

DRAFT

SALE DEED

THIS SALE DEED made at Mumbai this ____day of July 2024 BETWEEN **Mr. ALIASGAR MOHAMMED LOKHANDWALA** (PAN AAEPL4680K) aged 49 years, Indian Inhabitant adult residing at Zahra Villa, Next to Rifle Club, Khan Abdul Gaffar Khan Road, Worli Seaface, Worli, Mumbai – 400025, hereinafter referred to as “**THE TRANSFEROR**” (which expression shall unless the same be repugnant to or contrary to the meaning or context thereof mean and include his heirs, executors, successors, administrator and /or assigns) of the **FIRST PART** AND **MR. BOLLINENI KARTHIK** (PAN ASUPB9546Q) aged 34 years, AND **MR. BOLLINENI DHANUSH SRINIVAS** (PAN # ASVPB7691P) aged 31 years, both residing at **S/O. BOLLINENI VENKATA RAMA RAO, plot No. 162-III, Road, No. 73, Jubilee Hills, Shaikpet, PO: Jubilee Hills, Dist: Hyderabad, Telangana – 500033**, hereinafter called “**THE TRANSFEREES**” (which expression shall unless the same be repugnant to or contrary to the meaning or context thereof mean and include theirs heirs, executors, successors, administrator and /or assigns) of the **SECOND PART**.

W H E R E A S

1. Vide Agreement to Sell dated **23/07/2015** made and entered between **LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD.**, therein referred to as the **SELLERS** and **Mr. ALIASGAR MOHAMMED LOKHANDWALA** therein referred to as the Purchaser, registered at Mumbai – 2 vide Registration No. **BBE2-7202-2015** on **23/07/2015**. The said Purchaser had purchased Flat No. **4703** in ‘**A1**’ wing (As per approved plans **35th** level numbered as **47th**) comprising of **03 (Three)** Bed Rooms, Hall, Dining and Kitchen having carpet area of **1210 sq. ft.** (equivalent to **112.41 sq. mts.**) Balcony admeasuring **112 sq. ft.** (equivalent to **10.41 sq. mts.**) Total admeasuring **1322 sq. ft.** (equivalent to **122.82 sq. mts.**) as per RERA alongwith Two Covered Car Parking Spaces in the building known as MINERVA situated at J. R. Boricha Marg, Off N. M. Joshi Marg, Mahalaxmi, Mumbai – 400 011 (hereinafter called and referred to as “**the Said Flat and Two Covered Car Parking Spaces**” for the sake of brevity), on terms and conditions more particularly mentioned in the above-mentioned Agreement to Sell dated **23/07/2015**.
2. The TRANSFEROR is the lawful owner of the said Flat and Two Covered Car Parking Spaces.
3. The TRANSFEROR herein has agreed to sell/transfer the Said Flat and Two Covered Car Parking Spaces to the TRANSFEREES herein at or for the total consideration amount of **Rs.8,60,00,000/- (Rupees Eight Crores Sixty Lakhs Only) exclusive of Stamp duty and Registration charges** and the TRANSFEREES have agreed for the same on the following terms and conditions more particularly mentioned in this SALE DEED.
4. The parties have agreed to execute this SALE DEED, setting out the terms and conditions for the sale of the Said Flat and Two Covered Car Parking Spaces as specified hereinafter.

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Transferor hereby sells to the Transferees, and the Transferees hereby purchase from the Transferor:
 - a. The Flat No. **4703** in 'A1' wing (As per approved plans **35th** level numbered as **47th**) comprising of **03 (Three)** Bed Rooms, Hall, Dining and Kitchen having carpet area of **1210 sq. ft.** (equivalent to **112.41 sq. mts.**) Balcony admeasuring **112 sq. ft.** (equivalent to **10.41 sq. mts.**) Total admeasuring **1322 sq. ft.** (equivalent to **122.82 sq. mts.**) as per RERA alongwith Two Covered Car Parking Spaces in the building known as MINERVA situated at J. R. Boricha Marg, Off N. M. Joshi Marg, Mahalaxmi, Mumbai – 400 011 (hereinafter called and referred to as “**the Said Flat and Two Covered Car Parking Spaces**” for the sake of brevity) free from encumbrances, at and for the lumpsum consideration of **Rs.8,60,00,000/- (Rupees Eight Crores Sixty Lakhs Only) exclusive of Stamp duty and Registration charges** (the said **Consideration**). The Said Flat and Two Covered Car Parking Spaces are more particularly described in the **Schedule** hereunder written.
2. The TRANSFEREES shall pay to the TRANSFEROR the aforesaid purchase price of **Rs.8,60,00,000/- (Rupees Eight Crores Sixty Lakhs Only) exclusive of Stamp duty and Registration charges** after deducting TDS @ 1% of the consideration, as required under the I. T. Act, in the following manner:
 - (a) **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** paid by the TRANSFEREES to the TRANSFEROR vide demand draft number **784873** dated **15/06/2024** drawn on **UCO Bank** from **Mr. Bollineni Venkata Rama Rao** as initial deposit / Token amount and balance consideration to be paid before **31st July, 2024**.
 - (b) The Transferor has obtained a Home loan towards the said flat from Bank of Baroda of **Rs. 4,25,00,000/- (Rupees Four Crores Twenty-Five Lakhs Only)** the Transferees can either clear the said loan through their bank directly or pay the Transferor **Rs. 4,25,00,000/- (Rupees Four Crores Twenty-Five Lakhs**

Only) post which the TRANSFEROR shall procure the requisite NOC from Bank of Baroda along with following documents.

- (i) The Loan Foreclosure letter to the satisfaction of the TRANSFEREES, and _____ Bank.
 - (ii) All the original documents in connection with the said Flat and Two Covered Car Parking Spaces, in the custody of Bank of Baroda.
- (c) Thereafter the Transferees will pay to the Transferor the balance consideration of **Rs. 3,85,00,000** /- (**Rupees Three Crores Eighty-Five Lakhs Only**) on or before the registration of this SALE DEED.
3. The Transferees shall hand over to the Transferor the Form 26QB and the TDS certificate, both in the name of the Transferor in respect of the TDS so deducted, simultaneously with the execution & signing of these presents.
 4. On execution of this SALE DEED and on receipt of the entire consideration, the TRANSFEROR shall handover to the TRANSFEREES the following:
 - a. Vacant and peaceful possession of the said Flat and Two Covered Car Parking Spaces.
 - b. All original documents related to the said Flat and Two Covered Car Parking Spaces.
 - c. Loan Foreclosure letter from Bank of Baroda in connection with the said Flat and Two Covered Car Parking Spaces.
 5. The Transferor hereby states, represents, and warrants as under:
 - a. The Transferor is the absolute owner of the said Flat and Two Covered Car Parking Spaces;

- b. The Transferor has good right, power and authority to enter into this SALE DEED of the said Flat and Two Covered Car Parking Spaces to the Transferees;
 - c. The said Flat and Two Covered Car Parking Spaces are not subject to any lis-pendens or attachment either before or after judgment or any other impediment of a like nature;
 - d. No notice of acquisition or requisition has been received by the Transferor in respect of the said Flat and Two Covered Car Parking Spaces;
 - e. No notice of any claim, charge or otherwise has been received by the Transferor from any person or entity in respect of the said Shares the said Flat and Two Covered Car Parking Spaces;
 - f. There is no action, suit or proceedings against the Transferor pending before any court of law or before any other tribunal, judicial, quasi-judicial or administrative authority or income tax authorities, which might affect the ability of the Transferor to perform his obligations hereunder.
6. The TRANSFEREES hereby covenant with the TRANSFEROR as follows:
- a. From the date of taking possession of the said Flat and Two Covered Car Parking Spaces, they shall regularly pay to the said builder their contribution of all Taxes and maintenance and other charges payable in respect of the said Flat and Two Covered Car Parking Spaces.
 - b. On being admitted as members of the said Society to duly observe, perform and abide by the rules, regulations and bye-laws of the said Society from time to time in force.
7. The Transferor undertakes to hand over quiet and peaceful possession including handing over the set of keys of the said Flat and Two Covered Car Parking Spaces to the Transferees.

8. The Transferor confirms that there will not be any dues of whatsoever nature payable by the Transferees over and above the total consideration value of **Rs.8,60,00,000/- (Rupees Eight Crores Sixty Lakhs Only) exclusive of Stamp duty and Registration charges** and including towards any advances paid on account of rents, rates, taxes, assessments, outgoings and other charges and amount in respect of the said Flat and Two Covered Car Parking Spaces.
9. That the Transferor shall keep the Transferees fully indemnified from and against all actions, claims, demands costs, charges, and expenses in respect of the said Flat and Two Covered Car Parking Spaces.
10. That the Transferor covenant with the TRANSFEREES that he will indemnify the Transferees, in the event of any claim or demand being made by:
 - a) Any person or persons claiming any share or right, title and interest in the said Flat and Two Covered Car Parking Spaces.
 - b) Any other party including any statutory body or authority having or claiming any charge on the said Flat and Two Covered Car Parking Spaces.

Then and in every such event, Transferor shall indemnify and keep Transferees indemnified but not for any default on their part or their heirs, succession, executors, administrators and/or assign.

11. The Stamp duty and registration charges in respect of this SALE DEED and any other deeds, documents, and writings in respect of the said Flat and Two Covered Car Parking Spaces shall be borne and paid by the Transferees alone and the Transferor shall not be liable to pay the same.
12. That the Transferor agrees and undertake that he shall make himself available for any sign, affirm, execute or declare any paper, Affidavit, No Objection, application, form, memo or letters, society transfer forms etc. required for enabling the Transferees to get the said Flat and Two Covered

Car Parking Spaces transferred in the names of the Transferees free from all/any claims.

- 13. The parties hereto shall, sign and execute all further and necessary documents, papers, forms and writing as may be necessary for more perfectly assuring the said Flat and Two Covered Car Parking Spaces unto and to the use of the Transferees.

SCHEDULE OF THE PROPERTY

Interest in Flat No.4703 in ‘A1’ wing (As per approved plans 35th level numbered as 47th), comprising of 03 (Three) Bed Rooms, Hall, Dining and Kitchen having carpet area of 1210 sq. ft. (equivalent to 112.41 sq. mtrs.), Balcony admeasuring 112 sq. ft. (equivalent to 10.41 sq. mts.) Total admeasuring 1322 sq. ft. (equivalent to 122.82 sq. mts.) as per RERA alongwith Two Covered Car Parking Spaces in the building known as MINERVA situated at J. R. Boricha Marg, Off N. M. Joshi Marg, Mahalaxmi, Mumbai – 400 011 bearing Cadastral Survey No. 1(PT.) and 2 (PT.) of Lower Parel Division G/South Ward and the building is constructed in the year 2023. The building consists of G+91 floors with 8 lifts in each wing (06 passenger lift + 02 Service lifts).

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

SIGNED AND DELIVERED by the)
 within named TRANSFEROR)
Mr. ALIASGAR MOHAMMED LOKHANDWALA)

in the presence of)

- 1.
- 2.

SIGNED AND DELIVERED by the)
withinnamed TRANSFEREES)
MR. BOLLINENI KARTHIK)

in the presence of)

SIGNED AND DELIVERED by the)
withinnamed TRANSFEREES)
MR. BOLLINENI DHANUSH SRINIVAS

in the presence of)

RECEIPT

RECEIVED from the within named TRANSFEREES **MR. BOLLINENI KARTHIK AND MR. BOLLINENI DHANUSH SRINIVAS**, a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** and the balance consideration will be paid as agreed hereinabove.

Sr. No.	Demand Draft No.	Drawn on	Date	Given by TRANSFEREES	In favour of	Amount (Rs.)
1.	784873	UCO Bank	15/06/2024	MR. BOLLINENI VENKATA RAMA RAO	Mr. ALIASGAR MOHAMMED LOKHANDWALA	Rs.50,00,000/-