

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at DOMBIVLI this 30th day of March, 2015;

BETWEEN

SHRI HARESH BHAVANJI GALA

] VENDOR

AND

SMT BHAVNA BHARAT CHHEDA

] PURCHASERS

SHRI BHARAT LILADHAR CHHEDA]



* BHAVNA B. CHHEDA Page 1 of 7

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THIS AGREEMENT FOR SALE is made at Dombivli, this 25th day of March 1998
2015;

BETWEEN

SHRI HARESH BHAVANJI GALA, Age 46 years, Indian Inhabitant, residing at Jay Radheshyam Co-Op. Housing Society Ltd, A-Wing, Flat No. 302, 3rd Floor, Dr. Rajendra Prasad Road, Ramnagar, Dombivli (East), Pin: 421201; hereinafter referred to as 'THE VENDOR' (which expression shall unless it be repugnant to the context or meaning thereof mean and deemed to include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

AND

SMT BHAVNA BHARAT CHHEDA, Age 38 years, & SHRI BHARAT LILADHAR CHHEDA, Age 43 years, both Indian Inhabitants, residing at Sundrabai Niwas, Room No. 5, 1st Floor, Tandon Road, Dombivli (East), Dist. Thane, Pin: 421201; hereinafter referred to as 'THE PURCHASERS' (which expression shall unless it be repugnant to the context or meaning thereof mean and deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

WHEREAS by an Agreement for Sale dated 29th April, 1997, entered into with Shri Najirkhan Gulabkhan Khan, the Vendor agreed to Purchase Flat No. 302, situated on the Third Floor of the building known as 'JAY RADHESHYAM CO-OP. HSG. SOCIETY LTD.', A-Wing, Dr. Rajendra Prasad Road, Ramnagar, Dombivli (East), Dist. Thane, Pin: 421201;

AND WHEREAS the Vendor paid to the said Najirkhan Gulabkhan the full price of the said Flat;

AND WHEREAS the said Agreement is lodged for Registration vide Receipt No.7300 dated 19.04.1997 at Sub-Registrar - 3, Kalyan;

AND WHEREAS the Vendor is thus seized & possessed of the said Flat and sufficiently entitled to the said Flat;

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* BHAVNA. B. CHHEDA Page 2 of 7

* (Signature)

AND WHEREAS the Vendor is the member of 'Jay Radheshyam Co-operative Housing Society Ltd.' having Regd. No. TNA/KLN/HSC/AC/7028/1994-95/✓ dated 22.07.1994 and holding five shares of the said society having Share Certificate Sr. No.16 and Sr. No.76 to 80 (both inclusive), and further has acquired and is in actual and physical possession of and is otherwise well and sufficiently entitled to the Flat, being Flat No. 302, admeasuring 540 Sq. ft. (built-up) area or thereabout, situated on the Third Floor of the building of 'Jay Radheshyam Co-operative Housing Society Ltd.', A-Wing, Dr. Rajendra Prasad Road, Ramnagar, Dombivli (East), Dist. Thane, Pin: 421201; and standing on plot of land bearing Survey No. 31, Hissa No. 3, of Village Gajbandhan Patharli, within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, and more particularly described in the Schedule hereunder written;

AND WHEREAS the Vendor for personal reasons intends to transfer his said shares and right, title and interest of whatsoever nature including the ownership rights in the said Flat together with interest in the capital of the said Society;

AND WHEREAS the Purchasers intend to acquire suitable flat and with this view, the Purchasers have offered to purchase and acquire the said Flat;

AND WHEREAS the Vendor has agreed to sell and transfer to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendor, the Vendor's right, title and interest of whatsoever nature including the ownership rights in upon said Flat together with the transfer of the shares and interest in the capital of the said Society, at and for the total price or consideration of Rs.35,00,000/- (Rupees Thirty Five Lacs only), and upon the terms and conditions mutually agreed upon by and between the Parties hereto and as set out herein below;

NOW THIS AGREEMENT THEREFORE WITNESSETH AND IS HEREBY MUTUALLY AGREED UPON BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. That the Vendor doth hereby agrees to sell and transfer to the Purchaser and the Purchasers doth hereby agrees to purchase and acquire from the Vendor.

Page 3 of 7

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* (H.B.C) MARCH. 2021.

Vendor all the Vendor's rights, title and interest of ~~cavitate never~~ nature including the ownership rights in the said Flat being Flat No. 302, admeasuring 540 Sq. Ft. [built-up] area situated on the Third Floor of the building popularly known as 'Jay Radheshyam Co-op. Hsg. Society Ltd.', A-Wing, Dr. Rajendraprasad Road, Ramnagar, Dombivli (East), Dist. Thane, Pin: 421201; and more particularly described in the Schedule hereunder written and presently standing in the name of the Vendor at and for the total price or consideration of Rs.35,00,000/- (Rupees Thirty five Lacs only);

2. The Purchaser shall pay the price or consideration of Rs.35,00,000/- (Rupees Thirty Five Lacs only) as follows : -

Rs. 7,00,000/- Being Earnest Money / Part Payment on or before execution of this Agreement.

Rs 28,00,000/- Within 60 days from the date of Execution of this Agreement.

3. The Vendor shall arrange for the necessary NOC from the Society for admitting the Purchasers as the members of the Society.
4. All the costs, charges and expenses including the stamp duty, registration charges and such other outgoing expenses in respect thereof shall be borne and paid by the Purchasers alone.
5. The Purchasers doth hereby agree and undertakes to become the members of the said Society herein and to abide by all and singular Bye-laws, Rules and Regulations adopted by it and which it may adopt from time to time after taking the possession of the said flat as aforesaid. The Purchasers shall pay and keep on paying to the said Society regularly and punctually the dues, Municipal Taxes, Water Charges, and all ~~such other~~ outgoings, and major repairs charges, etc. in respect of the said flat and coming to their share as shall be determined by the said Society, and shall not withhold the same or any part thereof for any reason whatsoever and shall indemnify and keep indemnified the Purchasers in this behalf. All the taxes and outgoings prior to the delivery of possession of the said flat.

H.B. Carter

BHAVNA B. CHHEDA

24/2/2014