

Without Prejudice
For discussion purpose only
First Draft dated 3/5/2024

Draft Agreement

AGREEMENT FOR SALE

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

B e t w e e n

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:

A n d

(1) VILAS RAMESH VAJE AND (2) ~~VASHNAVI 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:

W H E R E A S:

(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



(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 at or for the price and upon the terms and conditions therein mentioned;

(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 "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-9/9401 of 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;

(l) 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;

(m) the Vendor as such is seized and possessed of and well and 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. 3,150,000/- (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.

2. The Vendor doth hereby agree to sell and transfer and the 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 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 (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. _____/- (Rupees _____ Only) paid by the Purchasers to the Vendor on or before the execution hereof more 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 Vendor handing over the peaceful and vacant possession of the said Premises to the Purchasers and against the Vendor executing the Sale/Transfer Deed and other deeds, documents and writing in favour of the Purchasers evidencing the transfer of the said Premises in favour of the Purchasers.



4. 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 free from all encumbrances;

(b) the said Premises is not subject to any charge, encumbrance, liability, litigation, adverse claim or lispendens 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;

(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;

(f) 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 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(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 Purchasers 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 Purchasers.

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

- 8.2 The original 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) between Persepolis 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
- 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-9/9401 of 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
- 8.7 All original muniments of title in respect of the said premises.

- 8.8 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 by-laws 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.

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

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

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

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

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

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

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

15. The Parties hereto are assessed to Income Tax under the following PAN and AADHAR NOS.:

Vendor:

HEMALI AMRUTLAL KHAKHRIYA

PAN: AUVPK5180E

AADHAR: 2563 3698 9155

Purchasers :

(1) VILAS RAMESH VAJE

PAN:

AADHAR:

(2) VAISHNAVI VILAS VAJE

PAN:

AADHAR:

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

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

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

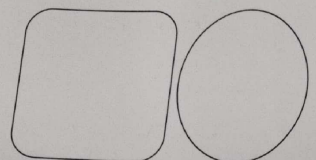
IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

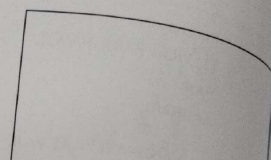
ALL THAT five fully paid up shares bearing Nos. 321 to 325 (both inclusive) each for the value of Rs.50/- in all aggregating to Rs.250/- vide Share Certificate No. 065 issued by Salsette Building No. 7 Co-operative Housing Society Limited and incidental thereto a Flat bearing No. 66/A admeasuring 180.51 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 within the Registration District and Sub-District of Mumbai Suburban and Andheri (Bandra).



SIGNED AND DELIVERED by the }
 Withinnamed Vendor }
 HEMALI AMRUTLAL KHAKHRIYA }

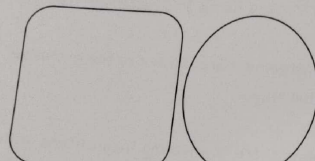


Photograph and Left Thumb Impression
 in the presence of

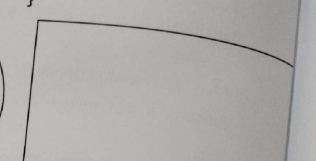


Signature

SIGNED AND DELIVERED by the }
 Withinnamed Purchasers }
 (1) VILAS RAMESH VAJE }

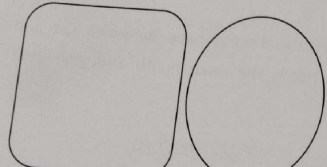


Photograph and Left Thumb Impression

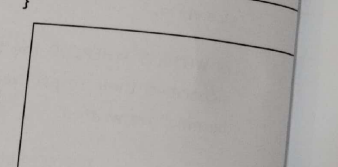


Signature

(2) VAISHNAVI VILAS VAJE }



Photograph and Left Thumb Impression



Signature

Nos. 1 and 2 in the presence of }

RECEIVED of and from the withinnamed Purchasers the sum of Rs. _____/- (Rupees _____ Only) the details whereof are as under.

Chq. No.	Date	Bank	Branch	Favouring	Issued by	Amount

WITNESSES:

I SAY RECEIVED:

HEMALI AMRUTLAL KHAKHRIYA
 (VENDOR)

THE COSMOS CO-OP E
 (Multi State Scheduled Bank)
 NOTICE
 Mantri Jeevan Jyoti Bima Yojana
 &
 Mantri Suraksha Bima Yojana (MSB)
 All the members of PMJJBY and PMSB
 es from IRDA your premium for bo
 the insurance cover for next year. You
 equate balance in your account for
 fully run by our Bank. We would like to
 members to continue with the present
 id contact the branch manager
 Jyoti Bima Yojana (PMJJBY) Premium
 ma Yojana (PMSBY) (183701822)

Region I, Pune
University Road, Pune
020-26346999
020-25529041

19	20	21	22	23	24	25	26	27	28
5	6	7	8	9	10	11	12	13	14
1	2	3	4	5	6	7	8	9	10
S	M	T	W	T	F	S	S	M	T

OCTOBER

29	30	31	1	2	3	4	5	6	7
22	23	24	25	26	27	28	29	30	31
15	16	17	18	19	20	21	22	23	24
8	9	10	11	12	13	14	15	16	17
1	2	3	4	5	6	7	8	9	10
S	M	T	W	T	F	S	S	M	T

OCTOBER

Dept: FINANCE
Position: FINANCIAL OFFICER

आयकर विभाग
INCOME TAX DEPARTMENT
VILAS RAMESH VAJE

भारत सरकार
GOVT. OF INDIA

RAMESH VAJE
21/06/1983
Permanent Account Number
ASCPV5076H

Signature 