

**DEED OF TRANSFER**

**THIS DEED OF TRANSFER** made at MUMBAI on this \_\_\_ day of August, 2024

**BETWEEN**

**SHRI MAHESHWAR RESOURCES PRIVATE LIMITED**

**[U45201MH2001PTC133059]**, a company registered under the provisions of the Companies Act, 1956, having its registered office at 612, Floor 6, Plot - 221, Maker Chamber V, Jamnalal Bajaj Marg, Nariman Point, Mumbai - 400021, through its directors and authorised representatives [●] and [●], who are authorised pursuant to Resolution dated [●], hereinafter called "**TRANSFEROR**" (which expression shall unless it be repugnant to the context or meaning thereof means and includes its successors and assigns) of **ONE PART**

**AND**

(I) **SONALI RAHUL JHAVERI** [AADHAR NO. [●] & PAN ADIPJ4836E], of Mumbai Indian Inhabitant, and (II) **RAHUL ROHIT JHAVERI** [AADHAR NO. 244299220105 & PAN. AABPJ3744R], of Mumbai Indian

Inhabitant, both residing at 301, Petit Towers, Bomanji Petit Road, Opposite Shalimar Hotel, Kemps Corner, Cumballa Hill, Mumbai – 400 026, hereinafter called “**TRANSFEREES**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, nominees, administrators and assigns) of the **OTHER PART**

The Transferor and the Transferees shall be individually referred to as “Party” and collectively as “Parties”.

**WHEREAS:**

- A. By and under an Agreement for Sale dated 15<sup>th</sup> June, 2004 (hereinafter referred to as the “**said Agreement for Sale**”), executed between (I) Sir Dinshaw M. Petit, (II) Mr. K. N. Suntook, (III) Mr. A.B.K. Dubash,, (IV) Mr. J.H.C. Jahangir, (V) Mr. F. N. Petit, (VI) Lady Laila Petit, and (VII) Mr. D. S. Cambatta, as Trustees of the Framjee Dinshaw Petit Parsee Sanatorium (hereinafter referred to as the “**said Promoter**”) and Transferor herein, the said Promoter agreed to sell to the said Transferor and Transferor agreed to purchase Flat No. 2401 [Flat Nos. 2401 and 2402 as per Society Records], admeasuring 272.21 sq. mtrs (carpet area), on the 24<sup>th</sup> Floor of a building known as ‘*Petit Towers*’ (hereinafter referred to as the “**said Building**”), August Kranti Marg, Cumballa Hill, Kemps Corner, Mumbai – 400 036, constructed on a Plot of Land bearing CS No. 597 and 598 of Malabar and Cumbala Hill Division hereinafter referred to as the “**said Flat**”) along with Lower Ground Parking Space No. LG-11/16 situated in the said Building (hereinafter referred to as the “**said Parking**”). The Transferor has paid the entire consideration to the Promoter. The said Agreement was duly registered with the Sub-Registrar of Assurances, Mumbai under Serial No. BBE-1-4639 of 2004.
- B. The construction of the said Building was completed in the year [●] (hereinafter referred to as the “**said Building**”). The [●] has vide its issued Occupation Certificate dated [●], on such terms and conditions

as recorded therein.

- C. The Flat Purchasers in the said Building formed themselves into a Co-Operative Housing Society by the name of '*Petit Towers Co-operative Housing Society Limited*', which was registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, having Registration No. MUM/WD/TC/8471/2005-2006 (hereinafter referred to as the "**said Society**")
- D. The said Society issued the following Shares to the Transferor in respect of the said Flat and the said Parking:
- (i) Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 185 to 190 (both inclusive) represented by Share Certificate No. 38 dated May 1, 2006; and
  - (ii) Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 191 to 195 (both inclusive) represented by Share Certificate No. 39 dated May 1, 2006.

The above referred Shares are hereinafter collectively referred to as the "**said Shares**"). The said Shares, Flat and Parking are hereinafter referred to as the "**said Premises**"

- E. In view of the aforesaid, the Transferor became absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said Premises.
- F. The Transferor has agreed to sell and transfer the said Premises free from all encumbrances and reasonable doubts, to the Transferees and Transferees have agreed to purchase from the Transferor the said Premises, for a total consideration of Rs. [●]/- (Rupees [●] only) subject to deduction of 1% TDS as prescribed under the Income tax Act, 1961 on the terms and conditions recorded herein.
- G. The general body of the Transferor has approved the sale of the said Premises in favour of the Transferees vide Resolution dated [●] and have

authorised [●] and [●] to execute the present Deed. Hereto annexed and marked as **Annexure** “[●]” is a certified copy of the Resolution dated [●] passed by the Transferor.

- H. The Transferees are desirous of availing Housing Loan for purchase of the said Premises.
- I. By Sanction Letter bearing no. [●] dated [●], by [●] (hereinafter referred to as the “**said Bank**”), have in principle approved the housing loan of Rs. [●] /- (Rupees [●] Only) on the terms and conditions as mentioned therein. Hereto annexed and marked as **Annexure** “[●]” is a copy of the said Sanction Letter dated [●]
- J. The said Society by its letter dated [●] granted its N.O.C for transfer of the said Premises in favour of the Transferees. Hereto annexed and marked as **Annexure** “[●]” is a copy of the said NOC of the Society dated [●]
- K. The Parties are desirous of executing this Deed of Transfer in the manner as hereinafter appearing.

**NOW THIS DEED OF TRANSFER WITNESSETH** that in pursuance of the Agreement and in consideration of a sum of Rs. [●]/- (Rupees [●]Only) being part consideration paid by the Transferees to the Transferor by way of Pay Order / DD / RTGS on or before execution of this Deed and a sum of Rs. [●]/- (Rupees [●] Only payable by the Transferees to Income Tax Authorities to the credit of the Transferors (TDS certificate in respect thereof will be provided by the Transferees to the Transferor within a period of 30 days from the execution of this Deed) (payment and receipt whereof the Transferor doth hereby admit and acknowledge and of the same and every part thereof doth hereby admit, release and discharge the Transferees forever) and a sum of Rs. [●]/- (Rupees [●] Only) being the balance consideration to be paid by said Bank for and on behalf of the Transferees / Transferees to the Transferor within a

period of 30 days from the execution and registration of the present Deed making in all a sum of Rs. [●]/- (Rupees [●] only), being the entire consideration paid by the Transferees to the Transferor as aforesaid, the Transferor doth hereby sell, transfer, grant and assign absolutely unto the Transferees the said Premises, i.e., Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 185 to 190 (both inclusive) represented by Share Certificate No. 38 dated May 1, 2006, issued by Society and Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 191 to 195 (both inclusive) represented by Share Certificate No. 39 dated May 1, 2006, issued by Society along with Flat bearing No. 2401 [Flat Nos. 2401 and 2402 as per Society Records], situated on the 24th Floor of the said Building, situated at August Kranti Marg, Cumballa Hill, Kemps Corner, Mumbai – 400 036 and constructed on a Plot of Land bearing CS No. 597 and 598 of Malabar and Cumbala Hill Division along with Lower Ground Parking Space No. LG-11/16 situated in the said Building, as more particularly described in the Schedule hereunder written together with all the rights, privileges, advantages whatsoever into or upon the said Premises belonging to or in anywise appurtenant thereto or any part thereof, now or at any time heretofore usually held, used, enjoyed or occupied together with all the deeds, documents, writings, vouchers and other evidences of title relating thereto and all other evidence in respect of the said Premises or any part thereof and all the estate right, title, interest, use, inheritance, property, possession, benefit, claim or demand whatsoever at law and in equity of the Transferor into, out of or upon the said Premises **TO HAVE AND TO HOLD** all and singular the said Premises hereby sold, transferred and assigned or intended or expressed so to be **UNTO AND TO** the use of the Transferees forever absolutely **SUBJECT** to the payment by the Transferees of all future rents, rates, taxes, assessments, maintenance charges dues and other out goings payable in respect of the said Premises to the Municipal Authorities or any other persons for the period hereinafter **AND THE TRANSFEROR** for itself and its trustees, successors and assigns doth hereby **COVENANT WITH THE TRANSFEREES THAT** notwithstanding any act, deed, matter or thing whatsoever by the Transferor or

by any person or persons lawfully or equitably claiming, by, from, through, under or in trust for the Transferor or made, done, committed, omitted or willingly suffered to the contrary, the Transferor now have in themselves good right, full power and absolute authority to grant, sell, release, convey and assure the said Premises hereby granted, sold, released, conveyed, assured or intended so to be unto and to the use and benefit of the Transferees **FOREVER AND** the said Transferees shall and may at all times be entitled to peaceably and quietly enter upon, occupy, possess and enjoy and continue to remain in possession of the said Premises **AND** the Transferor doth hereby covenant with the Transferees that the Transferor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said Premises hereby transferred and assigned or expressed so to be or any part thereof by or under or in trust for the Transferor or anyone on its behalf shall and will from time to time and at all times hereafter at the request and cost of the Transferees do and execute or cause to be done and executed all such further and other acts, payments, deeds, matters, things, conveyances and assurances in the law whatsoever together with all applications, letters and communications that may be required to be addressed to the Society and/or any authority for transfer of the said Premises

**AND THE TRANSFEROR DOTH HEREBY FURTHER DECLARES, UNDERTAKES AND COVENANTS WITH THE TRANSFEREES THAT:**

- a) The Transferor is the absolute owner of the said Premises and no one except the Transferor has any right, title, interest, claim or demand in to or upon the said Premises or any part thereof;
- b) The Transferor has full right, full power and absolute authority to sell, transfer and assign the said Premises to the Transferees and the Transferor or any person or persons claiming by from under or in trust for the Transferor and/or its predecessors-in-title has not committed or omitted any act, deed, matter or thing whereby the sale, transfer,

assignment of the said Premises to and in favour of the Transferees is or can be forfeited, extinguished or rendered void or voidable;

- c) That the Transferor is in actual and physical possession of the said Premises.
- d) The Transferor has simultaneously with the execution of this Deed of Transfer handed over quiet, vacant and peaceful possession of the said Premises to the Transferees as absolute owner thereof. The Transferees shall peaceably and quietly enter upon and remain in possession of the said Premises and/or any part thereof without any interference, disturbance, interruption, claim or demand whatsoever by the Transferor and/or any other person or persons lawfully and equitably claiming by or from or through or under or in trust for the Transferor.
- e) The Transferor has not committed or omitted to do any act, deed, matter or thing whereby ownership, peaceful possession, occupation and enjoyment of the said Premises and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner;
- f) The Transferor has duly paid and discharged in full all the liabilities towards any taxes, including Income Tax, GST, etc., and there are no pending proceedings and/or outstanding liabilities under the Income Tax Act or otherwise.
- g) The Transferor has duly paid and discharged in full all the dues and liabilities in respect of the said Premises including the Municipal taxes, out goings, electricity bills, and charges payable to the Society to the date hereto and further that if in future it is found that any of the dues in respect of the said Premises is payable for the period prior to execution of these presents, the Transferor will clear the same and shall indemnify the Transferees against the same;

- h) That notwithstanding any act, deed, matter or thing whatsoever done, committed or omitted by the Transferor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Transferor, the Transferor has good right, full power and absolute authority to transfer the said Premises in favour of the Transferees;
- i) Neither the Transferor nor any one on its behalf have committed or omitted to do any act, deed, matter or thing whereby peaceful possession, occupation and enjoyment of the said Premises and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner;
- j) The Transferor has not created any tenancy, license, charge, lease, lien, mortgage, charge, encumbrance or any kind of third party rights in and over the said Premises and no other person or party has any right, title or interest, claim or demand in to or upon the same either by way of mortgage, gift, trust, inheritance, lease or otherwise and that the Premises is free from all encumbrances and there are no pending litigation of any kind whatsoever and that there is no lis pendens notice and/or attachment before or after the judgment or otherwise in respect of the said Premises;
- k) The Transferor has not entered into any agreement for sale or created any third-party rights in respect of the said Premises or any part or portion thereof;
- l) The Transferor has not received any notice for acquisition or requisition of the said Premises;
- m) That there is no pending suit or litigation or attachment in respect of the said Premises;
- n) The Transferor has neither received any notice from the said Society for or in relation to any breach of any of the Rules, Regulations and Bye-laws of the Society or are there any actions or proceedings pending



against the Transferor instituted by the Society in respect of the Premises or even otherwise;

- o) The Transferor hereby covenants with the Transferees that the Transferor shall and will from time to time and at all times hereafter upon reasonable request and the cost of the Transferees or any person or persons having or lawfully or equitably claiming through under or in trust for the Transferees, their heirs, executors, administrators or assigns, produce or cause to be produced to them or their Advocates or Solicitors or agents the said original title deeds for any purpose whatsoever.
- p) That the Transferor shall render all necessary co-operation, if required, for the transfer by the said Society of the said Premises in favour of the Transferees and the Transferor shall execute any deeds, documents, forms, affidavits, undertakings, indemnities, etc. as required by the said Society or any authority for transfer of the said Premises in the name of the Transferees;
- q) That the Transferor's general body has approved of the transfer of the Premises in favour of the Transferees; and
- r) That the Transferor shall, at the request and cost of the Transferees, sign and execute necessary application and take necessary steps to transfer electric meter if any, in respect of the said Premises in favour of the Transferees.

**AND THE TRANSFEROR DOETH** hereby irrevocably indemnifies and keep fully indemnified the Transferees, their heirs, executors, administrators, assigns and successors in title from time to time and at all times hereinafter, from, by and against any claims, demands, suits, proceedings and action that may be preferred or instituted by any person or persons, through, under or in trust for the Transferor or anyone claiming through Transferor or any Authority/ies or any of them if the representations of the Transferor are found

to be incorrect or if there is breach of any of the covenants/assurances given by the Transferor or for any amount which may become payable towards duties, taxes, cess etc. otherwise or if title of the Transferor in respect of the said Premises is not clear and all losses, damages, liabilities, costs, charges and expenses, which the Transferees, their heirs, executors, administrators, assigns and successor in title may suffer or incur by reason of act, deed, matter or thing knowingly or unknowingly done or omitted to be done and further the Transferor covenants with the Transferees to reimburse them and/or their heirs, executors, administrators, assigns and successors in title for the same on their making demand to that effect and the Transferor further agrees and undertakes to bear and pay all amounts including costs, charges, expenses, interest, penalty, or other charges that the Transferees and/or their heirs, executors, administrators, assigns and successor in title may incur to defend such claim, demand or proceedings.

**AND THIS DEED FURTHER WITNESSETH THAT**

- a. All cost, charges and expenses including stamp duty and registration charges, if any, in respect of this Deed of Transfer and all other documents that may be executed in pursuance hereof shall be borne and paid by the Transferor alone.
- b. The Transfer fee/premium to be paid to the Society for transfer of the said Premises from the name of the Transferor to the name of the Transferees in the records of the Society shall be borne by the Transferor and the Transferees equally.

The Permanent Account Number of the Parties hereto are as under:

<b>Sr. No.</b>	<b>Name of the Parties</b>	<b>PAN</b>
----------------	----------------------------	------------

1.	<b>SHRI MAHESHWAR RESOURCES PRIVATE LIMITED</b>	[•]
2.	<b>SONALI RAHUL JHAVERI</b>	<b>ADIPJ4836E</b>
3.	<b>RAHUL ROHIT JHAVERI</b>	<b>AABPJ3744R</b>

**THE SCHEDULE ABOVE REFERRED TO**

*(description of the said Premises)*

Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 185 to 190 (both inclusive) represented by Share Certificate No. 38 dated May 1, 2006, issued by Society and Fully paid-up shares of Rs. 50/- each, bearing distinctive Nos. 191 to 195 (both inclusive) represented by Share Certificate No. 39 dated May 1, 2006, issued by Society along with Flat bearing No. 2401 [Flat Nos. 2401 and 2402 as per Society Records], situated on the 24th Floor of the said Building, situated at August Kranti Marg, Cumballa Hill, Kemps Corner, Mumbai – 400 036, and constructed on a Plot of Land bearing CS No. 597 and 598 of Malabar and Cumbala Hill Division along with Lower Ground Parking Space No. LG-11/16 situated in the said Building

**IN WITNESS WHEREOF THE PARTIES HERETO SHALL  
HEREUNTO SUBSCRIBE THEIR HANDS AND SEAL THE DAY  
HEREINABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED**

by the withinnamed **TRANSFEROR**

**Shri Maheshwar Resources Private Limited**

**THROUGH ITS DIRECTORS  
AND AUTHORISED REPRESENTATIVES**

[•]

[•]

In the presence of

1]

2]

**SIGNED AND DELIVERED**

by the withinnamed TRANSFEREES

**(I) SONALI RAHUL JHAVERI**

**(II) RAHUL ROHIT JHAVERI**

In the presence of

1]

2]

---

WITHOUT PREJUDICE DRAFT

**RECEIPT**

**RECEIVED** on or before execution hereof of and from the withinnamed Transferees a sum of Rs. [●]- (Rupees [●] Only) by cheque/ pay order / demand draft / NEFT /TDS / RTGS as mentioned herein below.

<b>Date</b>	<b>Cheques / RTGS</b>	<b>Amount (Rs.)</b>	<b>Bank &amp; Branch</b>	<b>Drawn By</b>	<b>Payment Terms</b>
Details to be provided upon Payment by Transferees					
Details to be provided upon Payment by Transferees					
	Total	[●] /-			

WE SAY RECEIVED

**Shri Maheshwar  
Resources Private  
Limited**