendor executing the
ale/Transfer Deed and other deeds, documents and writing in
avour of the Purchasers evidencing the transfer of the said
Premises in favour of the Purchasers.

The Vendor declares that:

- (a) she alone is the absolute owner of the said Premises including the rights and benefits attached thereto and no one else has any right, title or interest in the said Premises and the said Premises is thee from all encumbrances:
- (b) the said Premises is not subject to any charge, encumbrance, lability, litigation, adverse claim or lispendents and prior to the execution hereof she has not entered into any Agreement for Sale, Lease, further Leave and Licence, Tenancy, mortgage or otherwise in respect of the said Premises:
- (c) she will at the request and cost of the Purchasers whenever required do and execute or cause to be done and executed all such acts, deeds, things and documents for more perfectly assuring the said Premises, deposit money lying with the society and all the benefits attached thereto in favour of the Purchasers;
- (c) the said Premises is not attached either before or after the judyment or at the instance of any Taxation Authorities or any Authorities and she has not given any undertaking to the Taxation Authorities so as not to deal with or dispose off the said Premises and she is fully competent and entitled to sell the said Premises to the Purchasers:
- there are no proceedings pending in any Court of Law touching or affecting the said Premises;
- there are no insolvency proceedings pending or contemplated against her;
- (g) that the title of the Vendor to the said premises is clear, marketable and free from all encumbrances and that the Vendor has not procured any loan from any Bank or Banks including any Financial Institutions or otherwise.
- (h) On the completion of the Sale, the Vendor shall deliver all the original title deeds and muniments of title to the Purchasers.

- (i) The Vendor will obtain NOC from the Society for transfer of the said Premises in the names of the Purchasers herein.
- (j) the Vendor is assessed as Resident Indian under the provisions of the Income Tax Act, 1961.

Relying upon the aforesaid declarations and representations of the Vendor and believing the same to be true and correct, the Purchasers have agreed to purchase the said Premises.

- 5. The Vendor agree to indemnify and keep the Purchassers indemnified, saved, defended and harmless against all claims, demands, actions, proceedings, costs and expenses that the Purchassers may suffer or incur directly on account of any claim or demand made or raised by any person or persons in respect of the said Premises on account of any claim falling due prior to the date of completion of sale.
- 6. The sale shall be completed on receipt of the balance consideration from the Purchasers by the Vendor as provided in clause 3(b) hereinabove and against the Vendor handing over the peaceful and vacant possession of the said Premises to the Purchasers and the Vendor executing Deed of Transfer/Sale and further documents, if necessary for more perfectly transferring the right, title and interest in respect of the said Premises together with the benefits of the sinking fund or any other amount lying credited with the said Society in respect of the said Premises in favour of the Purchasers.
- 7. The Vendor at the time of completion of sale undertake to give all the forms duly signed and endorsed and undertake from time to time and at all times at the request and cost of the Purchassers to execute a Deed of Transfer/Sale and procure all other documents, deeds and writings whatsoever for the assurances in law and for better and more perfectly transferring the right, title and interest in the said Premises unto and in favour of the Purchassers.
- 8. At the time of completion of sale, the Vendor shall handover to the Purchasers the following documents:

8.8

- 8.3 The original Deed of Transfer made at Mumbai on 17th July, 2006 duly registered under Serial No. BDR-1/6026 of 2006 with Sub Registrar Andheri No. 1 MSD (Bandra) on 18th July, 2006 between (i) Mahadev Vishram Kesarkar and (ii) Anant Mahadev Kesarkar therein called "the Transferors" of the One Part and Tejshi Lalji Gada therein called "the Transferee" of the Other Part
- 8.4 The original Deed of Gift made at Mumbai on 11th December, 2014 duly registered under Serial No. BDR-9/9401of 2014 with Sub Registrar Andheri No. 3 MSD (Bandra) on 12th December, 2014 between Tejshi Lalji Gada therein called "the Donor" of the One Part and the Vendor herein therein called "the Donee" of the Other Part
- 8.5 The original Agreement For Sale made at Mumbai on 2nd February, 2017 duly registered under Serial No. BDR-9/1058 of 2017 with Sub Registrar Andheri No. 3 MSD (Bandra) on 2nd February, 2017 between Raksha Vipul Shah Nee Mrs. Rakshaben Vipul Shah, therein called "the Vendor" of the Part and (i) Hemali Amrutlal Khakhriya and (ii) Indumati Amrutlal Khakhriya, therein called "the Purchasers" of the Other Part
- 8.6 The original Joint Declaration dated 23rd January, 2018 duly notarized under Serial No. 4228 dated 23rd January, 2018 by Ashwin B. Mankodi, Advocate and Notary Public
- All original muniments of title in respect of the said premises.

8.7

- Transfer forms and other documents and writings as required under the Maharashtra Co-operative Societies Act, 1960, the Maharashtra Co-operative Societies Rules, 1961, and the byelaws of the society for the effectual transfer of the said premises with all deposits in respect of the said premises to the names of the Purchasers;
- 8.9 Receipt of maintenance paid to the Society upto date;
- 8.10 Original electricity bill paid upto date;
- 8.11 A letter addressed to electric company requesting it to transfer the meters, records and deposits in respect of the said premises to the names of the Purchasers;
- 9. On receipt of the balance consideration from the Purchasers by the Vendor as provided in clause 3(b) hereinabove, the Vendor covenant with the Purchasers that:-
- i) the Vendor shall hand over the peaceful and vacant possession of the said Premises and shall sell and transfer all her right, title and interest in respect of the said Premises together with the benefits of the deposit money, sinking fund or any other amount lying credited with the society in respect of the said Premises in favour of the Purchasers.
- ii) It is further provided that on the completion of the sale and upon the Vendor handing over the peaceful and vacant possession of the said Flat, the Vendor shall handover all the original title deeds and muniments of title in respect of the said Premises and the Vendor undertakes to give all the forms duly signed and endorsed and undertake from time to time and at all times hereafter at the request and cost of the Purchasers or their nominee/s, to do and execute or procure all documents and such deeds and writings whatsoever for the assurances in law and for better and more perfectly transferring the right, title and interest in the said Premises unto and in favour of the Purchasers.

Yendor;

AADHAR: 2563 3698 9155

Purchasers:

(1) VILAS RAMESH VAJE

:AAHDAA :NA9

(2) VAISHNAVI VILAS VAJE

:NA9

:AAHDAA

Certificate bearing no. CE/5557/WS/AK dated 3rd September, 1999. Building Proposals (W.S.) H and K/East Ward has issued Occupation upper floors having one elevator and the Executive Engineer 16. The building of the Society consists of ground and seven

jurisdiction of Courts of Mumbai only. 17. All disputes under this Agreement are subject to the exclusive

vice versa. PLURAL and vice versa and (b) MASCULINE shall include FEMINE and or repugnant to the subject or context (a) SINGULAR shall include 18. In this Agreement unless there is anything inconsistent with

hereinabove written. subscribed their respective hands the day, month and year first IN MITNESS WHEREOF the Parties hereto have hereunto set and

THE SCHEDULE ABOVE REFERRED TO:

Sub-District of Mumbai Suburban and Andheri (Bandra). Andheri (East), Mumbai 400 093 within the Registration District and MSD situate, lying and being at Old Pump House, Off Jijamata Road, CTS Nos. 339, 341 (1 to 7) and 388 of Village Mogra Taluka Andheri Building No. 7 Co-operative Housing Society Limited on plot bearing in 'A' Wing of the Building No. 7 belonging to the said Salsette 16.77 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Floor bearing No. 66/A admeasuring 180.51 sq. ft carpet equivalent to operative Housing Society Limited and incidental thereto a Flat vide Share Certificate No. 065 issued by Salsette Building No. 7 Coinclusive) each for the value of Rs.50/- in all aggregating to Rs.250/-ALL THAT five fully paid up shares bearing Nos. 321 to 325 (both

> or persons claiming by, from, under, through or in trust for the any claim, charge, interest or demand of the Vendor or any person respective heirs, executors and administrators and assigns without Premises unto and to the use and benefit of the Purchasers their iii) the Purchasers shall be entitled to have and to hold the said

their names from the name of the Vendor; of the said society and for the transfer of the said Premises in iv) the Purchasers shall be entitled to apply for the membership

the sale. Thereafter, the Purchasers shall be liable to pay the same. dues in respect of the said Premises upto the date of completion of outgoings, society maintenance, electricity charges and all other 10. The Vendor shall pay all rates, taxes, assessments, monthly

bremises. Purchasers at the time of the completion of sale of the said other lawful assurances and deeds as may be required by the 11. The Vendor shall at the cost of the Purchasers execute all

ednally. Purchasers shall be borne and paid by the Vendor and Purchasers said Premises from the name of the Vendor to the names of the whatever name called payable to the said Society for transfer of the 12. The Transfer charges/donation or any such amount by

payment by the Vendor. execute a Deed of Sale confirming the receipt of the balance balance payment as provided in clause 3(b), the parties hereto will 13. It is further agreed by the Vendor that upon the receipt of the

shall be borne and paid by the Purchasers alone. 14. The Stamp Duty and Registration Charges on these presents

1.20N AAHDAA bns NA9 gniwollof 15. The Parties hereto are assessed to Income Tax under the

Vendor:

PAN: AUVPK5180E HEMALI AMRUTLAL KHAKHRIYA

