

DEED OF SALE

THIS SALE/TRANSFER DEED (“DEED”) is made and entered into at Mumbai, on this day of February, 2024.

BETWEEN

(1) MR. JOY BASU (PAN NO. AFFPB4155D), AND (2) MRS. PIYALI BASU (PAN NO. _____), both of Mumbai, an adults, Indian inhabitants, both residing at Flat B- 803, 8th Floor, Chaitanya Towers, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025, hereinafter referred to as the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors and administrators) of the **ONE PART**;

Commented [L1]: Please confirm the address

AND

(1) MRS. SHALINI NIRMAL KEDIA (PAN NO. AJUPK3727B) AND (2) MR. NIRMAL BHAGIRATHPRASAD KEDIA (PAN NO. AAMPK1658E), both of Mumbai, an Adults, Indian inhabitants, both residing at Krishna Bhuwan, 252, Walkeshwar Road, Mumbai – 400 006 hereinafter called “the Transferees” (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART**;

The Transferor and the Transferees are hereinafter collectively referred to as “**the Parties**” and individually as “**the Party**”.

WHEREAS:

1. One *Godrej Properties Ltd* .being entitled and authorized to develop the lands situated at Byculla, more particularly described in the *First Schedule* hereunder written by and under the authority of one *Simplex Mills Company Ltd.*, the owners thereof, have laid out thereon a residential complex known as *PLANET GODREJ* comprising of a Podium and five Towers known as *Terra, Aqua, Electra, Strata and Celesta*
2. The said *Simplex mills Company Ltd* and the said *Godrej Properties Ltd*, have thereafter by an Agreement for Sale dated 21st December 2004 agreed to sell to the Transferors and the Transferors have agreed to purchase from the said *Simplex Mills Company Ltd* and the said *Godrej Properties Ltd*, Flat No. 1501 on the 15th Floor of the Tower No.1 known as ‘*Terra*’ forming part of the Complex known as *Planet Godrej* for the consideration and on the terms and conditions therein set forth and recorded; the said Agreement for Sale is registered at the Mumbai -1, Sub – Registry under the Serial No. BBE-1/10814/2004,
3. Under the Agreement, the Transferor also acquired two Car Parking Spaces in the Podium, which Car Parking Spaces have

been subsequently specifically identified as Car Parking Spaces Nos. 95 and 117

4. On completion of construction of the said building and on discharge by the Transferor the entire consideration amount payable by them to the said Simplex Mills Company Ltd, and the said Godrej Properties Ltd., the said Simplex Mills Company Ltd and the said Godrej Properties Ltd placed the Transferor in possession of the said flat, to hold the same with right and authority to hold the same as owner thereof, thereafter a Co-operative Society called *Terra Co-operative Housing Society Ltd* was got registered by the acquirers of premises in Tower No. 1 known as *Terra*, and the Transferors herein were enrolled as the members of the Society and have been allotted 10 shares of Rs. 50/- each distinctively numbered 261 to 270 entered in Share Certificate No. 26 dated 18.09.2016
5. The Transferor have now agreed to sell transfer and assign to the Transferees, and the Transferees has agreed to purchase and acquire from the Transferor all and whatever the 'ownership' of the said flat, shares and the two car parking spaces together with the membership rights in the said Society and all and whatever the other rights and benefits of the Transferor accruing under the said Agreement for Sale dated 21st December 2004 executed by the said Simplex Mills Company Ltd and the said Godrej Properties Ltd in their favour at or for an aggregate lumpsum consideration of Rs._____

6. The Transferees has prior to the execution hereof paid to the Transferor a sum of Rs. _____, the Transferees will be availing of a Housing Loan from _____ to the extent of the remaining balance consideration, to be paid by the Bank directly to the Transferor to the account of the Transferees,

Commented [L2]: Please confirm whether availing any loan or else to delete the para

7. The Transferees has in view of the payments aforesaid and in consideration of the promise by them to pay to the Transferor the remaining consideration as aforesaid requested the Transferor to make and execute these presents transferring and assigning their right, title and interest in the said flat, shares, car parking spaces, membership rights and other benefits aforesaid to the Transferors have agreed to the same

NOW THIS DEED WITNESSETH that in the premises and in pursuance of the aforesaid Deed and in consideration of the sum of Rs. _____ paid by the Transferees to the Transferors at or before the execution hereof (the payment and receipt whereof the Transferors do and each of them doth hereby admit and acknowledge) and in consideration of the promise by the Transferees to pay to the Transferors the remaining consideration amount of Rs. _____ agreed to be paid by the Transferees to the Transferors as set out in the recitals herein, making the aggregate of Rs. _____ being the total amount of price agreed to be by the Transferees paid to the Transferors, **THE TRANSFERORS** do and each of them doth hereby grant, sell, transfer, convey assure and assign unto the Transferees **ALL THAT-**

- a. The 'ownership' rights of the Flat No. 1501 on the 15th Floor of the Tower No.1 known as '*Terra*' forming part of the Complex known as *Planet Godrej* admeasuring 113.42 sq.mtrs carpet area and also the benefit of allotment of two Car Parking Spaces in the Podium, subsequently assigned Car Parking Spaces Nos. 95 and 117 admeasuring 10.35 sq.mtrs each and more particularly described in the Second Schedule hereunder written (and which flat is shown marked by hatched lines on the sketch annexed hereto and marked Annexure "I") together with the benefit of the Agreement for Sale dated 21st December 2004 executed by the said Simplex mills Company Ltd and the said Godrej Properties Ltd in favour of the Transferors, together with the benefit of all payments made by the Transferors thereunder and pursuant thereto,
- b. their membership rights in the Terra Co-operative Housing Society Ltd, (hereinbefore and hereinafter referred to as "the said Society") together with the 5 qualification shares of Rs. 50/- each distinctively numbered 261 to 270 entered in Share Certificate No. 26 dated 18.09.2016 issued by the said Society and now standing in the name of the Transferors,
- c. vacant and peaceful possession of the said flat together with all fixtures and fittings provided therein,
- d. the right to use and avail of the common areas, amenities, provided in the said building and in the said Complex and

e. *all and whatsoever* the other right, title and interest which the Transferors have to or in the said flat, shares and the car parking spaces and / or under the said Deed and / or arising therefrom.

FREE FROM all and whatsoever the liabilities and encumbrances, if any, of whatsoever nature in respect of the said flat, car parking spaces and shares (all of which are hereinafter collectively briefly referred to as “the said premises”)

TO HAVE AND TO HOLD all and singular the said premises hereby granted transferred and conveyed or intended or expressed so to be with their and every of their rights members and appurtenances whatsoever **UNTO** and to the use and benefit of the Transferees for ever in manner aforesaid.

SUBJECT HOWEVER TO the payment of all rents, rates, taxes assessments dues duties, if any, and the contributions to be made to the said Society for the maintenance and management thereof and now chargeable upon the said premises or which may hereafter become payable in respect thereof to the said Society or to the Government of Maharashtra or to any public body or authority.

AND THIS DEED FURTHER WITNESSETH and the parties hereto record that the Transferors have, as basis for the sale herein, represented to the Transferees that-

- a. the facts set out in the recitals herein are true and correct,
- b. they had acquired the said premises from and as on date, save and except for them, no other person has any right or claim, charge to the same or any part thereof,
- c. they have not entered into any Agreement for Sale, letting out, granting of “leave and license” or any other agreement or arrangement of whatsoever nature in respect of the said premises or their right title or interest thereto or therein in favour of any other person on any basis whatsoever, nor have they accepted any monies from any person pursuant to any such agreement,
- d. they are themselves in possession of the said premises, and save and except for them, no other person has any right or claim to possession of the said premises,
- e. they have not offered the said premises or any part of their right, title or interest thereto or therein to any person as security for payment of any monies or for performance of any obligation, and as on date the same are totally unencumbered,
- f. the said premises are not the subject matter of any suit or proceeding before any Court, Forum or authority, nor is any order of injunction restraint or other prohibitory order passed restraining the sale, transfer or alienation of the said premises,
- g. they have paid and discharged all the dues of the said Society for the period upto date, and in any event if any

amount is still found due and outstanding upto the date hereof, they will pay the same on being advised.

- h. there is no dispute between them and the said Society or any of the other members of the said Society in any matter relating to the holding or enjoyment of the said premises, and they are entitled, on their application, to get transferred the said premises, and they are entitled, on their application, to get transferred the said premises to the name of the Transferees in the manner contemplated herein, and they shall get the same transferred to and vested in the Transferees and get the Transferees recognized as the owner of the said flat, shares and car parking spaces in their place and stead,
- i. under the Bye – laws of the said Society , there is no prohibition against the Transferees being enrolled as a member of the said Society, and
- j. as far as they are aware, there is no other circumstance or factor within their knowledge preventing or restraining them from selling or disposing of the said premises to the Transferees in the manner provided herein, or which may prevent the Transferees from acquiring the same from them.

AND THIS DEED FURTHER WITNESSETH and it is hereby recorded that the Transferors do and each of them doth hereby agree and covenant with the Transferees that-

- a. notwithstanding any act deed matter or thing whatsoever made done committed or omitted or knowingly or willingly suffered to the contrary by them or by any person/s lawfully or equitably claiming or to claim by from through under or in trust for them, they now have in themselves good right full power and absolute authority to grant sell transfer convey assure and assign the said premises to the Transferees out execution hereof.
- b. it shall be lawful for the Transferees from time to time and at all times hereafter to peaceably and quietly hold enter upon have occupy possess and enjoy the said premises hereby granted transferred conveyed and assigned to him with its appurtenances and receive the rents, issues and profits thereof and of every part thereof and of every part thereof to and for her own use and benefit without any suit lawful eviction interruption claim or demand whatsoever from or by the Transferors or any person/s lawfully or equitably claiming or to claim by from through under or in trust for them *free and clear* and freely and clearly and absolutely acquitted exonerated released and for ever discharged or otherwise by them well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates titles charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by them or by any person/s lawfully or equitably claiming or to claim any

estate by from through under or in trust for them
SUBJECT HOWEVER TO the Bye-laws and Tenancy
Regulations of the said Society and

- c. the Transferors and all persons having or lawfully or equitably claiming or to claim by from through under or in trust for them any estate, right, title or interest at law or in equity in the said premises hereby granted and conveyed or any part thereof shall and will from time to time and at all times hereafter at the request and costs of the Transferees do and execute or cause to be done and executed all such further and other lawful and reasonable acts deeds, matters, things, conveyances and assurances in the law whatsoever for the further better and more perfectly and absolutely assuring the said premises and every part thereof hereby granted and conveyed unto and to the use and benefit of the Transferees as shall or be reasonably required by the Transferees or her Counsel at law

AND THIS DEED FURTHER WITNESSETH and the parties hereto record that the Transferors shall place the Transferees in vacant possession of the said flat within a period of one month from the date of these presents

AND THIS DEED FURTHER WITNESSETH and the parties hereto record that-

- a. transfer charges payable in respect of the transaction herein shall be borne and paid by the Transferees alone,
- b. the Transferors will on execution hereof hand over to the Transferees all original documents of title relating to the said premises and
- c. they have paid all taxes and outgoings payable in respect of the said flat and car parking spaces for the period upto date and the Transferees shall pay the same for the period hereafter.

AND THIS DEED LASTLY WITNESSETH and the parties hereto record that the subject matter of these presents is the sale of a flat admeasuring 113.42 sq.mtrs carpet area on the fifteenth floor and two car parking spaces, admeasuring 10.35 sq.mtrs. each at the Podium and having regard to the above and other relevant factors, the price of Rs. _____ (Rupees_____Only) being the total amount of price agreed to be by the Transferees paid to the Transferors is the true market value of the subject matter of these presents, and the Transferees has paid the stamp duty and will be paying the registration charges payable on these presents.

IN WITNESS WHEREOF the parties hereto have signed and delivered these presents at Mumbai the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(being description of the portion of land on which the said building
PLANET GODREJ is constructed)

ALL THAT the lands bearing C.S. No. 1960 (Part) of Byculla
Division admeasuring 28,717.62 sq.mtrs or thereabouts situated in
the Registration Sub – District and District of Mumbai City.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(being description of the flat and car parking spaces being the
subject matter of these presents)

ALL THAT the Flat No. 1501 on the 15th Floor of the Tower No.1
known as ‘Terra’ forming part of the Complex known as *Planet
Godrej* admeasuring 113.42 sq.mtrs carpet area together with two
Car Parking Spaces Nos. 95 and 117 at the Podium level
admeasuring 10.35 sq.mtrs each situated at Simplex Mills
Compound, 30 Keshavrao Khadye Marg, Near Jacob Circle,
Mahalaxmi (East), Mumbai -400 011 on the lands more
particularly described in the FIRST SCHEDULE hereinabove
written (and which flat is shown marked by hatched lines on the
sketch annexed hereto and marked Annexure “I”)

SIGNED AND DELIVERED)

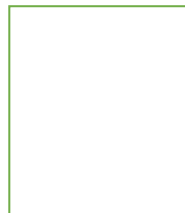
by the within named **TRANSFERORS**)

1. Mr. Joy Basu, AND)

(PAN NO. AFFPB4155D))

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2. **Mrs. Piyali Basu**

(PAN NO. _____)

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in the presence of

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2.

SIGNED AND DELIVERED

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by the within named **TRANSFEREES**

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1. **Mrs. Shalini Nirmal Kedia, AND**

(PAN NO. AJUPK3727B)

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2. **Mr. Nirmal Bhagirathprasad Kedia**

(PAN NO. AAMPK1658E)

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in the presence of

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1.

2.

RECEIPT

RECEIVED of and from the Transferees abovenamed a sum of Rs.
_____ (Rupees _____) being the amount
expressed within to have been paid by Transferees to the
Transferors at or before the execution hereof in the following
manner: -

Sr. No.	Amount (in Rupees)	Particulars
1.		
2.		

WE SAY RECEIVED,

1.

Mr. Joy Basu

2.

Mrs. Piyali Basu

Witness:

1.

2.

DATED THIS DAY OF FEBRUARY 2024

BETWEEN

(1) Mr. Joy Basu, AND

(2) Mrs. Piyali Basu

... TRANSFERORS

AND

(1) Mrs. Nalini Nirmal Kedia, AND

(2) Mr. Nirmal B. Kedia

... TRANSFEREES

DEED OF SALE
