

SALE DEED

THIS SALE DEED (“**Deed**”) is made and executed at Mumbai on this _____ day of _____, 2025;

BY AND BETWEEN:

MR. ROBIN PATEL [PAN NO.: APTPP7822H], an adult Indian Inhabitants, residing at 3502 – B, Tower Three Sixty West, Annie Beasant Road, Worli, Mumbai – 400 025, hereinafter referred to as “**First Vendor**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective heirs, executors, administrators and assigns) of **FIRST PART**;

AND

MRS. TANIA PATEL [PAN No: AFGPP7375G], an adult Indian Inhabitant, residing at 3502 – B, Tower Three Sixty West, Annie Beasant Road, Worli, Mumbai – 400 025, hereinafter referred to as the “**Second Vendor**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include her respective heirs, executors, administrators and assigns) of the **SECOND PART**;

Unless referred to individually, the First Vendor and the Second Vendor are hereinafter collectively referred to as “**Vendors**”

AND

MRS. PAULOMI DOSHI [PAN NO.: AAAPD9451G] adult, Indian Inhabitant, residing at B – 7002, Trump Towers, Pandurang Budhakar Mark, Lodha The Park, Worli, Mumbai – 400 013, hereinafter referred to as the “**First Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, executors, administrators and assigns) of the **THIRD PART**;

AND

MR. SAUMIK DOSHI [PAN NO.: AHZPD3725F] adult, Indian Inhabitant, residing at B – 7102, Trump Towers, Pandurang Budhakar Mark, Lodha The Park, Worli, Mumbai – 400 013 hereinafter referred to as the “**Second Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the **FOURTH PART**;

Unless referred to individually, the First Purchaser and the Second Purchaser are hereinafter collectively referred to as “**Purchasers**”;

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

WHEREAS:

- A. The Vendors are the owners and seized and possessed of and well and sufficiently entitled to a flat bearing No. 3502 admeasuring 3,546 square feet (carpet area) and an additional area admeasuring 1,569 square feet carpet area aggregating to 5,115 square feet carpet area, on the 35th floor of Tower ‘B’ of the building known as “Three Sixty West” (“**said Flat**”) situated at Annie Beasant Road and Sadanand Hasu Tandel Marg, G/ South Ward, Worli, Mumbai – 400 025 along with three (3) car parking spaces bearing nos. 11, 60 and 61 situated on the 10th parking level of Tower B of the building known as “Three Sixty West” (“**said Car Parking Spaces**”). The said building known as “Three Sixty West” is constructed on a portion of land bearing Cadastral Survey No.286 (part) of Lower Parel Division and Final Plot No, 1078 of Town Planning Scheme – IV of Mahim Division in the Registration District and Sub – District of Mumbai;
- B. The said Flat and the said Car Parking Spaces are more particularly described in the **First Schedule** hereunder written;

- C. The Vendors have represented to and informed the Purchasers that no society or condominium has been formed and therefore share certificate has not been issued to the Vendors;
- D. Pursuant to the discussions and negotiations, an agreement is arrived at between the Parties, whereby the Vendors have agreed to sell, transfer, assign, convey and assure unto and in favour of the Purchasers, and relying upon the representations, warranties and assurances of the Vendors, the Purchasers have agreed to purchase and acquire from the Vendors, the said Premises (defined hereinabove), clear, marketable and free from all encumbrances, for the total consideration of Rs. 50,40,00,000/- (Rupees Fifty Crores Forty Lakhs Only) (“**Consideration**”);
- E. On _____ (“**Developer**”) issued its No-objection cum No Dues Certificate (“**NOC**”) for sale, transfer, assignment, assurance and conveyance *inter alia*, of the said Premises by the Vendors to the Purchasers. A copy of the said NOC dated _____ is annexed hereto and marked as **Annexure “A”**;
- F. On _____, the Purchasers have obtained from the Vendors, a Certificate from Income Tax Authorities under Section 281 of the Income Tax Act, 1961;
- G. The Vendors are executing this Sale Deed in respect of the said Premises, unto and in favour of the Purchasers, in the manner hereinafter stated.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement, and in consideration of Rs.50,40,00,000/- (Rupees Fifty Crores Forty Lakhs Only), paid by the Purchasers to the Vendors, in the manner set out in Clause 2 hereinbelow, being the entire Consideration payable by Purchasers to the Vendors, in respect of the said Premises (the payment and receipt whereof the Vendors do

and each of them doth hereby admit and acknowledge and of and from the same and every part thereof and hereby acquit, release and discharge the Purchasers forever), **THEY** the Vendors do and each of them doth hereby sell, convey, transfer, assign and assure unto and in favour of the Purchasers, clear, marketable and free from all encumbrances, (a) the said Flat being flat bearing No. 3502 admeasuring 3,546 square feet (carpet area) and additional area admeasuring 1,569 square feet carpet area aggregating to 5,115 square feet carpet area, on the 35th floor of Tower 'B' of the building known as "Three Sixty West" and (b) the said Car Parking Spaces being three (3) car parking spaces bearing nos. 11, 60 and 61 situated on the 10th parking level of Tower B of the building known as "Three Sixty West" and (c) all the rights, title, interest, benefits, advantages, etc. and membership of the Vendors in the Society and/or Condominium which shall be formed in due course including the right to receive the share certificate, **TOGETHER WITH** all the rights, title, interest, benefits, advantages, etc. in respect thereof, attached thereto and accruing from the ownership thereof, including the right to our use, occupy, enjoy and possess the said Flat and the said Car Parking Spaces, and also together with the amounts standing to the Vendors' credit on this day in the books of Society (all of which are collectively referred to as the "**said Premises**").

2. The Purchasers have paid the entire Consideration of Rs.50,40,00,000/- (Rupees Fifty Crores Forty Lakhs Only) to the Vendors, in the following manner:

(a) Rs.54,00,000/- (Rupees Fifty Four Lakhs Only), being part consideration paid by the First Purchaser to the Vendors on _____ through, RTGS /UTR No. _____/ Demand Draft bearing no. _____ dated _____ issued through _____ bank, (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);

- (b) Rs.54,00,000/- (Rupees Fifty Four Lakhs Only), being part consideration paid by the Second Purchaser to the Vendors on _____ through, RTGS /UTR No. _____/ Demand Draft bearing no. _____ dated _____ issued through _____ bank, (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);
- (c) Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only), being further part consideration paid by the First Purchaser to the Vendors on _____ through, RTGS /UTR No. _____/ Demand Draft bearing no. _____ dated _____ issued through _____ bank, (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);
- (d) Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only), being part consideration paid by the Second Purchaser to the Vendors on _____ through, RTGS /UTR No. _____/ Demand Draft bearing no. _____ dated _____ issued through _____ bank, (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge)
- (e) Rs. _____/- (Rupees _____ Only) being further part consideration paid by the First Purchasers to the Vendors on execution hereof (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);
- (f) Rs. _____/- (Rupees _____ Only) being further part consideration paid by the Second Purchasers to the Vendors on execution hereof (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge);
- (g) Rs. _____ /- (Rupees _____ Only) being the balance consideration on the execution hereof paid by _____ Bank, _____

being the Lender of the Purchasers, on behalf of the Purchasers, to the Vendors, through Demand Draft/Bankers Draft bearing no. [REDACTED] dated [REDACTED], (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge); and

- (a) Rs. [REDACTED]/- (Rupees [REDACTED] Only), being tax deducted at source under the provisions of the Income Tax Act, 1961.
3. The Consideration is an all-inclusive price and save and except the Consideration of Rs.50,40,00,000/- (Rupees Fifty Crores Forty Lakhs Only), the Purchasers are not liable and/or obligated to pay any other and/or further amounts to the Vendors and/or to any other person whatsoever.
4. The Vendors do and each of them doth hereby declares, confirms, represents and warrants to the Purchasers as follows:
- (a) all and whatsoever that is stated in the recitals is true and correct;
 - (b) no society or condominium is formed yet and no share certificate has not been issued to the Vendors;
 - (c) the Vendors are the owners and are seized and possessed of and well and sufficiently entitled to the said Premises and every part thereof;
 - (d) the Vendors are entitled to sell and transfer the said Premises to any person or persons as they deem fit, including to the Purchasers;
 - (e) there are no restrictions, impediments, etc. for sale, assignment, assurance, conveyance, transfer, etc. of the said Premises and the same is capable of being sold, assigned, transferred freely in the open market at such price and to such person and on such terms and conditions as may be deemed fit by the Vendors;

- (f) the said Premises is not a subject matter of any litigation, proceedings, actions, notices and/or disputes, and are not affected by any notice or order of requisition, acquisition or injunction or attachment either before or after judgment;
- (g) the Vendors and/or any of them have not committed any breach of any of the bye-laws, rules and regulations and/or any other authority and/or any law till date and they have paid all outgoing dues, rates, taxes, cesses, etc. due and payable by them in respect of the said Premises to the Developer and all other public bodies and authorities;
- (h) the Vendors have paid all taxes, including income tax, etc. rates, maintenance, maintenance cess, outgoings, cess, etc., in respect of the said Premises, and there are no dues pending in respect thereof;
- (i) there are no tenancies, leases, mortgages, liens, charges, rights or any other encumbrances or impediments or any kind of third party rights, on the said Premises or any part thereof and no other person or party has any right, title, interests, claim and/or demand of any nature whatsoever in respect of the said Premises and the Vendors' title to the said Premises is clear, marketable and free from all encumbrances;
- (j) the Vendors are solely and exclusively in use, occupation and possession of the said Flat and the said Car Parking Spaces and every part thereof;
- (k) the Vendors have not given or agreed to give, any personal guarantee or stood as surety or agreed to stand as surety;
- (l) no notice/notices is/are issued for requisition and/or acquisition of the said Premises or any part thereof and the Vendors are in a position to sell, assign, convey, assure and transfer the said Premises to the Purchasers;

- (m) neither have the Vendors nor has any person on their behalf sold, gifted, mortgaged, licensed, transferred, assured, assigned, conveyed and/or otherwise dealt with and/or disposed off AND/OR agreed to sell, gift, mortgage, license, transfer, assure, assign, convey and/or otherwise agreed to deal with and/or dispose off the said Premises or any part thereof in favour of any person whatsoever;
- (n) there are no prohibitory or any attachment orders or otherwise any liabilities in respect of the said Premises or any part thereof;
- (o) there are no Estate Duty, Wealth Tax, Sales Tax, Income Tax or other taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities or pending whereby the rights of the Vendors to deal with the said Premises are in any way affected;
- (p) save and except the Vendors, no other person has any right, title, interest, claim and/or demand of any nature whatsoever in respect of the said Premises. The Vendors have not parted with possession of the said Premises or inducted any person into the said Flat and/or the said Car Parking Spaces and/or any part thereof;
- (q) there are no family members, heirs, relatives, minors and/or other persons interested in the said Premises, including by way of will or otherwise;
- (r) there are no easementary rights created under any document or by any covenant or by prescription in respect of the said Premises or any part thereof;
- (s) there are no other permissions, exemptions, extensions, no objections, required for sale and/or transfer of the said Premises and the Vendors'

right, title and interest in the Premises to the Purchasers. In the event any other permissions, exemptions, extensions, no objections, etc. are required for the purpose of completing the sale and transfer of the said Premises by the Vendors to the Purchasers, then the Vendors shall at their own cost obtain and provide the of the same to the Purchasers;

- (t) the Vendors have not done, executed or caused to be done and/or executed, and shall not do, execute, or cause to be done and/or executed, any act, deed, matter or thing which is contrary to any of the terms, conditions, covenants and undertakings contained herein;
 - (u) there is no dispute with respect to the area of the said Flat and/or the said Car Parking Space and/or any of them;
 - (v) the title of the Vendors to the said Premises is clear, marketable and free from all encumbrances; and
 - (w) the Vendors and/or any of them shall not either directly or indirectly, do or execute and/or cause to be done and/or executed any act, deed, matter or thing etc. whereby any of the right, title, interest, etc. of the Purchasers may get prejudiced and/or jeopardised.
5. Relying upon the covenants, representations, declarations, confirmations etc. made by the Vendors, the Purchasers has purchased and acquired from the Vendors, the said Premises.
6. The Vendors do and each of them doth hereby agrees and covenants with the Purchasers as follows:
- (a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Vendors and/or by any person or persons lawfully or equitably claiming, by, from, through, under or in trust for the Vendors made, done, committed, omitted or willingly suffered to the contrary, **THEY**

the Vendors have in themselves good right, full power and absolute authority to transfer, convey and assure the said Premises and all the rights, share, interest, title, etc. unto and to the use and benefit of the Purchasers in manner aforesaid;

- (b) **AND** that the Purchasers shall and may at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said Premises and receive the rents, issues and profits, thereof and every part thereof without any suit, eviction, interruption, claim or demand whatsoever from the Vendors or any other person or persons lawfully or equitably claiming or to claim by from under them;
- (c) **AND** that the Vendors have not at any time heretofore done or omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby the Vendors have been prevented from selling, transferring, conveying, etc. the said Premises or whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate title or otherwise howsoever;
- (d) **AND** that the said Premises is free and clear and the Purchasers shall be freely clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendors and also well and sufficiently saved defended and kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had, made executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming through them;
- (e) **AND** that the Vendors hereby indemnify and keeps the Purchasers indemnified of, from and against any loss, damage, demand, action, dispute, claim, cost, charges and expenses of any nature suffered or sustained by the Purchasers due to any act of their representations and

warranties as recorded herein being found incorrect and/or due to breach of any of the covenants / assurances given by the Vendors and/or due to any claim made or which may hereafter be made in respect of the said Premises or any part thereof;

- (f) **AND** further that the Vendors and all persons lawfully or equitably claiming any estate or interest whatsoever in respect of the said Premises, by, from, under or in trust for the Vendor, shall and will execute or cause to be done and executed all such further and other acts, deeds, things conveyances and assurances in law whatsoever for the better and perfectly assuring the said Premises unto and to the use of the Purchasers in manner aforesaid as by the Purchasers or their counsels in law shall be required.

7. Simultaneously with execution hereof, the Vendors shall:

- (a) sign and execute all forms, deeds, documents, letters, writings, etc. for transfer of the said Premises unto and in favour of the Purchasers, and hand over the same to the Purchasers;
- (b) execute and register one or more irrevocable powers of attorney in favour of the Purchasers;
- (c) handover all the originals title deeds and documents in respect of the said Premises, including the title deeds and documents set out in the **Second Schedule** hereunder written, to the Purchasers; and
- (d) hand over the quiet, vacant and peaceful possession of the said Premises, to the Purchasers.

8. On and from the execution hereof:

- (a) the Purchasers shall be **the owners** of the said Premises, and shall have all the rights, title, interest, etc. in respect thereof; and

- (b) the Purchasers shall have all the right, and shall be entitled to: (i) get the said Premises transferred in their favour in the records of the Developer and/or the Society or Condominium (as and when formed) and other authorities; (ii) participate in the meetings of the ; (iii) sell, transfer and/or deal with and/or dispose off the said Premises, in such manner as they deems fit; and (iv) do and execute, and/or cause to be done and executed, all the acts, deeds, matters, things, etc. for the purpose of transferring the said Premises in favour of the Purchasers in the records of the Developer and/or the Society and/or Condominium (as and when formed) and other authorities.
9. The Vendors hereby agree and acknowledge that they do not have any right, title, interest and /or claim, etc. of whatsoever nature in respect of the said Premises or any part thereof and/or against the Purchasers and they shall not make any claim and/or claim any right, title and/or interest in respect of the said Premises or any part thereof and/or against the Purchasers.
10. The Vendors shall be liable and responsible for and shall pay their debts and liabilities including Income Tax, Wealth Tax, Capital Gains Tax, and all other taxes, dues and liabilities, and shall indemnify the Purchasers from any and all liabilities, claims and demands made on the other on account of non-payment thereof.
11. The Vendors shall forthwith, whenever called upon by the Purchasers, attend the office of the Sub-Registrar of Assurances and admit the execution hereof and complete all formalities for registration of these terms.
12. It is expressly agreed that all the amounts standing to the credit of the Vendors including refundable and/or non-refundable deposits, shall belong to the Purchasers and the Vendors shall cause to be executed necessary documents, writings, etc. for effectual transfer of the said amounts/deposits in the name of

the Purchasers and the Vendors shall have no objection to the same and shall not require the Purchasers to reimburse the same to the Vendors.

13. The transfer charges payable to the Developer, shall be borne and paid by the Vendors and the Purchasers, equally. **(ICL NOTE: Client to confirm)**
14. The stamp duty and registration charges on this Deed shall be borne and paid by Purchasers. However, the stamp duty and registration charges on any earlier documents and/or earlier transactions shall be borne and paid by the Vendors, and the Purchaser shall not be liable and/or responsible for the same.
15. The Parties herein shall bear and pay their respective Advocates & Solicitors' fees and cost in respect of this Deed and the documents to be executed between them pursuant to this Deed.

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

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the said Flat and the said Car Parking Spaces)

Flat bearing No. 3502 admeasuring 3,546 square feet (carpet area) and additional area admeasuring 1,569 square feet carpet area aggregating to 5,115 square feet carpet area, on the 35th floor of Tower 'B' of the building known as "Three Sixty West" constructed on a portion of land bearing Cadastral Survey No.286 (part) of Lower Parel Division and Final Plot No, 1078 of Town Planning Scheme – IV of Mahim Division in the Registration District and Sub – District of Mumbai, situated at Annie Beasant Road and Sadanand Hasu Tandel Marg, G/ South Ward, Worli, Mumbai – 400 025.

AND

Three (3) car parking spaces bearing nos. 11, 60 and 61 situated on the 10th parking level of Tower B of the building known as "Three Sixty West".

THE SECOND SCHEDULE REFERRED TO ABOVE

1. _____;

2. _____,

3. Original No-objection Certificate dated _____ issued by _____.

4. Original Certificate under Section 281 of the Income Tax Act, 1961.

5. Latest Electricity Bills.

6. Latest Mahanagar Gas Bills.

7. Latest Maintenance Receipts issued by the _____.

Signed and Delivered)

by the within named "Vendors")

(1) **Mr. Robin Patel**)

Full Signature	Left Thumb Impression	Passport size photo

(2) **Mrs. Tania Patel**)

Full Signature	Left Thumb Impression	Passport size photo

In the presence of:

- 1.
- 2.

Signed and Delivered

by the within named "**Purchasers**"

(1) **Mrs. Paulomi Doshi**

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Full Signature	Left Thumb Impression	Passport size photo

(2) **Mr. Saumik Doshi**

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Full Signature	Left Thumb Impression	Passport size photo

In the presence of:

- 1.
- 2.

DRAFT FOR DISCUSSION

RECEIPT

RECEIVED from the Purchasers, a sum of Rs.50,40,00,000/- (Rupees Fifty Crores Forty Lakhs Only) being the entire Consideration paid by the Purchasers to us as within mentioned, in the following manner:

Sr. No.	Amount	Mode of payment
1.	Rs.54,00,000/- (Rupees Fifty Four Lakhs Only)	By the First Purchaser to the Vendor through RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.
2.	Rs.54,00,000/- (Rupees Fifty Four Lakhs Only)	By the Second Purchaser to the Vendor through RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.
3.	Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only)	By the First Purchaser to the Vendor through RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.
4.	Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs Only)	By the Second Purchaser to the Vendor through RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.
5.	Rs. _____/- (Rupees _____ Only)	RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.

6.	Rs. _____/- (Rupees _____ Only)	RTGS/NEFT/Cheque/DD bearing UTR/no. _____ drawn on _____ Bank _____ Branch, dated _____.
7.	Rs. _____/- (Rupees _____ Only)	Demand Draft/Bankers Draft bearing no. _____ dated _____ by _____, being the Lender of the Purchasers.
8.	Rs. _____/- (Rupees _____ Only)	Tax deducted at source.

We say received

(1) **Robin Patel**

(2) **Tania Patel**
(Vendors)