

## DRAFT

WITHOUT PREJUDICE AND SUBJECT TO CLIENT'S APPROVAL

### SALE DEED CUM DEED OF TRANSFER

**THIS SALE DEED CUM DEED OF TRANSFER** ("this Deed") is made at Mumbai this [REDACTED] day of [REDACTED], Two Thousand and Twenty-Four:

#### BETWEEN

**MRS. TWINKLE KHANNA**, Adult, Indian inhabitant of Mumbai, having her address at G-2, Plot 1, Prime Beach, Gandhigram Road, Juhu, Mumbai – 400 049 hereinafter referred to as "**Transferor**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the **ONE PART**.

#### AND

**MR. AKSHAY KUMAR BHATIA**, Adult, Indian inhabitant of Mumbai, having his address at G-2, Plot 1, Prime Beach, Gandhigram Road, Juhu, Mumbai – 400 049 hereinafter referred to as "**Confirming Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**.

#### AND

(i) **MRS. PALLAVI JAIN** (ii) **MR. SHUBHAM JAIN** (iii) **MRS. SHARDA JAIN** (iv) **MR. VIJAY JAIN** (v) **MRS. SAVITRI JAIN**, all Adults, Indian inhabitants of Mumbai, having their address at Flat No. 4001, 40<sup>th</sup> Floor, Tower-B, Three Sixty West, CTS No. 286 (part), Sadanand Hasu Tandel Marg, Worli, Mumbai – 400 025 hereinafter referred to as "**Transferees**" (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 **OTHER PART**.

The Transferor, The Confirming Party and Transferees are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

#### WHEREAS:

A. The Transferor has represented to the Transferees as follows:

- (i) By and under an Agreement for Sale dated 20<sup>th</sup> August, 2015, executed by and between Oasis Realty, an unincorporated joint venture (an association of persons) ("**the Developer**") through its then constituents (therein referred to as 'the Developer' / 'Joint Venture') of the One Part and the Confirming Party herein (therein referred to as the 'Purchaser' of the Other Part) and registered with the Office of the Sub-Registrar of Assurances under Serial

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No. BBE-2-8173-2015 (“**said Agreement for Sale**”), the Developer agreed to sell and the Confirming Party herein agreed to purchase (a) Flat No. 3901 admeasuring about 3,875 square feet carpet area (inclusive of area of enclosed balconies and the Additional Areas {as defined in the said Agreement for Sale}) (“**said Flat**”) on the 39<sup>th</sup> floor of Tower B of the building known as “Three Sixty West” (“**the said Building**”) constructed and developed by the Developer on all that piece and parcel of land admeasuring 9378.96 square meters or thereabouts bearing Cadastral Survey No. 286 (Part) of Lower Parel Division and all that piece and parcel of land admeasuring 2786.81 square meters bearing Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division both collectively admeasuring approximately 12,165.77 square meters situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai 400 025 in the Registration District and Sub District of Mumbai City (“**the said Land**”) and more particularly described in the **First Schedule** hereunder written, and (b) right to use 4 (four) car parking spaces bearing Nos. 53, 54, 55 and 56 situated on the 5<sup>th</sup> parking level of Tower B of the said Building (“**said Car Parking Spaces**”) and delineated in [REDACTED] colour hatch lines on the Plan annexed hereto and marked as **Annexure “A”**, for the consideration and on the terms and conditions as more particularly set out in the said Agreement for Sale.

- (ii) By and under an Agreement of Transfer dated 24<sup>th</sup> September, 2015 executed by and between the Confirming Party herein (therein referred to as the ‘Transferor’) of the First Part, Transferor herein (therein referred to as the ‘Transferee’) of the Second Part and the Developer through its then constituents (therein referred to as the ‘Developer / Joint Venture’) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BBE-5-3337-2015 (“**Agreement of Transfer**”), the Transferor therein sold and assigned to the Transferee therein (i) the said Flat, (ii) all the Transferors’ right, title and interest in the said Flat, and (iii) all rights, title and benefits of the Transferor in the said Agreement for Sale for the consideration and in the manner as more particularly set out therein.
- (iii) On [REDACTED], occupation certificate was issued by [REDACTED] *inter-alia* in respect of the said Flat).
- (iv) The Transferor has paid the entire consideration for the sale of the said Flat and there are no outstandings payable in respect of the said Flat.
- (v) By and under a Letter dated \_\_\_\_\_, issued by the Developer, the Developer has handed over quiet, vacant and peaceful possession of the said Flat to Transferor herein.
- (vi) After the execution of the said Agreement for Sale and the said Agreement of Transfer, payment of entire consideration and receipt of possession pursuant to the Letter mentioned hereinabove, the Transferor herein has

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become the sole and absolute owner of the said Flat including all the right, title and interest in the said Flat and all rights, title and benefits in the said Agreement for Sale. There was a revision in the sanctioned plans of the said Buildings in the year 2021. Accordingly, the term "**said Flat**" is since deemed to mean Flat No. 3901 admeasuring about 6830 square feet carpet area or thereabouts (as per RERA).. A copy of the plan of the said Flat, is hereto annexed and marked as **Annexure "B"**.

- (vii) The said Flat, additional areas appurtenant exclusive to the said Flat and the said Car Parking Spaces are collectively hereinafter referred to as the "**said Premises**", more particularly described in the Second Schedule hereunder.
  - (viii) The Transferor is in quiet, vacant and exclusive possession of the said Premises.
- B. In the circumstances, the Transferor is absolutely seized and possessed of or otherwise well and sufficiently holding, using, occupying, enjoying and in possession all the right, title and interest in the said Premises together with the rights and benefits under the said Agreement for Sale.
- C. Pursuant to the discussions and negotiation between the Transferor and the Transferees, the Transferor agreed to sell and transfer, and the Transferees agreed to purchase the said Premises, for a consideration of Rs. 80,00,00,000/- (Rupees Eighty Crores Only) ("**said Consideration**") (subject to deduction of TDS in accordance with law) in the manner as set out herein.
- D. The Parties hereto are desirous of recording the above in writing which is as hereinafter appearing.

### **NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The Recitals to this Agreement shall form an integral part of this Agreement.
2. Based on representations covenants and declarations made by the Transferor herein to the Transferees and in consideration of the sum of Rs. 80,00,00,000/- (Rupees Eighty Crores Only) (subject to deduction of TDS in accordance with law), i.e. the said Consideration being the full and final consideration paid by the Transferees to the Transferor on or before execution of these presents in the manner set-out in clause 3 below, the Transferor doth hereby sell, grants, conveys, transfers, releases, assures and assigns unto the Transferees and the Transferees hereby purchase and acquires from the Transferor **the said Premises**, comprising (a) the said Flat i.e. Flat No. 3901 admeasuring about 6830 square feet carpet area (as per RERA) on the 39<sup>th</sup> floor of Tower B of the building known as "Three Sixty West" constructed and developed by the Developer on land admeasuring approximately 12,165.77 square meters bearing Cadastral Survey No. 286 (part) of Lower Parel Division and Final Plot No. 1078 of Town Planning Scheme - IV of

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Mahim Division situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G / South Ward, Worli, Mumbai -400 025 in the Registration District and Sub-District of Mumbai and more particularly described in the **First Schedule** hereunder writtenb) Additional Areas appurtenant to the said Flat and (c) right to use 4 (four) car parking spaces bearing Nos. 53, 54, 55 and 56 situated on the 5<sup>th</sup> parking level of Tower B of the said Building ("**said Car Parking Spaces**"), and together with the right to be admitted as a member of the organization/ association to be formed by the purchasers of premises in the said Building and have the relevant shares allotted to them, as applicable, and all the other rights as more particularly described in the said Agreement for Sale read with the said Agreement of Transfer **TOGETHER WITH** all the rights, privileges and benefits under the said Agreement for Sale read with the said Agreement of Transfer **TOGETHER WITH** any and all amounts standing to the Transferor's credit in the books of the Developer towards deposit(s) and incidentals etc., along with all and singular the rights, liberties, privileges, easements, profits, advantages, members and appurtenances whatsoever appurtenant to the said Premises or any part thereof belonging or in any wise appertaining to or with the same or any part thereof now or at any time heretofore held, used, occupied or enjoyed therewith or reputed or known as part or member thereof and to belong or be appurtenant thereto **AND** all the liberties, privileges, easements and advantages appurtenant thereto **AND** all the estate, right, title, interest, use, inheritance, possession, benefit, claims, and demand whatsoever of the Transferor i.e. the said Premises, with a clear and marketable title free from all encumbrances, claims and charges any thereof, absolutely and forever **TO HAVE AND TO HOLD** all and singular the said Premises hereby granted, transferred, conveyed and assured and intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the Transferees forever **SUBJECT TO** the payment of all the charges by the Transferees now chargeable upon the same or hereafter to become payable and the Transferor hereby covenant with the Transferees **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Transferor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed omitted or knowingly or willingly suffered to the contrary, the Transferor doth now have in themselves good right, full power and absolute authority to grant, convey, transfer and assure the said Premises hereby granted, conveyed, transferred and assured or intended so to be unto and to the use of the Transferees in the manner aforesaid **AND THAT** it shall be lawful for the Transferees from time to time and at all times hereafter to peaceably and quietly hold, occupy, possess and enjoy the said Premises hereby granted, conveyed, transferred and assured with their appurtenances and receive the rents, issues and profit thereof and of every part thereof to and for their own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Transferor or their successors and assigns or any of them or by any person lawfully or equitably claiming or to claim by from under or in trust for them **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Transferor well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, title,

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charges and encumbrances whatsoever either already or hereafter had made, executed, occasioned or suffered by the Transferor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them **AND FURTHER** 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 granted, conveyed, transferred and assured or any part thereof by from under or in trust for them, the Transferor 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 lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Transferees in the manner aforesaid as shall or may be reasonably required by the Transferees, their successors or assigns or their Counsel in law for assuring the said Premises and every part thereof hereby granted, conveyed, transferred and assured unto and to the use of the Transferees in the manner aforesaid .

3. On or before execution of this Deed, the Transferees have paid to the Transferor the said Consideration of Rs. [REDACTED]/- (Rupees [REDACTED] only) (the payment and receipt whereof the Transferor, doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquits, releases, and discharges the Transferees forever).
4. The Transferor has been in compliance with all terms of the said Agreement for Sale read with the said Agreement of Transfer. There is no mortgage or encumbrance or third-party rights of any nature on the said Premises. The Transferor has paid all outgoing and other charges in respect to the said Premises and discharged all obligations towards taxes, duties etc., up to date. There are no circumstances to the knowledge of the Transferor which prevents the Transferor from selling the said Premises to the Transferees.
5. As required by Rule 114 (b) of the Income Tax Rules and Section 139A of the Income Tax Act, 1961, the Transferor and the Transferees declare that their Permanent Account Numbers are as follows:

**The Transferor**

Mrs. Twinkle Khanna

**PAN Number**

AACPK0139N

**The Transferees**

Mrs. Pallavi Jain

Mr. Shubham Jain

Mrs. Sharda Jain

Mr. Vijay Jain

Mrs. Savitri Jain

**PAN Numbers**

AMKPG3896L

AGTPJ7977O

AAKPJ8759P

AALPJ8055H

AAKPJ8755N

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6. The stamp duty and the registration charges payable in respect of this Deed of Transfer shall be borne and paid by the Transferees. Each party shall bear their own expenses including their own Advocates professional fees.

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hand to this Deed on the day and year first hereinabove mentioned.

### **THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said Land)

All that piece and parcel of Land admeasuring 9378.96 square meters or thereabouts bearing Cadastral Survey No. 286 (Part) of Lower Parel Division and all that piece and parcel of Land admeasuring 2786.81 square meters bearing Final Plot No. 1078 of Town Planning Scheme – IV of Mahim Division both collectively admeasuring approximately 12,165.77 square meters situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G/South Ward, Worli, Mumbai – 400 025 in the Registration District and Sub-District of Mumbai City and bounded as follows:

On the East by : Final Plot No. 1077 of TPS IV Mahim Division;  
On the West by : Annie Besant Road;  
On the North by : Final Plot No. 1079 of TPS IV Mahim Division; and  
On the South by : The Proposed DP Road (22.80 meters wide).

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the said Premises)

The said Premises, comprising of (a) the said Flat i.e. Flat No. 3901 admeasuring about 6,830 square feet carpet area (as per RERA) and the additional areas appurtenant and exclusive to the said Flat on the 39<sup>th</sup> floor of Tower B of the building known as “Three Sixty West” constructed and developed by the Developer on land admeasuring approximately 12,165.77 square meters bearing Cadastral Survey No. 286 (part) of Lower Parel Division and Final Plot No. 1078 of Town Planning Scheme - IV of Mahim Division situated at Annie Besant Road and Sadanand Hasu Tandel Marg, G / South Ward, Worli, Mumbai -400 025 in the Registration District and Sub-District of Mumbai, and right to use 4 (four) car parking spaces bearing Nos. 53, 54, 55 and 56 situated on the 5<sup>th</sup> parking level of Tower B of the said Building.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

(List of the original documents/deeds handed over by the Transferor to the Transferees)

- 1. Old IOD of Flat**
- 2. New IOD of flat**

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**3. Developer NOC**

**4. Letter issued by the Developer to the Transferor**

**SIGNED AND DELIVERED** by the )  
withinnamed '**Transferor**' i.e. )  
**Mrs. Twinkle Khanna** )

in the presence of ...

- 1.
- 2.

**SIGNED AND DELIVERED** by the )  
withinnamed '**Transferees**' i.e. )

- (i) Mrs. Pallavi Jain )
- (ii) Mr. Shubham Jain )
- (iii) Mrs. Sharda Jain )
- (iv) Mr. Vijay Jain )
- (v) Mrs. Savitri Jain )

in the presence of ...

- 1.
- 2.

**SIGNED AND DELIVERED** by the  
withinnamed '**Confirming Party**' i.e.

**Mr. Akshay Kumar Bhatia**

in the presence of ...

- 1.
- 2.