

THIS SALE DEED made at Mumbai this ____ day of September in the Christian Year Two Thousand Twenty-Four.

BETWEEN

MR. SURESHKUMAR MOHANLAL JAIN, aged 67 years, Mumbai Indian Inhabitants, residing at Flat No.1302,13th Floor, Ganesh Krupa, Dr. Deshmukh Lane, V.P.Road, Girgaon, Mumbai - 400 004, hereinafter referred to as “**THE VENDOR**” (which expression shall, unless it be repugnant to the context thereof, mean and be deemed to include his heirs, legal representatives, executors and administrators,) of the **ONE PART**;

AND

MR.KARAN NARENDRA PRAJAPATI aged 25 years, Indian Inhabitant having address at Room No.7, 25/C, Sonarika Building, Chandanwadi, C.P.Tank, Opp. Madhav Baug, Girgaon, Mumbai - 400 004 & **MRS.BHAVNA NARENDRA PRAJAPATI** aged 51 years, Indian Inhabitant, having address at Room No.7, 25/C, Sonarika Building, Chandanwadi, C.P.Tank, Opp. Madhav Baug, Girgaon, Mumbai - 400 004 hereinafter called “**THE PURCHASERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective heirs’ executors’ administrators and assigns) of the **OTHER PART**:

WHEREAS:

- a) By a registered Agreement for Sale dated 22.11.2023, registered with Sub-registrar of Assurance at Mumbai-4 under Sr. No. BBE4-20087-2023, registered dated 22.11.2023, executed by and between M/s. Versatile Realtors., therein referred to as the Developers of the First Part and **MR. SURESHKUMAR MOHANLAL JAIN**, therein referred to as the Purchaser of the Second Part i.e., Vendor herein. The Purchaser therein purchased on

ownership basis **Flat No. 1902** on the **19th floor** admeasuring 285 Sq.Ft Carpet Area with One Car Parking space and terrace admeasuring about 200 sq.ft attached to the said flat in the new building known as “**SHANKHESHWAR**” (hereinafter referred to as the “**SAID FLAT**”) constructed on the more particularly described in the **SCHEDULE** hereunder written (hereinafter referred to as “**THE SAID PROPERTY**”) and for terms and conditions recorded therein. The Index II of the Said Agreement for Sale dated 22.11.2023 is annexed hereto and marked as **ANNEXURE “A”**.

- b) The Vendor is herein therefore seized, possessed, entitled to all the right, title interest and is Owner thereof of the Said Flat and also entitled to shares to be issued by the Builder/Developers.
- c) The Vendor hereby sells, conveys, transfers and assigns and the Purchasers hereby purchase and acquire all the rights, title and interest attached herewith of the Vendor, in the Said Flat along with the entitlement of receiving shares of the Society proposed to be formed for a total consideration of **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** to be paid by the Purchasers on or before execution of these presents and as recorded herein.
- d) The parties hereto are therefore desirous of recording the same in writing as hereinafter provided.

e) Permanent Account Number of the parties hereto are as under:

MR. SURESHKUMAR MOHANLAL JAIN - AABPJ5119J

.... (THE VENDOR)

MR. KARAN NARENDRA PRAJAPATI - EDTPP0469N

MRS. BHAVNA NARENDRA PRAJAPATI - AFLPJ4161M

.... (THE PURCHASERS)

NOW THIS INDENTURE WITNESSETH that in full consideration of the said Agreement of **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** including five shares of the society which full consideration has been paid by the Purchasers to the Vendor. (The payment and receipt whereof the Vendors do hereby admit, acknowledges and confirms and of and from the same and every part thereof hereby forever acquit, release and discharge the Purchasers) the Vendor hereby sell, convey, assign, transfer all right title and interest in the Said Flat.

THAT the Vendor hereby sale, transfer and convey unto the Purchasers herein **Flat No. 1902** on the **19th floor** admeasuring 285 Sq.Ft Carpet Area with One Car Parking space and terrace admeasuring about 200 sq.ft attached to the said flat in the new building known as "**SHANKHESHWAR**" lying and being at 126, V.P.Road, Opp. V.P.Road Police Station, Near Sikka Nagar, Girgaon, Mumbai - 400 004, situated/constructed on the property bearing Cadastral Survey No. 660 of Girgaon Divison along with and all the deposits, benefits, privileges and advantages attached therewith to the Purchasers herein free from all encumbrances, claims and demands together with permanent and absolute right of the use and occupation of the Said Flat

including all rights, benefits, advantages recorded in Agreement For Sale dated 22.11.2023.

TOGETHER WITH all and singular liberties, privileges, easements, advantages, rights, members and appurtenances whatsoever to the Said Flat any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held used occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto.

AND also together with all the deeds, documents, writings, vouchers and other evidences of title, relating to the Said Flat and or any part thereof.

AND ALL the estate, right, title, interest, use, inheritance, property possession, benefit, claim and demand whatsoever at law and in equity of the into out of or upon the Said Flat or any part thereof.

TO HAVE AND TO HOLD the Said Flat and the along with the undivided, proportionate right, title interest in the said Property hereby granted, released, conveyed and assured and intended or expressed so to be with their every right, members and appurtenances unto and to the use and benefit of the Purchasers forever, **SUBJECT** to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government or any authority or any other Public Body in respect thereof.

AND the Vendor hereby for himself, respective heirs, executors and administrators covenants with the Purchasers that notwithstanding any act, deed, matter or thing

whatsoever by the or by any person or persons lawfully or equitably claiming by from, though, under or in trust for him made, done, committed, omitted or willingly suffered to the contrary he the now have in himself good right, full power and absolute authority to grant, release, convey, and assure the Said Flat, released, conveyed or assured or intended so to be unto and to the use of the Purchasers in manner aforesaid.

AND the Vendor hereby state and declare that all his ownership rights, title and interest in respect of the Said **Flat No. 1902** on the **19th floor** admeasuring 285 Sq.Ft Carpet Area with One Car Parking space and terrace admeasuring about 200 sq.ft attached to the said flat in the new building known as “**SHANKHESHWAR**” lying and being at 126, V.P.Road, Opp V.P.Road Police Station, Near Sikka Nagar, Girgaon, Mumbai - 400 004 , situated/constructed on the property bearing Cadastral Survey No. 660 of Girgaon Divison, and everything appurtenant thereto are clean, clear and marketable and his heirs, executors and administrator undertake that he shall at all time keep the Purchasers saved and harmless and indemnified against any suits, litigations, civil or criminal or any other proceedings pending as against the personally affecting the Said Flat, any lispensens or easements or attachments either before or after judgment, any notice either from any statutory body or authorities asking for the payment of any nature, any agreement either in the form of sale, lease, exchange, assignment or any other way, any notice either from the Government of Maharashtra, Central Government, Municipal Corporation of Mumbai or from any other statutory body or authorities regarding the requisition and/or acquisition of the Said Flat, regarding if any non-payment of Stamp Duty, Income Tax, Wealth Tax, Gift Tax, and all other taxes if any pending in respect of the Said Flat upto date of Sale Deed.

AND that it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the Said Flat hereby granted with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them.

AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the well and sufficiently saved, defended kept harmless and indemnified of from and against all other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the or by any other person or persons lawfully or equitably claiming or to claim, by, from, under or in trust for him.

AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate right, title or interest at law or in equity in the Said Flat hereby granted or any part thereof by from under or in trust for the Vendor and/or his respective heirs, executors and administrators shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the Said Flat and every part thereof, hereby granted unto and to the use of the Purchasers in

manner aforesaid as shall or may be reasonably required by the Purchasers his respective heirs and representatives.

The Vendor hereby covenant with the Purchasers that:

- a. The Vendor is absolutely entitled to the Said Flat and no one except have any right, title, interest, claim or demand in to or upon the Said Flat;
- b. Vendors title to the Said Flat and is clear and marketable and free from all encumbrances and reasonable doubts and that Vendor is entitled to deal with and/or dispose off the same as is being done by virtue of these.
- c. There is no order of attachment before or after judgment and/ or order of injunction passed by any Court and/or prohibitory order passed by any Government, Semi-Government Authority whereby the Vendor is restrained from selling, transferring, conveying and/or assigning the Said Flat;
- d. There are no proceedings pending under the provisions of Income-tax Act and/or under any other of law whereby the Vendor is restrained from selling, transferring, conveying and/or assigning the Said Flat;
- e. The Vendor has not agreed to sell and/or transfer and/or mortgaged and/or agreed to mortgage and/or encumbered the Said Flat to any other person except the Purchasers in any manner whatsoever.
- f. That the Vendor has duly paid and discharged in full all the dues and liabilities in respect of the Said Flat including the Municipal taxes, and out goings and maintenance charges etc. upto the date hereto and further that if in future it is found that any of the dues in respect of the Said Flat is due and/or outstanding the Vendor will clear the same immediately and that they indemnify and keep

indemnified the Purchasers against the same upto the date of this **SALE DEED**;

- g. That neither Vendor nor any one on behalf of Vendor has committed or omitted to do any act, deed, matter or thing whereby peaceful possession occupation and enjoyment of the Said Flat and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner;
- h. That the Vendor has not created any lien charge or any encumbrance on the Said Flat and that there is no pending litigation and/or lispendens notice and/or attachment in execution of any decree or otherwise in respect of the Said Flat;
- i. The Vendor has not entered into any agreement for sale or created any third-party rights in respect of the Said Flat or any part or portion thereof;
- j. That the Vendor has not received any notice for acquisition or requisition of the Said Flat;
- k. The Purchasers agree and shall become the member of the society as and when formed and shall abide by all and singular bye-laws, rules and regulations, made and adopted from time to time by the society and shall regularly pay the monthly maintenance charges in respect of the Said Flat to the society and/or the owners till the Society is formed without any default on and from the date hereof, the Purchasers will be handed over the possession of the Said Flat.
- l. At the execution of this agreement the Purchasers being the owners of the said premises will not be liable to ask for any rent, corpus, compensation or any

other benefits arising out of the said premises and they hereby indemnify, agree and undertake that the developers/builders are not liable to pay any charges/rents with respect to the said premises.

IT IS FURTHER RECORDED that stamp duty and the registration charges shall be borne and paid by the Purchasers alone without any recourse to the Vendor in that behalf.

IT IS FURTHER RECORDED that each party shall bear their own taxes and legal charges.

IN WITNESS WHEREOF the parties hereto have executed this Sale Deed at Mumbai the day and the year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

FLAT NO. 1902 ON THE 19TH FLOOR ADMEASURING 285 SQ.FT CARPET AREA WITH ONE CAR PARKING SPACE AND TERRACE ADMEASURING ABOUT 200 SQ.FT ATTACHED TO THE SAID FLAT IN THE NEW BUILDING KNOWN AS “SHANKHESHWAR” LYING AND BEING AT 126, V.P.ROAD, OPP V.P.ROAD POLICE STATION, NEAR SIKKA NAGAR, GIRGAON, MUMBAI - 400 004, SITUATED/CONSTRUCTED ON THE PROPERTY BEARING CADASTRAL SURVEY NO. 660 OF GIRGAON DIVISON.

SIGNED AND SEALED)

BY THE WITHINNAMED “**VENDOR**”)

MR. SURESHKUMAR MOHANLAL JAIN)

in the presence of)

1)

2)

SIGNED AND SEALED)

BY THE WITHINNAMED “**PURCHASERS**”)

MR. KARAN NARENDRA PRAJAPATI)

MRS.BHAVNA NARENDRA PRAJAPATI)

in the presence of)

1)

2)

RECEIPT

RECEIVED the day and the year first hereinabove written of and from the within named Purchasers the sum **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** being the total consideration payable by the Purchasers to the Vendor by Online Payments:

Date	Amount In Rs.	Drawn On
TDS	90,000/-	
Total	90,00,000/-	

WITNESSESS:

- 1.
- 2.

I SAY RECEIVED,

MR. SURESHKUMAR MOHANLAL JAIN