



गुजरात MAHARASHTRA

2015

NG 199662

मुद्रांक कार्यालय,
दि. क्र. ८०००००००

2 JUL 2015

बधिकारी



AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this day of 8th day of September, 2015 between MR. KAMAL KISHORE BHAISHANKAR VYAS, presently residing at German Darshan Co-operative Housing Society, Shop No. 14, Ground Floor, Tulsiwadi, Sitaram Ghadigaonkar Marg, Tardeo, Mumbai – 400 034, hereinafter called "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his legal heirs, executors, assignees and administrators) of the ONE PART; AND, RAKESH GAJENDRA GAUTAM and MRS. NIMISHA RAKESH GAUTAM, both an adult, Indian Inhabitant and husband wife residing at Flat No. 708/7, Orbit Heights-B, Nana Chowk, Tardeo Road, Mumbai – 400 007, hereinafter called "THE JOINT PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their legal heirs, executors, assignees and administrators) of the SECOND PART;



[Signature]

[Signature]

WHEREAS:

A) The Ve
and

MADE AT MUMBAI
ON THIS 27th day of JULY 2015
I, the undersigned, being a duly qualified and practicing Advocate, do hereby certify that the contents of the above instrument are true and correct and that the same have been read and explained to the parties and they have signed the same voluntarily and without any coercion, undue influence or fraud.

Rohit G P Yadav
Nand Chand

27 JUL 2015
27 JUL 2015

00009888



WHEREAS:

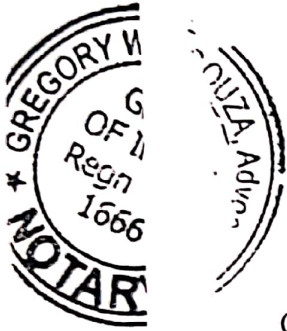
- A) The Vendor is owner, seized and possessed of or otherwise well and sufficiently entitled to Shop No. 14 on the Ground Floor of the German Darshan Co-operative Housing Society, a proposed society to be registered under the Maharashtra Co-operative Society Act, 1960, hereinafter referred to as "the said Society", admeasuring 21.94 sq. meters built up area bearing the Cadastral Survey No. 367 of the Tardeo Division, 'D' Ward situate at Tulsiwadi, Sitaram Ghadigaonkar Marg, Tardeo, Mumbai – 400 034, hereinafter referred to as "the said Shop".
- B) The above said shop premises is allotted by Developer to Vendor in re-development scheme in lieu of his old shop premises in old building i.e. Old Shop bearing No. 5, German Chawl, Ground Floor, Sitaram Ghadigaonkar Marg, Tulsiwadi, Tardeo, Mumbai – 400 034. The said old Shop was rental and tenancy of said old Shop was standing exclusively in the name of Vendor only.
- C) The Individual Tenant Agreement for re-development dated 10/06/2008 was signed by and amongst Vendor, Landlord, Developers and Society wherein it was committed that one shop premises admeasuring 21.94 Square Meters will be provided to Vendor free of cost and on Ownership basis on ground floor. Accordingly, above said Shop is allotted to above Vendor.
- D) The Vendor was running Hotel in the name of Hotel Shree Sai Prasad in the old shop premises and same business he is doing in the new allotted shop in the same name. Also, all MCGM licenses for running Hotel are obtained by Vendor.

[Handwritten signature]

[Handwritten signature]



- E) Proposed housing Society is not yet registered as per Maharashtra Co-operative Societies Act, 1960 and hence Share Certificate is not issued in the name of Vendor.
- F) The Vendor has exclusive right to sell, transfer, convey and assign all its right, title and beneficial interest in the said commercial unit No. 14 on Ground floor of Geman Darshan Co-operative Housing Society, Sitaram Ghadigaonkar Marg, Tulsiwadi, Tardeo, Mumbai – 400 034. The year of construction of said building is 2010 and it is 14 storied building with lift facility.
- G) The Vendor state that said aforesaid Shop premise is allotted Purely on Ownership basis and Vendor is free to sell it at his free will by relinquishing and surrendering all his legal rights, title and interest in the Shop premises.
- H) The “VENDOR” has agreed to transfer and assign unto the “PURCHASER” and the “PURCHASER” has agreed to acquire from “VENDOR” the Said Shop and as incidental thereto all the rights, privileges and benefits appertaining to the Shop including the rights to possess, use and enjoy the said Shop premise free from all encumbrances at or for the aggregate price of Rs.1,21,00,000/= (Rupees One Crore Twenty One Lakhs Only).
- I) The parties hereto are desirous of recording the terms and conditions agreed between them for transfer of the said Shop together with all rights, privileges and benefits appertaining to the said Shop including the right to possess use and enjoy the said premises to the ‘PURCHASER’.



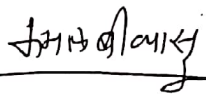
Hamid Ali

Rakesh



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The "VENDOR" hereinabove, agrees to sell, assign, transfer and assure the said Shop Premises No. 14 on Ground floor of Geman Darshan Co-operative Housing Society, Sitaram Ghadigaonkar Marg, Tulsiwadi, Tardeo, Mumbai - 400 034 and all its right, title and interest together with the benefits of this AGREEMENT to the "PURCHASER" and the "PURCHASER" agrees to acquire the same from the "VENDOR" at or for the lump sum price of Rs. 1,21,00,000/= (Rupees One Crore Twenty One Lakhs Only) to be paid as per payment schedule hereunder written at the end of this agreement.
2. The "VENDOR", hereinabove shall on receipt of full and final PAYMENT will hand over quite and vacant possession of the said Shop premises to the "PURCHASER" by removing all his furniture, fittings, family members, servants and/or anything that he is lawfully require for handing over possession of the above said shop.
3. The "VENDOR" hereby declares and confirms to the "PURCHASER" that :-
 - a. The consideration for sale of said Shop also includes incidental and consequential rights to use, occupy and enjoy the said premises and also includes the said proportionate credit balance, proportionate share in the sinking fund and other reserves, if any with the said housing Society, landlord and Developer.





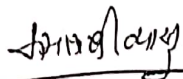




- b. The said Shop is occupied by the "VENDOR" and the "VENDOR" is in position to deliver vacant possession of the said premises to the "PURCHASER".
- c. All dues of the said Society have been paid by the "VENDOR" and the said Society has no out standings whatsoever against the "VENDOR" in respect of the said premises.
- d. There are not and have never been any disputes or questions between the "VENDOR" and the Society or anyone else touching or concerning the said title of said Shop.
- e. There is no and has never been any litigation, legal or other proceedings before any Court or Authority touching or concerning the said Shop and there is no order or decree, attachment or action of any Court or Authority including the Income Tax Authority.
- f. There are no circumstances, fact or act or any impediment prejudicially affecting the full right and Authority of the "VENDOR" to sell and transfer the said Shop and to deliver the vacant possession of the said Shop to the "PURCHASER" and other person authorized by them.
- g. The "VENDOR" herewith agrees that all the charges, dues and any outstanding amounts due to the Society for the period of its occupancy if being accrued now or later shall be borne and paid by the "VENDOR" as and when demanded or become due for payment in respect of above Shop.




- h. The "VENDOR" herewith agrees that there is no liabilities on the said Hotel Shree Sai Prasad and/or said Shop from any of the Government, Semi-Government, Banks, Financial institutions or any such parties and in case any such liability/s arises before or after this Agreement the "VENDOR" shall be responsible to pay or settle the said claims and that the "PURCHASER" shall not be responsible for the said liability.
- i. The "VENDOR" has good right, full power and authority to sell and transfer to the "PURCHASER" the said Shop free from all encumbrances and claims and to deliver the vacant possession of the said Shop to the "PURCHASER" and to receive the said purchase price and pass valid and effectual receipt and discharge for the same.
- j. The "VENDOR" has not entered into with anybody any Agreement for Sale or Transfer of the said Shop whereby any right, title, interest or claim of anybody may be created in, to or upon in respect of the said shop or any part thereof; and shall not enter into any Agreement touching or concerning the said shop or any part thereof during the pendency of this Agreement.
- k. On the execution hereof, the "VENDOR" will address to the said society a letter declaring its intention to transfer the said Shop in favour of the "PURCHASER" and ask for the society's consent and No Objection to the same.
- l. Vendor hereby authorized both the Joint Purchasers to approach the office bearers of German Darshan Co-operative Housing Society for transfer of Shop to their names and issue of Share Certificate in their joint names.





4. The "VENDOR" hereby covenants with the "PURCHASER" that on completion of the Sale the "PURCHASER" shall from time to time and at all times hereafter peacefully and quietly hold, enter upon, have, occupy, possess and enjoy the said premises and every part thereof without any Suit, lawful eviction, action, interruption, hindrance, claim or demand whatsoever from or by the "VENDOR" or any person or persons lawfully or equitably claiming or to claim by from under or in trust for the "VENDOR".

5. The "VENDOR" hereby further covenant with the "PURCHASER" that the "VENDOR" shall from time to time and at all times hereafter at the request and costs of the "PURCHASER" do and execute or cause to be done or executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyance and assurance in the law whatsoever for the better further and more perfectly and absolutely transferring to or vesting in the "PURCHASER" the said Shop and every part thereof and the possession and enjoyment of the said Shop as shall or may be reasonably required by the "PURCHASER" or its counsel.

6. The "VENDOR" hereby covenant with the "PURCHASER" that the "VENDOR" has not done, committed or knowingly or willingly suffered or been party to any act, deed or thing whereby the "VENDOR" is or may be in any way prevented from selling and transferring to the "PURCHASER", the said Shop or whereby the same or any part thereof can or may be charged encumbered or prejudicially affected howsoever on receipt of full payment as mentioned hereinabove.

Handwritten signature

Handwritten signature



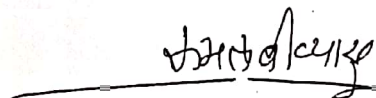
7. The "VENDOR" shall on receipt of full payment as provided in clause 1 hereof apply to the said Society for transfer of the said premises in the name of the "PURCHASER" in their records.
8. All outgoings payable by the "VENDOR" to the said Society up to the completion of the sale and the handing over of the vacant possession of the said Shop possession by the "VENDOR" to the "PURCHASER" shall be borne and paid by the "VENDOR". All such payment after the completion of the sale and the handing over of the vacant possession of the said Shop shall be borne and paid by the "PURCHASER" alone.
9. The Parties hereto agree that the transfer charges payable to the said Society for the transfer of said Shop in the name of the "PURCHASER" shall be borne and paid by the "VENDOR" and "PURCHASER" equally.
10. Save as otherwise expressly provided herein, all costs, charges and expenses of and incidental to this Agreement including stamp duty and registration charges and completion of sale and transfer of the said premises pursuant to this Agreement shall be borne and paid by the "PURCHASER" alone. Any brokerage payable in the above deal may be paid by respective parties to their broker separately.
11. The Parties hereto agree to do all such further acts and execute all such deeds, documents and writings that may necessary for giving effect to the provisions of this Agreement and for more perfectly securing and assuring the said Shop unto and to the use of the "PURCHASER".

Handwritten signature

Handwritten signature

Each Party shall pay their respective Advocates & Solicitors Fees.

13. Schedule of payment of total cost of above office premises is agreed by and between parties in the following manner:-
 - a) A sum of Rs. 44,00,000/- (Rupees Forty Four Lakhs Only) paid as and by way of Earnest Money on or before the execution of this presents.
 - b) The balance amount of Rs.77,00,000/- (Rupees Seventy Seven Lakhs only) to be paid on registration and payment of Stamp duty on this presents.
14. This Sale Agreement is binding on legal heirs, administrators and executors as they have personally signed and executed present Agreement to Sale. It will be a sole duty and responsibility of Vendor to safeguard the interest of Purchaser in the event anybody creates any litigation over the above said Shop anytime before and after the sale of said Shop.
15. Vendor undertakes to indemnify and keep indemnified the Joint Purchasers against any loss, litigation, and adverse claim etc. in transfer of the above said Shop to the name of Joint Purchasers.
16. Vendor is separately signing and executing duly signed Power of Attorney vested with all powers in respect of above Shop in favour of Joint Purchasers, hereinabove.
17. Present agreement is signed in Mumbai Jurisdiction only and possession is already handed over to Purchaser against token payment. Presently the Vendor is occupying said Shop purely on leave and license basis from the Purchaser.





In witness whereof the parties hereto have hereunto set and subscribed their respective hands on the date and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED,)

by the within named "VENDOR")

MR. KAMAL KISHORE B. VYAS)

In the presence of...)

[Handwritten signature]
[Notary Seal: RY W. D. SOLI, GOVT. NOTARY PUBLIC, MUMBAI]

SIGNED, SEALED AND DELIVERED, by)

the within named "JOINT PURCHASERS")

1. MR. RAKESH GAJENDRA GAUTAM)

[Handwritten signature]

2. MRS. NIMISHA RAKESH GAUTAM)

In the presence of...)

[Photograph of Notary]
[Notary Seal: Advocate + Notary, GOVT. NOTARY PUBLIC, MUMBAI]

WITNESSES:

1. MR. KANAK MAL KATARA)

2. MR. NARENDAR KUMAR BHAISHANKAR VYAS)

3. MR. NANDKISHORE DHANESHWAR VYAS)

Explained & Interpreted by me,

S. P. Chaugule
Suresh P. Chaugule
Advocate, High Court
C/I, 2/32, Maniar Building,
Tardeo Rd, Mumbai 400 034.

ISI NO 948
N. REG. NO 127

08 SEP 2015

