

WITHOUT PREJUDICE DRAFT

DEED OF TRANSFER

THIS **DEED OF TRANSFER** made at Mumbai this _____ day of _____, 2024 BETWEEN Mr. Shivjeet Vijaysinh Ghatge, an adult, Indian Inhabitant presently residing at 101, Pallonji apartments, Plot No. 389, Linking Road, Khar West, Mumbai 400052, hereinafter referred to as “**the Transferor**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators) of the **First Part** AND (1) **MS. Ritika Abhishek Talwar**, an adult, Indian Inhabitant having her address at 403, Badrinath Towers, Fisheries University Lane, Versova, Andheri W, Mumbai 400061, (2) **MR. Abhishek Ramesh Talwar**, an adult, Indian Inhabitant, having his address at 403, Badrinath Towers, Fisheries University Lane, Versova, Andheri W, Mumbai 400061, hereinafter collectively referred to as “**the Transferees**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **Second Part**;

WHEREAS:

A. Vide an Agreement dated 10th October 2003 made between Messrs Koptra Builders Builders (therein and hereinafter referred to as “the Builders”) of the One Part and MR. Vijaysinh Yeshwantrao Ghatge herein, the Transferor’s father agreed to purchase from the Builder on what is popularly known as “ownership basis” Flat No. 1703 admeasuring 1205 sq. ft. (One thousand two hundred and five square feet) equivalent to 112 sq. mtrs. (One hundred and twelve square meters) or thereabouts carpet area on the 17th (seventeenth) Floor along with a Garage bearing no. 15, hereinafter collectively referred to as “**the said premises**” in building known as “Badrinath Tower” (hereinafter referred to as “**the said Building**”) being constructed by the Builder on Plot No. – 1178, 1179, 1185 and 1186 sub plot ‘C’ bearing New Survey No. 36 and Cadastral Survey No ____ of _____ Division, situated at on 120’ wide DP Road, Village Versova, Mumbai 400061, at a price and on the other terms and conditions contained therein;

- B. The Transferor herein has represented that his father Mr. Vijaysinh Yeshwantrao Ghatge had wholly contributed and made payment of the entire consideration for the said premises through his rupee savings.
- C. Subsequently Mr. Vijaysinh Yeshwantrao Ghatge was admitted as the member of the Badrinath Tower Co-op Housing Society, By virtue of being admitted as the member of the said Society, the Transferor's father was allotted 5 shares of the face value of Rs. 50/- each bearing distinctive nos. 146 to 150 (both inclusive) under Share Certificate No. 30 dated 15th July 2008 in respect of the said premises (hereinafter referred to as "**the said shares**");
- D. Mr. Vijaysinh Yeshwantrao Ghatge expired on 09th January 2021, who at the time of his death was a Resident of India and died in Mumbai leaving behind his wife Urmila Vijaysinh Ghatge, the Transferor herein, and his daughter Sagarika Vijaysinh Ghatge, as his only legal heirs and next-of-kin under the provisions of the Hindu Succession Act, 1956 under which he was governed;
- E. Upon the demise of Late Mr. Vijaysinh Yeshwantrao Ghatge, the Transferor herein inherited and became entitled to the said shares and the said premises.
- F. The Transferor herein has acquired the said shares and the said premises through inheritance from Late Mr. Vijaysinh Yeshwantrao Ghatge and is now absolutely seized and possessed of and otherwise well and sufficiently entitled to the said shares and the said premises and the Society has issued the share certificate in his name on _____;
- G. The Transferees have agreed to purchase the said premises and the Transferor has agreed to sell the said premises for a total consideration of **Rs. 5,50,00,000/- (Rupees Five Crores Fifty Lakhs only)** out of which i) a sum of ₹50,00,000/- (Rupees Fifty Lakhs only) has been paid by the Transferees to the Transferor on _____ and the balance sum of Rs. 5,00,00,000 (Rupees Five crore Only) will be paid by the Transferees to the Transferor on or before 20th day of

August, 2024, against execution of the Agreement for Sale/ Transfer Deed and delivery of the vacant and peaceful possession that is the full and final payment.

- H. The said shares and the said premises are more particularly described in the Schedule hereunder written;
- I. The said Society has given its no objection to the sale vide their letter dated _____.
- J. The said Society has given its no objection to the sale vide their letter dated _____.
- K. The parties hereto are desirous of recording the terms and conditions of this Deed in writing;

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Transferor hereby sells, transfers and assigns and the Transferees hereby purchase and acquire the said shares bearing nos. 146 to 150 (both inclusive) of the Badrinath Co-operative Housing Society Limited represented by Share Certificate no. 30 and all beneficial right, title and interest in the said Flat no. 1703 admeasuring 1205 sq. ft. (One thousand two hundred and five square feet) equivalent to 120 sq. mtrs. (One hundred and twelve square meters) or thereabouts carpet area on the 17th (seventeenth) floor along with a Garage bearing no. 15 in the building known as 'Badrinath', situated at Sanjeev Enclave Lane, Andheri West, Mumbai 400061, together with the sinking fund and all deposits of the Transferor lying with the said Society, at or for the **aggregate Total Sale consideration of ₹5,50,00,000/- (Rupees Five Crore Fifty Lakhs only) /-** (Rupees One Crore Thirty Lakhs only), to be paid by Transferees to the Transferor. Accordingly, the Transferees shall pay an **aggregate Total Sale consideration of ₹5,50,00,000/- (Rupees Five Crore Fifty Lakhs only)** subject to TDS in respect of the sale of the said premises;
2. The Transferor shall apply to get the Transferees admitted and enrolled as members of the said Badrinath Tower Co-operative Housing Society Ltd. and

as owner of the said shares in the records of the said Society and to execute in favour of Transferees such documents for enrolment as may be required by the Transferees for vesting the said shares and the said premises in the name of the Transferees.

3. The Transferor has handed over vacant and peaceful possession of the said premises to the Transferees on registration of this sale deed.
4. Out of the Sale Consideration to the Transferor, the Transferees have on or before the execution hereof paid to the Transferor an amount of ₹50,00,000/- (Rupees Fifty Lakhs only), in consideration of the sale of the said shares and all beneficial right, title and interest in the said premises, the receipt whereof the Transferor does hereby admit and acknowledge and forever discharge the Transferees from the same.
5. The Transferees has handed over Pay order amounting to ₹5,00,00,000 (Rupees Five Crores only) dated ____2024 drawn on_____ Bank, being the balance consideration upon execution and registration of this Deed to the Transferor, the receipt whereof the Transferor do hereby admit and acknowledge and forever discharge the Transferees from the same.
6. The Transferor hereby covenants with the Transferees as follows:-
 - i) that the Transferor is the sole and absolute owner of the said shares and is allotted the said premises and the said premises are free from all encumbrances and other legal infirmities and no other person or persons has or have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said shares and the said premises, either by way of sale, charge, mortgage, lien, gift, trust, lease, easement or otherwise howsoever and that the title of the Transferor to the said shares and the said premises is clear and marketable and the Transferor has good right, full power and absolute authority to sell and transfer the same to the Transferees,
 - ii) that the Transferor has not created any charge or encumbrance of whatsoever nature in respect of the said shares and the said premises nor are the said shares and the said premises subject matter of any litigation nor the same or any of them attached in execution of any

decree nor has the Transferor created any tenancy or leave and licence or any right in favour of anyone in respect of the said premises,

- iii) that the Transferor has no proceedings as contemplated under section 281 of the Income-tax Act, 1961,
- iv) that the Transferor has duly observed and performed the rules and regulations and bye-laws of the said Society and has paid upto date his contribution of the municipal taxes, water, electricity, and maintenance and other charges and outgoings payable by him in respect of the said premises,
- v) that the Transferor shall at the request and cost of the Transferees whenever required to do so hereafter execute and sign all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing assuring and effectually transferring the said shares and the said premises unto and to the use of the Transferees forever,
- vi) the Transferor hereby indemnifies and shall keep the Transferees indemnified from and against all actions, claims, demands, costs, charges, expenses in respect of the said shares and the said premises, which the Transferees may incur or be subjected to in respect of the said shares and the said premises for the period falling due prior to the date of handing over possession of the said shares and the said premises and further the Transferor does hereby indemnify and shall keep the Transferees indemnified against all losses, damages, litigations, claims, demands and costs that may be made and/or raised by any one or incurred by the Transferees as a result of any of the statements, representations, assurances, confirmations herein made by the Transferor being found to be misleading, untrue or incorrect.
- vii) The Transferor hereby indemnifies and shall keep the Transferees indemnified from and against all actions, claims, demands, charges, expenses, losses, damages, litigations and costs that may be made and/or raised by any one or incurred by the Transferees as a result of any of the statements, representations, assurances, confirmations

herein made by the Transferor being found to be misleading, untrue or incorrect;

7. The Transferees hereby covenant with the Transferor as follows:
 - i) the Transferees shall from the date hereof regularly pay to the said Society their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises for the period hereinafter,
 - ii) the Transferees shall become members and observe and perform and abide by all the rules and regulations and bye-laws of the said Society from time to time in force.
8. The Transferor has handed over the said share certificate and other title deeds in respect of the said premises to the Transferees.
9. The transfer fees of the said Society for the transfer of the said shares and the said premises in favour of the Transferees have been borne by the Transferees.
10. The Income-Tax PAN of the Transferor is AOTPG6363B and of the Transferees is AHVPK3090Q and AAOPT7453L respectively.
11. Stamp duty and registration charges, payable on this Deed shall be borne and paid by the Transferees alone.
12. Relying on the aforesaid Representations, Declarations, Assurances and statements, etc., made hereinabove by the Transferor, , the Transferees have purchased the said premises from the Transferor on the terms and conditions recorded herein.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

5 shares of Rs. 50/- each bearing distinctive nos. 146 to 150 (both inclusive) of the Badrinath Co-operative Housing Society Ltd. represented by Share Certificate No. 30 dated 15th July 2008, 2024, and Flat no. 1703 admeasuring 1205 sq. ft. (One thousand two hundred and five square feet) equivalent to 112 sq. mtrs. (One hundred and twelve square meters) or thereabouts carpet area on the 17th (seventeenth) floor along with Garage no. 15 in the building known as 'Badrinath Tower', constructed in the year 2003 or thereabouts, situated at Plot No. – 1178, 1179, 1185 and 1186 sub plot 'C' bearing New Survey No. 36 and Cadastral Survey No ____ of _____ Division, situated at on 120' wide DP Road, Village Versova, Mumbai 400061.

SIGNED AND DELIVERED by the)

Withinnamed Transferor)

_____)

in the presence of)

Photograph

SIGNED AND DELIVERED by the)

withinnamed Transferees)

(1) Mrs. _____,)

in the presence of)

Photograph

(2) MR. _____,)

in the presence of)

Photograph

Photograph

RECEIVED with thanks from the Transferees withinnamed a sum of Rs. _____/-, (Rupees _____ only) vide pay order no. _____ dated _____ drawn by _____ which along with a sum of Rs. _____/- received earlier vide bank draft no. _____ dated _____ drawn on _____ aggregates to

Rs. _____/- and which is the full consideration for the premises herein contained.

I SAY RECEIVED

TRANSFEROR

WITNESS:

Dated this day of 2024

Mr. Shivjeet Vijaysinh Ghatge

.....Transferor

AND

(1) MRS. Ritika Abhishek Talwar,

(2) Mr. Abhishek Ramesh Talwar

.....Transferees

DEED OF TRANSFER

RE: FLAT NO. 1703, 17th FLOOR,
BADRINATH TOWER, SANJIV
ENCLAVE LANE, SEVEN
BUNGALOWS, MUMBAI – 400061.