

RTGS through Cheque the **cheque bearing No. "057928"**, and **RTGS No. BKIDA24156968057**, dated 4/06/2024 made from Bank of India branch Maheshpur West Bengal.

2. The Vendor hereby covenant, declare and represent as follows:

- i) That the Vendor is the only persons entitled to the said Room and except them no one else has any share, right, title or claim or demand therein or thereto or upon the same or any part or any part or any portion thereof.
- ii) No dispute of whatsoever nature is pending before any court, person or authority concerning and relating to the said Room.
- iii) That the said Room premises is not subject to any charge, lien, mortgage, encumbrances, liabilities, adverse claims, lispense or attachments and nothing is outstanding.
- iv) That the said Room stands in the name of Vendor in their Joint and personal capacity as the Owners.
- v) That the Vendor is not restrained from transferring the said premises in any manner and all taxes, duties & levies in respect of the said Room shall be fully and effectually discharged by the Vendor before final payment of price/consideration.
- vi) The Vendor have not sold or agreed to sell the said premises and benefits thereof to any party other than the Purchaser.



**DHANDHUKIA**, referred as the Vendor therein of the One Part, and the Owner/ Seller herein referred as the Purchaser therein of the Other Part, the said Vendor has granted, conveyed, transferred and assured all the piece and parcel of land together with the building messuages standing thereon situate lying and being at **Room No. 7, Ground Floor, Kalbadevi OM SHREE Co-op. Hsg. Soc. Ltd, Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road**, within the City bearing **Cadastral Survey NO. 809**, admeasuring **184.85 sq. ft** or thereof equivalent to **21.46 sq. mtr** built up area or thereabouts and assessed by the Assessor and Collector of Municipal Rates and Taxes under "C" Ward Bhuleshwar Division, and more particularly described in the Schedule their underwritten along with the Tenants.

**AND WHEREAS** the Vendor herein is thus the lawful Owners of a Residential premises being **Room No. 7, Ground Floor, Kalbadevi OM SHREE Co-op. Hsg. Soc. Ltd, Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road, Mumbai - 400 002**, on the Property bearing C. S. Nos. 809 of Bhuleshwar Division, and necessary bills, documents and others papers, etc., stands in the Sole name of the Vendor.

**AND WHEREAS** the Vendor herein is also the registered member and shareholder of the **KALBADEVI OM SHREE CO-OPERATIVE HOUSING SOCIETY LTD**, a society of the premises referred to hereinabove and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act xxiv of 1961) under Regn. No. **MUM/MHADB(C) HSG. (TC)/11433/2001-2002**, bearing **Bldg. UID NO. BX0903380010000 (C ward)** with its office in the same building. The said society has issued a Share Certificate bearing No. **000007**



comprising of 5 (Ten) fully paid up shares of Rs. 50/- each nos. from 31 to 35 (both inclusive) for the total face value of Rs. 250/- of the said society standing in both the vendor name.

**AND WHEREAS** such members and shareholders the Vendors/ Transferors have full right, interest, ownership and possession of the said Room in the said building "**KALBADEVI OM SHREE CO-OPERATIVE HOUSING SOCIETY LTD**" situated at **Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road Mumbai 400 002.**

**AND WHEREAS** the Vendor herein have agreed to sell and transfer to the Purchaser herein and the Purchaser have agreed to purchase and acquire from the Vendor of the said premises bearing **Room No. 7, Ground Floor, Kalbadevi OM SHREE Co-op. Hsg. Soc. Ltd, Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road, Mumbai - 400 002,** on the Property bearing C. S. Nos. 809 of Bhuleshwar Division, at and for the total consideration of **Rs. 34,00,000/- (Rupees Thirty-Four Lakhs Only)** and the parties hereto are desirous to execute these presents in respect thereof.

**AND WHEREAS** the Purchaser have agreed to purchase and acquire from the Vendor all the right, title and interest of the said share and the said Room with all deposits and contributions made by the Vendor with various local authorities including B.E.S.T. Ltd., for the beneficial, enjoyment and occupation of the said Room is free from all encumbrances and reasonable doubts of whatsoever nature to which the Vendor has agreed upon the terms and conditions recorded hereinafter;



Page 18

Draft **AGREEMENT FOR SALE**

Articles of Agreement is made and entered into at Mumbai on this \_\_\_\_\_ day of June, 2024.

**BETWEEN**

**MR. JIGNESH JAYENDRA DHANDHUKIA**, age 51, having Aadhar No. **8408-8465-7425**, and Pan No. **ACYPD4955H**, respectively an adult Indian Inhabitant, residing at **A/103, 1<sup>st</sup> Floor, M.B Estate, Near Mahavir Hospital, Gujrati School Road, Virar West, Maharashtra - 401 305** hereinafter referred to as **"THE OWNER/SELLER"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the **ONE PART;**

**AND**

**MR. SUKRITI SUKUMAR SINGHA**, age 34 having Pan No. **CIFPS4853N** and Aadhar No. **5323-3763-2575**, respectively an adult Indian Inhabitant, residing at **Village- Dangarapada, Post- Karanagarh, P.S- Salboni, Dangarpara, West Midnapore, Karnagarh, West Bengal - 721129** hereinafter called as **"THE BUYER/PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors and administrators) of the **SECOND PART;**

**WHEREAS** by and under a Release Deed of Conveyance dated 26<sup>th</sup> day of November, 2008 duly registered with the Sub-Registered of assurances Mumbai under Serial No. **BBE. 1/3050/2023**, dated 33/05/2008, between (1) **MRS. AMITGA NARENDRA KAPURIYA ALAIS** (2) **MR. JAYENDRA BHANDHUKIA**, to **MR. JIGNESH JAYENDRA**



**AND WHEREAS** this Agreement shall always be subject to the provisions of the Maharashtra Ownership Room Act, 1963 and the Rules made there under:

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Vendor have sold, assigned and transferred all the said shares and rights of the said Room to the Purchaser at and for the total consideration of **Rs. 34,00,000/- (Rupees Thirty-Four Lakhs Only)** and the Purchaser have paid to the Vendor Complete Payment of the agreed sale consideration of **Rs. 34,00,000/- (Rupees Thirty-Four Lakhs Only)**, on/or before execution hereof to the Vendor (the payment and receipt whereof the Vendor do hereby admit, confirm and acknowledge having received the same) the said complete payment have been paid by the Purchaser to the Vendor in following manners: -
  - a. The Buyer/Purchaser has paid to the Owner/Seller a token amount of the **First Payment Rs. 1,00,000 (Rupees One Lakhs Only)** by way of **UPI Transaction ID No. (445941341431, 409378304753, 445985803662, 445908802445)** on date 02/04/2024, and
  - b. **Rs. 5,00,000/- (Rupees Five Lakh Only)** paid by the Buyer/Purchaser to the Seller/Vendor as **Second Payment** by way of Cheque the **cheque bearing No. "057927"**, dated 21/04/2024 made from Bank of India branch Maheshpur West Bengal.
  - c. **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** paid by the Buyer/Purchaser to the Seller/Vendor as **Third Payment** by way of



**IN WITNESS WHEREOF** the parties hereto and hereunto set and subscribed their respective hands to these presents on the day and the year first hereinabove written.

SIGNED and DELIVERED by within named **"Owners/Sellers"**

Name: <b>MR. MR. JIGNESH JAYENDRA DHANDHUKIA</b>		
Aadhaar No. <b>8408-8465-7425</b>		(Owner/Seller)
Thumb Impression	Signature	Photograph

SIGNED and DELIVERED by within named **"Buyer/Purchaser"**

Name: <b>MR. SUKRITI SUKUMAR SINGHA</b>		
Aadhaar No. <b>5323-3763-2575</b>		(Buyer/Purchaser)
Thumb Impression	Signature	Photograph

In the presence of **WITNESSES:**

Name of Witness	Signatures

each, the Vendor will also be liable to pay all outgoings in respect of the said Room as and when due for the outstanding payment.

12) Permanent Account Nos. of the Vendor and the Purchaser is as under:

Sr. No.	Name of Vendor and Purchaser	Permanent Account Number
A	VENDOR	
1	MR. JIGNESH JAYENDRA DHANDHUKIA	AA
B	PURCHASER	
1	MR. SUKRITI SUKUMAR SINGHA	AGPPH3411D

**: THE SCHEDULE OF THE PREMISES REFERRED TO ABOVE:**

Room No. 7, Ground Floor, Kalbadevi OM SHREE Co-op. Hsg. Soc. Ltd, Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road, Mumbai - 400 002 within the limit of the "C" Ward Office of the Municipal Corporation of Greater Mumbai, standing on a Plot of Land bearing Cadastral Survey No. 809 of Bhuleshwer division.



## Annexures 1

RECEIPT**Rs. 21,00,000/-**I say received **Rs. 21,00,000 (Rupees Twenty-One Lakhs Only)** as under:

- a) The Buyer/Purchaser has paid to the Owner/Seller a token amount of the **First Payment Rs. 1,00,000 (Rupees One Lakhs Only)** by way of UPI Transaction ID No. (445941341431, 409378304753, 445985803662, 445908802445) on date 02/04/2024, and
- b) **Rs. 5,00,000/- (Rupees Five Lakh Only)** paid by the Buyer/Purchaser to the Seller/Vendor as **Second Payment** by way of Cheque the **cheque bearing No. "057927"**, dated 21/04/2024 made from Bank of India branch Maheshpur West Bengal.
- c) **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** paid by the Buyer/Purchaser to the Seller/Vendor as **Third Payment** by way of RTGS through Cheque the **cheque bearing No. "057928"**, and **RTGS No. BKIDA24156968057**, dated 4/06/2024 made from Bank of India branch Maheshpur West Bengal.
- d) The Buyer/Purchaser will pay to the Owner/Seller the subsequent remaining balance of Rs. **Rs. 13,00,000/- (Rupees Thirteen Lakhs Only)** out of the total amount of consideration by way of Cash/Cheques in several installments to be entered below: -

Sr. No.	Date	Amount (Rs.)	Mode of Payment	Annexure No.	Signature



the said Developer/Society towards deposits loan, stock bonds, sinking fund dividend etc. unto the Purchaser.

- 9) The Vendor authorise the B.E.S.T UNDERTAKING to transfer the deposits made in respect of the meter installed in the said Room or electricity supply to the name of the Purchaser in the books and records of the B.E.S.T vide **Meter No. F145220** of Consumer No. **417-051-091\*9** installed at the said Room premises.
- 10) This Agreement has been concluded between the parties hereto on the basis of the representation of the Vendor the original transfer form with the Vendor for purchase of the said Room and their membership with the said Developer/Society is valid and subsisting and that no notice of requisition or acquisition of the said shares and the said Room or termination of membership has been received by them. The Purchaser declare that they had inspected all the documents in respect of the said shares and the said Room and is fully satisfied thereof.
- 11) All expenses incidental to this agreement including stamp duty, registration charges, payable on this agreement will be paid and borne by Purchaser/Transferee alone, the Vendors/ Transferor shall not be liable to pay the same or any part thereof. AND, the stamp duty or duties in respect of all previous transfers in respect of the above said flat, if found to be unpaid then the same shall also be the responsibility of the Vendors. Any transfer charges payable to the said Developer/Society of the said building will be paid equally i.e. 50%



25=120


From buyer/Purchaser i.e. **MR. SUKRITI SUKUMAR SINGHA**, for sale of Room No. 7, Ground Floor, KALBADEVI OM SHREE Co-op. Hsg. Soc. Ltd, Village Bhuleshwer, 36B, Champa Gali, 'X' Lane, Kalbadevi Road, Mumbai - 400 002 out of total consideration amount Rs. 34,00,000/- (Rupees Thirty-Four Lakhs Only).

I SAY RECEIVED,

**MR. JIGNESH JAYENDRA  
DHANDHUKIA**  
Seller/Vendor

**In the Presence WITNESSES: -**

Name of Witness

Signature of Witness

1. ....)

2. ....)

**In The Presence WITNESSES: -**



- vii) That no notice has been received from the Greater Mumbai Municipal Corporation for breach of any statutory provisions, Rules, Regulations in respect of the said premises and is not requisition or acquisition by any public Authority.
- 3) The Vendor declare that they will obtain necessary permission from the said Developer/Society as required under the Rule 38(a) of the bye laws of the said Developer/Society to transfer all rights, title and interest in respect of the said shares and the said Room in favour of the Purchaser and undertake to co-operate and assist with the Purchaser for perfectly and effectively transferring the said shares and the said Room with all benefits thereof unto the Purchaser.
- 4) The Vendor undertake to pay and clear off all the pending dues/charges payable to the Developer/society by way of Municipal Taxes and other society outgoings/dues and/or maintenance charges and/or any other dues of any nature whatsoever relating to the said Room up to the date of Execution of this Agreement for Sale.
- 5) The Vendor declare that they have full right and absolute authority to sell, assign and transfer to the Purchaser all rights, title and interest in respect of the said shares and the said Room and that no other person or persons have any right, title and interest or claim or demand of any nature whatsoever into over upon the said shares and the said Room or any part thereof either by way of sale, exchange, mortgage, gift, trust, lien or tenancy or otherwise over the said Room and the said Room is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agree and undertake to



indemnify and keep indemnified to the Purchaser against all such acts, actions, claims demands, proceedings, costs and expenses arising from any third person or persons relating to the said shares and the said Flat.

6) The Vendor agree and undertake that immediately on execution of this Sale Agreement, they will handover peaceful and vacant possession of the said Room to the Purchaser along with all relevant documents including Electric bills, gas connections, receipts, vouchers, correspondence etc. standing in their name at the time of giving possession of the said Room to the Purchaser.

7) The Vendor hereby declares that on giving possession of the said Room to the Purchaser, the Purchaser will be exclusive owners of the rights, title and interest in respect of the said shares and the said Room which the Vendor have in the said shares and the said Room and then the Purchaser will peacefully hold, possess, occupy and enjoy the said Room without any let or hindrance or denial or demand or interruption or persons lawfully or equitably claiming through under or in trust of the Vendors.

8) The Vendor hereby agrees and undertakes to execute all further Agreement, Conveyance, Affidavits, Declaration undertaking and Transfer form etc. in favour of the Purchasers as and when acquired by the Purchasers for perfectly and effectively transferring the said shares and the said Room with all benefits thereof including all amount standing to the credit of the Vendor if any in the records of