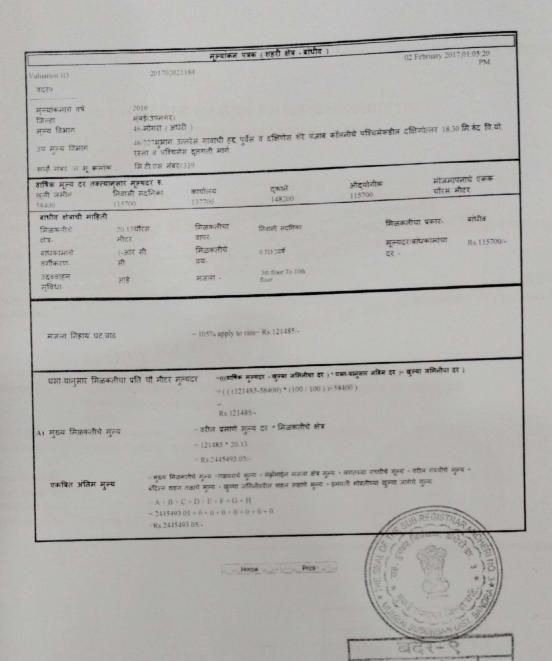
HAMMITHAL पावती Original/Duplicate नोंदणी क्रं. :39म Thursday, February 02, 2017 1:09 PM Regn.:39M 4th Agreement. पावती क्रं.: 1173 गावाचे नाव: मोगरा दस्तऐवजाचा अनुक्रमांक: वदर9-1058-2017 Current owner. दस्तऐवजाना प्रकार: करारनामा सादर करणाऱ्याचे नाव: हेमाली अमृतलाल खाखरीया ₹. 30000.00 नोंदणी फी रु. 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 पत्ता: Panjab National Bank 2) देयकाचा प्रकार: By Cash रक्कम: रु 680/yemalik REGISTERED OFIGINAL DOCUMENT

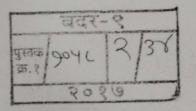


\$5.8

Data of ESBTR for GRN MH008164238201617S Bank - PUNJAB NATIONAL BANK

Bank/Branch KHAR Pmt Txn id 020217M100091 : 14098478312407 Stationary No : 02/02/2017 11:44:43 Pmt DtTime 02/02/2017 10:47:59 MHD0848423829 6 75 TIST-378-1888 BDR9 MBHER NO.38 ChallanidNo 03006172017020150537 ARDHER NO 3 SUB REGISTRAR Office Name DATE 02/02/2017 Stamp Digitalio Portal 02/02/2017 (IS)-378-1058 Stoudet 0030047581-75 StDuty And Rs 30.000.00/- (Rs Thirty Thousand Rupees Only)

B25 Only for verification-not to be printed and used RgnFegSchm 000450949820190 (RgnFegSchm words: fW80049801-70 / Registration Fee Article : 34,00,000.00/-**Prop Myblty Immovable** Consideration FLAT NO 66/A 6TH.FLOOR A WING, BUILDING NO 7, SALSETTE BUILD, NO 7 CHSL OLD Prop Descr PUMP HOUSE, ANDHERI EAST MUM, Maharashtra PAN-AUVPK5180E HEMALI AMRUTLAL KHAKHRIYA AND OTHER **Duty Payer** PAN-AQVPS4913P RAKSHA VIPUL SHAH Other Party Bank Scroll No Bank Scroll Date **RBI** Credit Date 0000000000 Mobile Number



	महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
	मुल्यांकन अहवाल सन २०१६-१७
1.	शादरकत्यि गाव तमाली अनुच्छेद क्रमांक 25 (व)
2.	सादरकत्यि नाव हिमाली असललाल स्वारकार्य।
3.	तालुका मुंबई / इहारी / बोरीवली / कुर्ला
4.	गावाचे नाय: भोगिर्भ
5.	नगरभुमापन क्रमांक/सर्वे क्र/अंतिम भुखंड क्रमांक: 339,341 (1.70 र्न)
6.	1.1
7.	मिलकतीचा प्रकार :- खुली जमीन, निवासी , कार्याजय दुकान औदयोगिक
	प्रति ची मी. दर: <u>\$8400</u> - 115 + 100
8.	दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : 20 . 13 कारपेट / बिल्ट अप चौ.मीटर / मूळ
.9.	कारपार्किंग : - ग्रन्थी : - पोटमाळा : - पोटमाळा : - पोटमाळा : -
10	मजला क्रमांक : अहिंवा भारती उदवाहन सुविधा आहे / उसही
11.	यांचकान पर्पः धसाराः धसाराः
12	यांधकानाचा प्रकार : आरआरती / इतर पक्के / अर्थे पक्के / कच्चे
13.	वाजारनुल्यदर तरान्यातील मार्गदर्शक सुचना है 19 ज्यान्यये दिलेली मेंट / याड
14.	भाडेकरु च्याप्त गिळकत असल्यास : 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :
	2. नवीन इमारतीत दिलेले क्षेत्र :
	3. भाडयाची रक्कम :
15.	लिव्ह ॲन्ड लायसन्सचा दस्तः 1. प्रतिमाह भाडे सक्कमः
	निवासी / अनिवासी 2. अनामत स्क्कम / शागावू भाडे:
16.	निधरित केलेले बाजारमूल्य : 24, 45, 50%-
17.	तस्तामध्ये दर्शविलेली मोबदलाः 34,00,000/-
	20.13×115+00×1.05 = 24,45,493
	वेय मुद्रांक शुल्क : 1, 70,000/- भरलेले मुद्रांक शुल्क : 1, 70,000/-
19,	देय नींदणी की : 30,000/-
(- T = =
	प्रस्तक १०५८ 3 कि सह दुर्यम निबंधक अधेरी के. इ.
	पुरतिया / । । । । । । । । । । । । । । । । । ।

२०१७

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA ई-सरक्षित बँक व कोषागार पावली

URED BANK & TREASURY RECEIPT (e-SBTR)

14098478312407

100

Bank/Branch: PNB/KHAR(6629) Prot Txn id : 020217M100091

Pmt DtTime : 02-02-2017@10:47:59 ChallanIdNo: 03006172017020150537

District : 7101/MUMBAI

Stationery No: 14098478312407

Print DtTime: 02-02-2017@11:44:43 GRAS GRN : MH0081642382016178

Office Name : IGR188/BDR9_ANDHERI NO 3

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS StDuty Amt : R 1,70,000/-(Rs One, Seven Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR

RgnFee Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment Prop Mvblty: Immovable

Consideration: R 34,00,000/-

Prop Descr : FLAT NO 66/A 6TH, FLOOR A WING, BUILDING NO 7, SALSETTE BUILDNO 7 CHSL

Duty Payer: (PAN-AUVPK5180E) HEMALI AMRUTLAL KHAKHRIYA AND OTHER Other Party: (PAN-AQVPS4913P) RAKSHA VIPUL SHAH

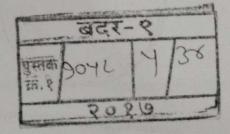
Bank officiall Name & Signature

VALANTI PAI 39377

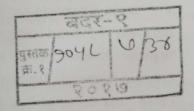
Bank official2 Name & Signature - Space for customer/office use











AGREEMENT FOR SALE

My half

THIS AGREEMENT FOR SALE is made and executed at Mumbai this day of February in the Christian Year Two Thousand and Seventeen

राज्याती को आयमत्या

Between

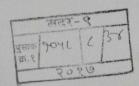
RAKSHA VIPUL SHAH NEE MRS. RAKSHABEN VIPUL SHAH, Indian Inhabitant, residing at 118/9, Bunny Home Society, Shere-e-Punjab, Mahakali Caves Road, Andheri (East), Mumbai 400 093, hereinafter called "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to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

क्रीकी हैं एन्ड्रमती को -आखरावा (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 3 sq. mtrs carpet i.e. 20.12 sq. mtrs built up on the Sixth Floor in A ways 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 100 093 at or for the price and upon the terms and conditions therein mentioned;

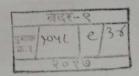
(b) by a Deed of Transfer made at Mumbai on 17th July, 2006 duly registered under Serial No. BDR-1/6026 of 2006 with Sub Registrar Andheri No. 1 MSD (Bandra) on 18th July, 2006 between (i) Mahadev Vishram Kesarkar and (ii) Anant Mahadev Kesarkar therein called



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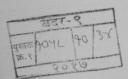
"the Transferors" of the One Part and Tejshi Lalji Gada therein called "the Transferee" of the Other Part, the former sold and transferred and the latter purchased and acquired from the former the said Flat at or for the price and upon the terms and conditions therein mentioned;

- (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;



हार्डमण अनु आमधना

- (g) the said Society transferred the said Share Certificate in the name of the Vendor herein as evidenced by the entry dated 30^{th} March, 2015 made on the reverse of the Share Certificate i.e. on the Memorandum of Transfer by the said society and as such the Vendor herein is the registered holder of the said shares and the member of the said Society and holding species thereof namely the said Flat;
- (h) by Leave and License Agreement made at Mumbai on 2nd January, 2017 ("said Leave and License Agreement") 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, the Vendor herein granted license unto and in favour of the latter to use and occupy the said Flat for 11 months commencing from 1st January, 2017 ending with 30th November, 2017 at or for the monthly license fee of Rs. 8,500/- (Rupees Eight Thousand Five Hundred Only) and upon the terms and conditions therein mentioned. The said Laduram Devichand has deposited with the Vendor herein a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) as refundable interest free security deposit. In the circumstances, at the time of completion of sale the Vendor will transfer the Security Deposit of Rs. 50,000/- (Rupees Fifty Only) to the Purchasers herein and the terms and conditions of the said Leave and License Agreement shall be binding upon the Licensee who will be required to fulfill the terms, conditions and obligations unto and in favour of the Purchasers who will step into the shoes of the Vendor herein:
- the Vendor as such are 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



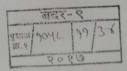
Etotad कर आध्याता

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;

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

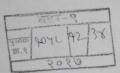
1. The Vendor doth hereby declare that what is recited hereinabove as regards her right, title and interest in the said Premises shall be treated as declarations and representations on her part as if the same are recited herein in verbatim and form part of this clause. The Vendor doth hereby confirm 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. 34,00,000/- (Rupees Thirty Four Lakhs Only) payable by the Purchasers to the Vendor.

- The aforesaid amount of Rs. 34,00,000/- (Rupees Thirty Four (Takhs Only) shall be paid by the Purchasers to the Vendor as under:
- (a) Rs. 8,00,000/- (Rupees Eight Lakhs 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. 20,00,000/- (Rupees Twenty Lakhs Only) payable by the Purchasers to the Vendor herein within 45 days from the date of execution of these presents by procuring loan from any Bank or Banks or from any financial institution or otherwise.



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

In the event the balance consideration is not paid by the Purchasers to the Vendor within 45 days from the date of the execution of these presents, in that event, the Vendor will extend further period of 45 days subject to the condition that the Purchasers will be liable to pay interest at the rate of 12% p.a. on the balance consideration. It is further provided that for any reasons whatsoever if the Purchasers fail to complete the sale in respect of the said premises, in that event, the sum of Rs. 50,000/- (Rupees Fifty Thousand Only) will stand forfeited and the Vendor will be liable to refund the balance amount to 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 (save and except the said Leave and License Agreement);
- (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.

श्रीतहमती को जामश्या 5050 in respect of the said Premises (save and except the said Leave and License Agreement dated 2nd January, 2017 referred to in recital (h));

- (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 acts, deeds, the deposit money lying with the society and all the said Premises, deposit money lying with the Purchasers; 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;

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.

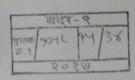
वदर-९ पुस्तक २०५८ १४ ३४

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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

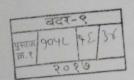


श्री का भाषात्रवा

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 Joint Declaration/Deed of Transfer/Sale and Purchasers to execute a Joint Declaration/Deed of Transfer/Sale and Purchasers to execute a Joint Declaration/Deed of Transfer/Sale and Purchasers 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:
- 8.1 The original Share Certificate No. 065.
- 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 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

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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- 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 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
- 8.6 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;
- 8.8 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;

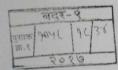
urchasers; अदर-१ १ प्राप्त १०१५ १०/3४

हिन्द्रभती को - आअश्वरा

- i) the Vendor shall hand over the juridical 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.
- upon the Vendor handing over the juridical 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.

Premises unto and to the use and benefit of the Purchasers survivor of them and the heirs, executors and administrators of such last survivor or her 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:



& Malan

हिन्द्रभती को आधाराया

- 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(c), the parties hereto will execute a Joint Declaration confirming the receipt of the balance payment by the Vendor and upon such balance payment this Agreement For Sale will be construed as Deed of Sale unto and in favour of the Purchasers herein.
- 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 NOS.:

Vendor:
RAKSHA VIPUL SHAIK, 7

AQVPS4913P

Purchasers:

(1) HEMALI AMRUTLAL KHAKHRIYA

(2) MRS. INDUMATI AMRUTLAL KHAKHRIYA

AUVPK5180E BFVPK2985R

हान्द्रभती करे आधाराता

Your account TOF NEXT YEAR. Y

ount between 25 Is premium for My Due Yallma

- 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. The copy of the (i) P. R. Card, (ii) Occupation Certificate, (iii) Share Certificate and (iv) PAN Cards are annexed hereto marked as ANNEXURE 'A', 'B', 'C' and 'D' respectively.
- 19. 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.

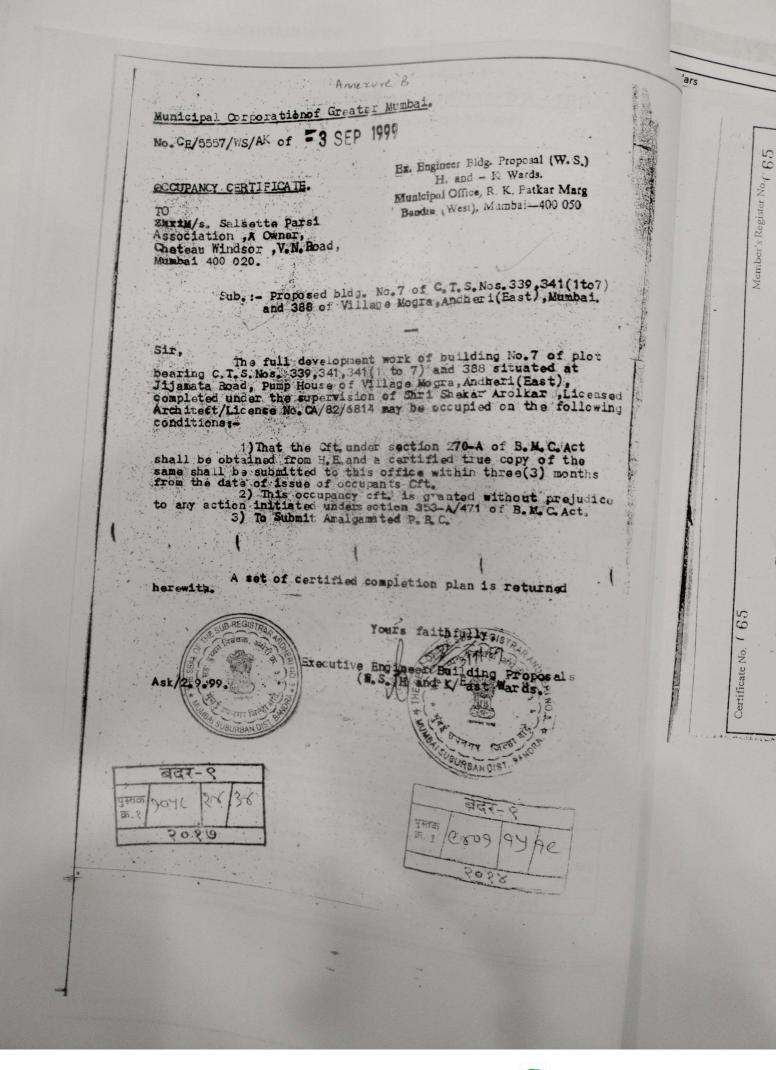
THE SCHEDULE ABOVE REFERRED TO:

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 Cooperative Housing Society Limited and incidental thereto a Flat bearing No. 66/A admeasuring 180.51 sq. ft carpet equivalent to 1847 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).



शन्द्रमती २४ - भाष्मत्या





Certificate No. 165

Member's Register No. C 65

SALSETTE BUILDING NO.7

CO-OPERATIVE HOUSING SOCIETY LIMITED

(REGN. NO. MUM / WKE / HSG / TC / 15059 / 2011 DATED 08-11-2011) C.T.S. No.339, 341 (1 to 7), 388, Village-Mogra, Jijamata Road, Pump House, Andheri (East), Mumbai - 400 093.

AUTHORISED SHARE CAPITAL Rs.1,00,000/- DIVIDED INTO 2000 SHARES OF Rs.50/- EACH

SHARE CERTIFICATE

This is to Certify that Shri/Smt. Shri Tejshi Lalji Gada

(Flat Ho. 66/A)

is / are the registered holder of FIVE fully paid-up shares Numbered 321 to 325 (both inclusive) of Rs. 50/-

each of this Society.

Rs.250/-

Given under the Common Seal of

SALSETTE BUILDING NO.7 CO-OP. HSG. SOC. LTD.

This 26th day of January 2012

Hon. Secretary

Adurkar Chetan

Committee Member

NOTE: NO TRANSFER OF SHARES WILL BE REGISTERED WITHOUT PRODUCTION OF THIS CERTIFICATE

Scanner



SWd) euelo

Summary1 (GoshwaraBhag-1)

ामकाक्ष्माम् गुरुवार,02 फेब्रुवारी 2017 1:12 म.नं.

दस्त गोषवारा भाग-1

वदर9 दस्त क्रमांक: 1058/2017

दस्त क्रमांक: वदर9 /1058/2017

वाजार मृल्य: र. 24,45,500/-

मोबदला: रु. 34,00,000/-

भरलेले मुद्रांक शुल्क: रु.1,70,000/-

इ. नि. सह. इ. नि. वदर9 यांचे कार्यालयात

अ. क्रं. 1058 वर दि.02-02-2017

रोजी 1:06 म.नं. वा. हजर केला.

पावती:1173

पावती दिनांक: 02/02/2017

सादरकरणाराचे नाव: हेमाली अमृतलाल खाखरीया

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 680.00

पृष्टांची संख्या: 34

एकुण: 30680.00

Hemalit

दस्त हजर करणाऱ्याची सही:

रेखियंभी वैधक अंधेरी क्र. ३,

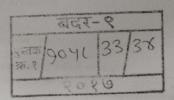
सह. दुव्यम निवंधक अधरी क्र. ३.

दस्ताचा प्रकार: करारनामा

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

शिक्का कं. 1 02 / 02 / 2017 01 : 05 : 14 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 02 / 02 / 2017 01 : 07 : 29 PM ची वेळ: (फी)









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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print immediately after registration

For feedback, please write to us at feedback isanta@gmail.com



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:-

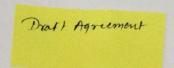
1) That the Oft under section 270-A of B.M.C.Act shall be obtained from H.E. and a certified true copy of the same shall be submitted to this office within three(3) months from the date of Issue of occupants cft. to any action initiated unders sotion 353-A/471 of B. M. C. Act.

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

- (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-9/9401of 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;
- (I) 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/- (Rupees Only) paid by the
(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
Pendor 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.

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

- 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.



- 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:
- 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 Cooperative 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).

