

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. (L) 1086 OF 2018

Jaljeett Singh Ahluwalia

... Plaintiff

Versus

Dr. Prem Aggarwal & Ors

... Defendants

CONSENT TERMS

CORAM: MANISH PITALE J

DATE 16th Day of June 2023

1. By consent Ms. Deeksha Rani is impleaded as a party Defendant No. 3 in the present suit.
2. The Suit as against defendant No.2 stands withdrawn.
3. Agreed, declared and confirmed that the Agreement for Sale dated 05.03.2015 read with 21.09.2015 executed by and between the Plaintiff and Defendant No. 1 in respect of shop bearing No. 8-A admeasuring 190 sq.ft. on the Ground Floor in the building known as "Ketayun Mansion" of Ketayun Mansion Cooperative Housing Society Ltd, situated at Shahaji Raje Marg, Vile Parle (East), Mumbai 400057 ("said shop") stands duly cancelled and terminated since the Plaintiff is no more interested to purchase the said shop.
4. Agreed, declared and confirmed that Defendant No.3 has paid to the Plaintiff a sum of Rs. 70,00,000/- (Rupees Seventy Lacs Only) through RTGS in

account of the Plaintiff, towards the sale price of the said shop, the payment and the receipt whereof, the Plaintiff hereby admits and acknowledges.

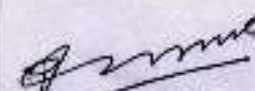
5. Agreed, declared and confirmed that the present consent terms shall be treated as a Sale Deed in favour of the Defendant no. 3 in respect of the said shop and the said consent terms shall be registered as a sale Deed. The Asst. Registrar of Assurance at Andheri shall register these consent terms being sale deed of the said shop in accordance with law upon payment of stamp duty and registration Fees within a period of four weeks from the date of these Consent Terms.
6. Agreed, declared and confirmed that the Plaintiff/ Defendant No. 1 shall sign and execute all and whatsoever deeds and documents, applications and undertakings as may be required by M/s Ketayun Mansion Cooperative Housing Society Ltd for effectual transfer of share certificate No. 53 dated 20.06.1995 bearing distinctive nos. 46-50, standing in the name of Defendant No. 1 so as to enable the said society to admit Defendant No. 3 as a member of the said society being the owner of the said shop. M/s Ketayun Mansion Co. Op Society Ltd. shall admit the Defendant No. 3 as a member of the said Society.
7. The Plaintiff hereby undertake to handover vacant and peaceful possession of the said shop to Defendant No. 3 immediately upon the execution of this Consent Terms.

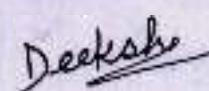
8. Agreed, declared and confirmed that neither the Plaintiff nor Defendant no. 1 have entered into any other Agreement with any third party in any manner whatsoever with respect to the said shop and the title of the Plaintiff and the Defendant No. 1 is free from encumbrances and clear.
9. All the parties shall withdraw allegations and complaints if any, made against each other for not completing the transaction with respect to the said shop within two weeks from the date hereof.


Advocate for the Plaintiff


Plaintiff


Advocate for the Defendants


Defendant No 1


Defendant No. 3


Adv. for Defendant No. 3
(Adv. Sanika Kumbhakar)

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Summary Sub SU
SUMMARY SUIT NO. (L) **1086** OF 2018

Shri JAJEET SINGH AHLUWALIA)...PLAINTIFF

Dr. PREM AGGARWAL) RESPONDENT
V/s

CONSENT TERMS

Dated This 16th Day of, 2023

VINAY BHORGE
C 404 Veena Enclave Chs,
Mangal Nagar,
Near GCC Club Mira Road East
Thane 401107