

DEED OF SALE

THIS DEED OF SALE is made and entered into at **Mumbai** on this **4th** day of **March**, in the Christian Year **Two Thousand and Twenty-Five (2025)**;

BY AND BETWEEN

1. **AVA MURPHY**, D/o **LATE SHIRIN SORAB VAID**, aged 71 years, an Parsi Zoroastrian, permanently residing at 12 Rock Creek Woods Dr, Lambertville, NJ 08530, presently residing in Mumbai at 401, Dhanshila Bldg, 4th Floor, 14th A Road,, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052 and having her Pan No. **AOPPM2057N** and USA Passport No. **564101188 &**
2. **ZERINA PAI**, D/o **LATE SHIRIN SORAB VAID**, aged 69 years, an Parsi Zoroastrian, permanently residing at 1109 - 1300 Mississauga Valley Boulevard, Mississauga, Ontario - L5A 3S8, Canada and having her Pan No. **AQCPP3774A** and Canadian Passport No. **AT881335** represented through her POA Holder Ava Murphy

hereinafter referred to as the **“TRANSFERORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

RITA SUSHIL CHOKSEY, aged about **63** years, an Hindu, Indian Inhabitant of Mumbai, residing at 11 Dhanshila, 14th A Road, Near R G Stone Hospital, Khar West, Mumbai - 400052, having her Pan: **AAGPC1102M** and Aadhar No. **5122 8963 4424**, hereinafter called as the **“TRANSFEEE”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heir, legal representative, executor, administrator and assign) of the **OTHER PART**.

- i. This Sale Deed may hereinafter be called and referred to as said **“Deed”**.
- ii. All the capitalised terms, unless otherwise defined herein, shall mean and have same meaning as assigned to them in the Deed.
- iii. In this Deed (a) the **TRANSFERORS** and the **TRANSFEEE** are collectively referred as **“Parties”**; and (b) the singular word **“Party”** shall be construed accordingly.
- iv. This Deed shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.

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WHEREAS:

- A) By and under an Articles of Agreement dated 12th September 2002 executed between **M/s. Mehta Jaising Developers** (therein referred to as the **"THE DEVELOPERS"**) of the **First Part** and **Dhirajlal & Jaising Constructions Company Private Limited** (therein referred to as **"THE CONFIRMING PARTY"**) and (1) **Smt. Shirin Sorab Vaid**, (2) **Shri. Sorab Mancherji Vaid**, (3) **Miss Ava Sorab Vaid**, and (4) **Miss. Zerina Jagdish Pai**, of the **Second Part** (therein referred to as **"THE PURCHASERS"**) (hereinafter referred to as the **"said First Agreement"**), the developers sold unto and in favour of the Purchasers thereto, the residential premises being **Flat No. 401**, admeasuring about **1300 Sq. Ft.** (carpet area) attached thereto on the **Fourth Floor** (therein and hereinafter referred to as the **"said Unit"**) in the building known as **"Dhanshila Bldg"** therein and hereinafter referred to as the **"said Building"**) belonging to **"Shree Dhanshila Co-operative Housing Society Ltd"** lying being and situated at **14th A Road,, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052** (therein and hereinafter referred to as the **"said Complex"**), on the Plot of land bearing CTS No. **E/225-A** of Division - **Bandra West Taluka - Andheri** being assessed to rates and taxes by **"H (West)"** Ward bearing assessment No. **HW1106130010013** in the Registration District and Sub-District of Mumbai Suburban for such consideration and on the terms and conditions as more particularly mentioned therein. The said Unit, the said Building, and the said Complex are hereinafter collectively referred to as the **"said Flat"** and more particularly described in the SCHEDULE hereunder written. The said First Agreement in respect of the said Flat is registered with the Office of the Sub Registrar of Assurances at **Andheri 1 (Bandra)** under Serial No. **BDR1-6638-2002** dated **12-12-2002**. The copy of the **Index-II** of the said First Agreement is annexed hereto and marked as **Annexure [A]**.
- B) In the year **2015**, all the purchasers of flats in the said Building formed a Co-operative Housing Society named **"Shree Dhanshila Co-operative Housing Society Ltd."**, bearing registration No. **MUM/ WHW / HSG /TC/ 15913 / 2015-16** under the provisions of Maharashtra Co-operative Societies Act,1960 by a Certificate dated **09-04-2015** (hereinafter referred to as the **"Society"**). The said Society has issued in favour of the Purchasers under the said First Agreement, **10 (Ten)** shares of face value of **Rs. 50/- (Rupees Fifty only)** each, of the aggregate value of **Rs. 500/-**

Transferors	Transferee:
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(Rupees Five Hundred only) bearing distinctive nos. 121 to 130 (both inclusive) bearing Original Share Certificate No. 13. However, on account of the said Original Share Certificate being misplaced, the said PURCHASERS under the said First Agreement applied to the said society for issuance of a Duplicate. The said society acceded to the request of the said PURCHASERS and issued a Duplicate Share Certificate No. 22 and Member Register No. 22 dated 9th February 2016 in lieu of Original Share Certificate No. 13 (hereinafter referred to as the "**said Shares**") and admitted the holders of the said Shares as Member/s in respect of the said Flat.

- C) **Mr. Sorab Mancherji Vaid** died intestate on **12-02-2004** at Mumbai leaving behind his wife Shirin Sorab Vaid and Ava Sorab Vaid and Zerina Jagdish Pai, as his only legal heirs and next of kin according to the Indian Succession Act, 1925. Thereby the said Shirin Sorab Vaid and Ava Sorab Vaid and Zerina Jagdish Pai, inherited the share of said deceased in the said Flat and were entitled to 1/3rd equal share in the said Flat.
- D) Thereafter, the said Late Shirin Sorab Vaid (hereinafter referred to as the "**said Deceased**"), passed away on **18th March 2024** leaving behind her last Will and Testament dated **20th February 2014** (hereinafter referred to as the "**Will**") and her two married daughters, Ava Murphy and Zarina Pai, as her husband i. e Late Sorab Mancherji Vaid, predeceased the deceased.
- E) Under the said WILL, Mahesh Mohan Advani was appointed as one of the executors. The said Mahesh Advani, being one of the executor under the Will, applied for Probate to be granted in respect of the premises and the credits of the Deceased and filed Testamentary Petition being No. 4476 of 2024 in the High Court at Bombay under its Testamentary and Intestate Jurisdiction.
- F) Pursuant to the above, the High Court at Bombay has granted Probate dated 25th November 2024 to the property and credits of the Deceased in favour of the Mahesh Mohan Advani to administer the estate of the Deceased. A copy of the Probate dated 25th November 2024 is annexed hereto as **Annexure [B]**.

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- G) Under an Formal Deed of Transfer dated **28-01-2025** executed by **Mahesh Mohan Advani** (therein referred to as "Transferor") of the One part and (1) **AVA MURPHY** and (2) **ZERINA PAI** (therein referred to as the "TRANSFEREES") of the Other Part (hereinafter referred to as the "**said Second Agreement**"), the Transferor thereto granted, transferred and assigned the 33.33% undivided right, title and interest in respect of the Said Flat and Shares held by the deceased in said Flat unto and in favour of the TRANSFEREES thereto with a view thereby to make the TRANSFEREES, as the joint Owners in the equal ratio of 50% each in the said Flat and on the terms and conditions as more particularly mentioned therein. The said Second Agreement is registered with the Office of the Sub Registrar of Assurances at **Andheri - 3** under Serial No. **BDR-9/1498/ 20259** dated **28-01-2025**. The copy of the Index-II of the said Second Agreement is annexed hereto and marked as Annexure **[C]**.
- H) By virtue of the said Formal Deed of Transfer dated **28-01-2025**, **TRANSFERORS** have acquired equal ownership rights in the said Flat and have further by virtue of Membership of the Said Society, the **TRANSFERORS** have become joint title holder for the said Flat. The copy of the Share Certificate in respect of the said Shares is annexed hereto and marked as Annexure **[D]**.
- I) The said Flat and the said Shares issued by the said Society to the Member/s in respect of the said Flat are hereinafter collectively referred to as the "**Premises**" and is more particularly described in the SCHEDULE hereunder written.
- J) In the circumstance above, the **TRANSFERORS** herein are jointly seized and possessed of or otherwise well and sufficiently entitled to said Premises and are further entitled to sell, transfer, convey and assign all their jointly right, title and beneficial interest in the said Premises in favour of the TRANSFEREE.
- K) The said Building was constructed in the year 2002. The said Building has ground plus 7 upper floors. The said Premises is located on 4th floor in said building. The said Building has 2 lift.

Transferors	Transferee:
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- L) The TRANSFEREE has inspected the said Premises and the TRANSFEREE has inspected the Title documents and also got the same independently verified and after satisfying themselves, have approached the TRANSFERORS and accordingly TRANSFEREE is desirous of purchasing the said Premises and all TRANSFERORS right, title and interest in the said Premises, in favour of the TRANSFEREE.
- M) The TRANSFERORS have, by virtue of this deed, sold and transferred and assigned to the TRANSFEREE and the TRANSFEREE has purchased and acquired from the TRANSFERORS, their jointly held share, right, title and interest in the said Premises including their jointly held right, title and interest unto, out of, and upon the said Premises free from all encumbrances, at or for a lump sum consideration of **Rs.4,50,00,000/- (Rupees Four Crores Fifty Lakhs only)** upon the terms and conditions hereinafter mentioned.
- N) The TRANSFERORS have represented to the TRANSFEREE that they both are non-resident citizen as per the provisions of the Income Tax Act, 1961 and therefore the consideration amount hereunder payable to the TRANSFERORS by the TRANSFEREE is subject to deduction of tax at source @ 14.95% (TDS) applicable rate on the total consideration under the provisions of Section 194-IA of the Income Tax Act, 1961 and such deducted amount to be paid to the concerned authorities of the Central Government. Accordingly, the TRANSFEREE shall deduct a total sum of **Rs.67,27,500/- (Rupees Sixty - Seven Lakhs Twenty - Seven Thousand Five Hundred Only)** out of the total consideration payable to the TRANSFERORS towards the TDS @ 14.95% applicable rate.
- O) The TRANSFERORS herein with the consent of the TRANSFEREE has given an intimation for sale to the said Society in the forms prescribed in the new model bye-laws of C. H. S. (appendix 20/1, & 20/2) as required under rule 24 (i) (b) of the Maharashtra Co-operative Societies Rules 1961 in respect of the said Premises to and in the favour of the TRANSFEREE herein and the Society has issued its No objection Certificate dated **1st March 2025** for sale and transfer of the Premises. **The original No Objection Certificate granted by the said Society is annexed hereto and marked as Annexure [E].**

Transferors	Transferee:
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P) The Parties are hereto now desirous to record the aforesaid agreement arrived between them as under.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

- 1) The Parties hereby declare, acknowledge and confirm that the recitals of this Deed shall constitute an integral and operative part of this Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

- 2) The TRANSFERORS have hereby sold, transferred, conveyed and assigned all their jointly right, title and interest in the said the Premises being Shares being 10 (Ten) shares of face value of Rs. 50/- (Rupees Fifty only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred only) bearing distinctive nos. 121 to 130 (both inclusive) bearing Duplicate Share Certificate No. 22 and Member Register No. 22 dated 9th February 2016 issued in lieu of Original Share Certificate No. 13 issued by the “**Shree Dhanshila Co-operative Housing Society Ltd**” in respect of the membership of the said residential **Flat No. 401** alongwith all furniture and fixtures, admeasuring about admeasuring about **1300 Sq. Ft.** (carpet area) attached thereto on the **Fourth Floor** (therein and hereinafter referred to as the "said Unit") in the building known as “**Dhanshila Bldg**” therein and hereinafter referred to as the "said Building") belonging to “**Shree Dhanshila Co-operative Housing Society Ltd**” lying being and situated at **14th A Road,, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052** (therein and hereinafter referred to as the "said Complex"), on the Plot of land bearing CTS No. **E/225-A** of Division - **Bandra West** Taluka - **Andheri** being assessed to rates and taxes by “**H (West)**” Ward bearing assessment No. **HW1106130010013** in the Registration District and Sub-District of Mumbai Suburban together with all their rights, title interest and benefits acquired by the TRANSFERORS including benefits of the deposit money, sinking fund and other amounts standing to the credit of the accounts of the TRANSFERORS, free from encumbrances and as incidental thereto all and singular the beneficial right, title, interest and property of the TRANSFERORS as registered member of the Society including the allotment and ownership of the said flat and as also all the direct and indirect benefits attached to the said Premises including the said Flat

Transferors	Transferee:
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and the said shares unto the TRANSFEREE at and for the lump sum of price of Rs.4,50,00,000/- (Rupees Four Crores Fifty Lakhs only) **TOGETHER WITH** the right to use the common terrace, passage areas, elevators, staircases, compounds, drains, lights, liberties and members and appurtenances whatsoever to the said Premises including the said Flat or any party thereof belonging or anywise appertaining to or with the same or every part thereof now or at any time hereinbefore usually held, used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto and **ALSO TOGETHER WITH ALL** other deeds, documents, writings, vouchers and other evidences of title exclusively relating to the said Premises or any part thereof **AND ALL** the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the TRANSFERORS into, out of or upon the said Premises hereby transferred and assigned or intended or expressed so to be with its and every of its rights, members and appurtenances **UNTO AND TO THE USE** and benefit of the TRANSFEREE forever **SUBJECT TO** the payment of all proportionate rents, rates, taxes, assessment, dues and duties now chargeable upon the same or which may hereinafter become payable to the said Society or the Government of Maharashtra or to the Municipal Authorities or to any other public body in respect thereof by the TRANSFEREE herein **AND** the TRANSFERORS do hereby for themselves and their respective heirs, executors and administrators covenant with the TRANSFEREE that notwithstanding any act, deed, matter or thing whatsoever by them, claiming by, from, through, under or in trust for them, made, done any act, deed or thing whereby the same or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever **AND** the TRANSFERORS now have in themselves good, right, full power and absolute authority to grant, assure or assign the said Premises unto and to the use of the TRANSFEREE in the manner Aforesaid **AND THAT** it shall be lawful for the TRANSFEREE from time to time and at all times peacefully and quietly to hold, enter upon, have, occupy, possess and enjoy the said Premises and to receive the rents, issues and profits thereof and every part thereof to and for her own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the TRANSFERORS or their respective heirs, executors and administrators or any of them or from or by any other person or persons lawfully or equitably claiming or to claim

Transferors	Transferee:
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by, from, under or in trust for them, the TRANSFERORS **AND THAT** free and clear and freely and clearly and absolutely, acquitted, exonerated, released and forever discharged or otherwise by the TRANSFERORS well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, rights, title, interest, claim, charges and encumbrances whatsoever either already or to hereafter made, done, executed, occasioned or suffered by the TRANSFERORS or by any other person or persons lawfully or equitably claiming by, from, under or in trust for them **AND FURTHER** that the TRANSFERORS and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said Premises or any part thereof by, from, under or in trust for the TRANSFERORS or their respective heirs, executors and administrators or any of them shall and will from time to time and at all times hereafter at the request and cost of the TRANSFEREE do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things and assurances in law whatsoever for the better and more perfectly and granting and assuring the said Premises hereby granted unto and to the use of the TRANSFEREE in the manner as aforesaid and as may be reasonably required by TRANSFEREE or her counsel in law. The said Flat and the said Shares issued by the said Society to the Member/s in respect of the said Flat are hereinafter collectively referred to as the "**Premises**" and is more particularly described in the SCHEDULE hereunder written.

- 3) The TRANSFEREE herein have purchased, possessed and acquired the said Premises including the said Flat of the TRANSFERORS and all their jointly held right, title and interest together with electric connection, fixtures and fittings, share of corpus fund, sinking fund, deposit/s for household utilities and any other benefits attached to the said Premises including the said Flat and/or the said Membership of the said Society for the lump sum monetary consideration of **Rs.4,50,00,000/- (Rupees Four Crores Fifty Lakhs only)** hereinafter called and referred to as the "**Consideration**", which shall be inclusive of GST and other applicable Taxes and inclusive of all the deposits and sinking fund etc. lying and being at the credit of the TRANSFERORS in the books of the said Society and BEST/Electricity Supplying Company as on the date of execution of the Deed in favour of the TRANSFEREE.

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4) A sum of **Rs.4,50,00,000/- (Rupees Four Crores Fifty Lakhs only)** (hereinafter “**Consideration Amount**”) have been paid towards purchase of the Premises in the following manner:

- i) **Rs.22,61,250/- (Rupees Twenty - Two Lakhs Sixty - One Thousand Two Hundred and Fifty only)** is paid to TRANSFEROR No. 1 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on **4th March 2025** from **Standard Chartered Bank, BKC** branch, on or before the execution of hereof (*receipt whereof the TRANSFEROR No. 1 do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the TRANSFEREE*);

- ii) **Rs.22,61,250/- (Rupees Twenty - Two Lakhs Sixty - One Thousand Two Hundred and Fifty only)** is paid to TRANSFEROR No. 2 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on **4th March 2025** from **Standard Chartered Bank, BKC** branch, on or before the execution of hereof (*receipt whereof the TRANSFEROR No. 2 do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the TRANSFEREE*);

- iii) **Rs.1,68,75,000/- (Rupees One Crore Sixty - Eight Lakhs Seventy - Five Thousand only)** is paid to TRANSFEROR No. 1 vide Demand Draft No. _____ on **4th March 2025** from **Central Bank of India, Nariman Point** branch, on or before the execution of hereof (*receipt whereof the TRANSFEROR No. 1 do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the TRANSFEREE*);

- iv) **Rs.1,68,75,000/- (Rupees One Crore Sixty - Eight Lakhs Seventy - Five Thousand only)** is paid to TRANSFEROR No. 2 vide Demand Draft No. _____ on **4th March 2025** from **Central Bank of India, Nariman Point** branch, on or before the execution of hereof (*receipt whereof the TRANSFEROR No. 2 do hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the TRANSFEREE*);

Transferors	Transferee:
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- v) The TRANSFEREE has deducted a sum of **Rs.33,63,750/- (Rupees Thirty - Three Lakhs Sixty - Three Thousand Seven Hundred Fifty Only)**, as 14.95% (Fourteen and Ninety-Five percent) TDS which will be paid by the TRANSFEREE directly to the Income Tax Department as TDS under section 194-IA of the Income Tax Act 1961 and will form a part of consideration payable to the TRANSFEROR No. 1.
- vi) The TRANSFEREE has deducted a sum of **Rs.33,63,750/- (Rupees Thirty - Three Lakhs Sixty - Three Thousand Seven Hundred Fifty Only)**, as 14.95% (Fourteen and Ninety-Five percent) TDS which will be paid by the TRANSFEREE directly to the Income Tax Department as TDS under section 194-IA of the Income Tax Act 1961 and will form a part of consideration payable to the TRANSFEROR No. 2.
- 5) The TRANSFERORS have already handed over quiet, vacant and peaceful possession of the said Premises i. e the said Flat and the said Shares to the TRANSFEREE, along with all the original documents and set of keys.
- 6) All costs, charges and expenses for obtaining permission for transfer of the said Premises from the name of the TRANSFERORS to the name of the TRANSFEREE in the Society including transfer fee, society transfer charges shall be borne and paid by the TRANSFEREE solely.
- 7) It is agreed that at any time hereafter if any claims are made or received, and/or any proceedings is filed against or in respect of the Premises and/or any part thereof, the TRANSFERORS shall at their own cost, charges and expenses and risk remove, clear and settle such claims and/or proceedings.
- 8) The TRANSFERORS doth hereby declare, confirm, represent and warrant to the TRANSFEREE as follows and relying upon the following declarations, confirmations and representations of the TRANSFERORS, the TRANSFEREE has agreed to purchase and acquire the Premises.
- a) All and whatsoever that is stated in the recital is true and correct.

Transferors	Transferee:
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- b) The TRANSFERORS are the rightful member of the said Society and the membership is valid till date and subsisting.
- c) That the said Flat hereby transferred, conveyed and sold and more particularly described in the schedule written hereunder will be held and enjoyed hereinafter by the TRANSFEREE without any interruption or disturbance by the TRANSFERORS or any other person or persons claiming through or under them and without any law full disturbance or interruption by any other person or persons whomsoever.
- d) The TRANSFERORS have absolute and exclusive right, title and interest in the said Shares and said Flat and they are jointly seized and possessed of and/or otherwise well and sufficiently entitled to the Flat and all rights, title, interest, benefit including possession rights therein.
- e) The TRANSFERORS are competent, capable and are in position to observe, perform and/or comply with all the terms, conditions, covenants, and undertakings as contained in this Deed or otherwise within the stipulated time;
- f) The TRANSFERORS are not prohibited from observing, performing and/or complying with all or any of the terms, conditions, covenants, undertakings as contained in this Deed or otherwise;
- g) The TRANSFERORS are entitled to transfer and assign the Premises to any person or persons as they deem fit including to the TRANSFEREE.
- h) The TRANSFERORS have not sold, transferred, alienated, or created any third-party rights or interest of any nature whatsoever in respect of the said Shares and said Flat nor have they entered into any agreement or arrangement to do so with any person/s.
- i) That the Premises is not a subject matter of any litigation, legal proceedings or disputes and is not affected by any notice or order

Transferors	Transferee:
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of requisition, acquisition or injunction or attachment either before or after judgment.

- j) The TRANSFERORS have not committed any breach of the terms of the bye-laws, rules and regulations of the Society or any statutory enactment till date and have paid all outgoing dues, rates taxes, cesses etc. due and payable in respect of the Premises to the Society and all other public bodies and authorities.
- k) That the TRANSFERORS have in themselves good right, full power and absolute authority to grant, convey, transfer and assure the Premises unto and in favour of the TRANSFEREE.
- l) The TRANSFERORS are in absolute, exclusive, peaceful and lawful physical possession of the Premises;
- m) No notice is received either from local authorities or from the Government or any other authority for requisition and/or acquisition of the Premises or any part thereof by the TRANSFERORS or any person on their behalf and the TRANSFERORS are in a position to sell, assign or transfer the Premises and every part thereof to the TRANSFEREE.
- n) There are no prohibitory or any attachment orders or otherwise any liabilities in respect of the Premises or any part thereof.
- o) There are no 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 TRANSFERORS to deal with the Premises are any way affected.
- p) No other person or party has or have claimed or are entitled to claim any share, right, title, interest benefits, claim or demand of any nature whatsoever in or upon the said Flat / Premises by way of sale, mortgage, exchange, lease, tendency, sub tendency, inheritance, gift, maintenance, possession, partnership, agreement or otherwise howsoever.

Transferors	Transferee:
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- q) There are no mortgage, lien, charge, right or any other encumbrance or impediment on the Premises or any part thereof.
 - r) The TRANSFERORS have paid all the rent, taxes, maintenance charges and other charges in respect of the said Flat upto date and now nothing is payable by in respect of the Premises and TRANSFEREE shall not be liable in any manner whatsoever.
 - s) The title of the TRANSFERORS to the Premises is clear, marketable and free from all encumbrances.
- 9) The TRANSFERORS have paid and/or shall pay all the outgoings, rates, taxes (including property tax), maintenance charges, electric bills, outgoings etc. in respect of the said Premises till date of Execution of this Deed and thereafter TRANSFEREE shall be liable to pay the same.
- 10) It is agreed declared and clarified that the TRANSFEREE shall and will be entitled to all times, on payment of the entire consideration mentioned hereinabove, peacefully and quietly use enjoy, occupy and possess the Premises without any interruption, obstruction, claim or demand whatsoever from the TRANSFERORS or any person or persons lawfully or equitably claiming by, from, under or in trust for the TRANSFERORS.
- 11) The TRANSFERORS shall, if required, at the cost of the TRANSFEREE, execute necessary letter of consent for transferring electricity meter and gas connection and/or shall sign necessary forms for effectively transferring in favor of the TRANSFEREE the electric meter and /or and gas connection connected to the Premises and for the transfer of the electric meter and gas connection Deposit, if any.
- 12) The TRANSFERORS hereby agrees, undertakes and covenant to assist the TRANSFEREE, if required, to procure consent, permission and No-Objections as may be required from all the authorities including the Society, necessary for completion of this transaction and for the purpose of bringing the name of the Purchaser on record of the Society/ concerned authority/service providers and for that purpose sign and execute transfer forms and other writings.

Transferors	Transferee:
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- 13) The TRANSFERORS doth hereby further agree and undertake that from time to time and at all times hereafter, at the request and cost of the TRANSFEREE herein, they shall do and execute all documents, deeds and writings whatsoever as may be necessary for better and more perfectly selling and transferring the right, title, interest and benefit of the TRANSFERORS in the said Flat and every part thereof to the exclusive use and benefit of the TRANSFEREE as aforesaid

- 14) The TRANSFERORS hereby indemnify and keep the TRANSFEREE and her heir, legal representative, executor, administrator and assign, indemnified from and against any loss, damage, demand, action, dispute, claim, cost, charges and expenses of any nature suffered or sustained by the TRANSFEREE, being the TRANSFEREE of the Premises, due to any of the TRANSFERORS representations, declarations and warranties as recorded herein being found incorrect and/or due to breach of any of the Covenants/ assurances/undertakings given by the TRANSFERORS and/or due to any claim made or which may hereafter be made on the Premises or any part thereof by any person/firm/corporate body claiming through the TRANSFERORS and government or semi government authorities and/or any claims/demands of taxes, penalties and/or any other levy from or made by any Government or Semi-Government authorities, concerned authorities.

- 15) Without prejudice to whatever stated hereinabove, in event of breach of any of the terms or conditions by any of the parties, then either shall have a right of specific performance against such defaulting other party.

- 16) The TRANSFERORS hereby undertakes and declares that any nomination /s or any other instructions given to the said Society with regard to the said Shares or the said membership or the said Flat which is/are not in conformity with these presents and which may have been made by the TRANSFERORS or their constituted attorney or their predecessor in title, prior to the execution of this Deed, in favour of any persons or body, other than the TRANSFEREE herein shall hereafter to be deemed to be in-operative, canceled, withdrawn and null and void

- 17) The TRANSFEREE hereby agrees and undertakes to become member of said society and abide by bye-laws, rules, regulations of the said society.

Transferors	Transferee:
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- 18) The TRANSFEREE agree to abide by the terms and conditions mentioned in the Principle Agreement and this Deed which are subject to the provision contained in the Maharashtra Ownership Flats Act, 1963 (No. XLV of 1963) and Rules framed there under or any other provisions of law applicable hereto.
- 19) The TRANSFEREE doth hereby also covenant with the TRANSFERORS that the TRANSFERORS, their successors and assigns are fully absolved from taking any clearances or NOCs or appearing in courts or facing any legal action related to this Deed and this transaction from time to time and at all times hereafter.
- 20) All the charges and payments payable towards the stamp duty and registration charges for this Deed and Sale Deed of Sale and Transfer or any other writings, documents required for completing the sale transaction shall be borne and paid exclusively by TRANSFEREE herein.
- 21) The Permanent Account Nos. of the parties hereto is as under: -

NAME	PAN NOS.
AVA MURPHY (TRANSFEROR No. 1)	AOPPM2057N
ZERINA PAI (TRANSFEROR No. 2)	AQCPP3774A
RITA SUSHIL CHOKSEY (TRANSFEREE)	AAGPC1102M

**THE SCHEDULE ABOVE REFERRED TO
(Description of the Premises)**

ALL THAT PREMISES being Residential Flat bearing No. Flat No. 401, situated on the **Fourth Floor** in the building known as “**Dhanshila Bldg**” belonging to “**Shree Dhanshila Co-operative Housing Society Ltd**” lying being and situated at **14th A Road,, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052**, admeasuring **1300 Sq. Feet** of Carpet area, on the Plot of land bearing CTS No. **E/225-A** of Division - **Bandra West** Taluka - **Andheri** being assessed to rates and taxes by “**H (West)**” Ward bearing assessment No. **HW1106130010013** in the Registration District and Sub-District of Mumbai Suburban along with 10 (Ten) shares of face value of Rs. 50/- (Rupees Fifty only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred only) bearing distinctive nos. 121 to 130 (both inclusive) bearing Duplicate Share Certificate No. 22 and Member Register No. 22 dated 9th February 2016 issued in lieu of Original Share Certificate No. 13.

Transferors	Transferee:
1.	1.
2.	

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

SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED TRANSFERORS)
AVA MURPHY)

ZERINA PAI)
represented through her)
POA Holder Ava Murphy)
In the presence of:)

1.

2.

SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED TRANSFEREE)
RITA SUSHIL CHOKSEY)
In the presence of)

1.

2.

Transferors	Transferee:
1.	1.
2.	

RECEIPT

RECEIVED from the within named **RITA SUSHIL CHOKSEY**, the TRANSFEREE hereto a sum of **Rs.3,82,72,500/- (Rupees Three Crores Eighty-Two Lakhs Seventy-Two Thousand and Five Hundred Only)** being the consideration payable to us under this Deed. The details are as under: -

- i) **Rs.22,61,250/- (Rupees Twenty - Two Lakhs Sixty - One Thousand Two Hundred and Fifty only)** is paid to TRANSFEROR No. 1 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on 4th March 2025 from **Standard Chartered Bank, BKC** branch;
- ii) **Rs.22,61,250/- (Rupees Twenty - Two Lakhs Sixty - One Thousand Two Hundred and Fifty only)** is paid to TRANSFEROR No. 2 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on 4th March 2025 from **Standard Chartered Bank, BKC** branch;
- iii) **Rs.1,68,75,000/- (Rupees One Crore Sixty - Eight Lakhs Seventy - Five Thousand only)** is paid to TRANSFEROR No. 1 vide Demand Draft No. _____ on 4th March 2025 from **Central Bank of India, Nariman Point** branch;
- iv) **Rs.1,68,75,000/- (Rupees One Crore Sixty - Eight Lakhs Seventy - Five Thousand only)** is paid to TRANSFEROR No. 2 vide Demand Draft No. _____ on 4th March 2025 from **Central Bank of India, Nariman Point** branch

We confirm the above and say Received

Rs.3,82,72,500/-

AVA MURPHY

ZERINA PAI

represented through her POA
Holder Ava Murphy

TRANSFERORS

In the presence of

1.

2.

Transferors	Transferee:
1.	1.
2.	

POSSESSION LETTER

We, **AVA MURPHY & ZERINA PAI** represented through her POA Holder Ava Murphy, do hereby confirm to have handed over the vacant and peaceful possession of the **Flat No. 401**, admeasuring **1300 Sq. Feet** of Carpet area situated on the **Fourth Floor** in the building known as **“Dhanshila Bldg”** belonging to **“Shree Dhanshila Co-operative Housing Society Ltd”** lying being and situated at **14th A Road,, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052**, (**“said Flat”**) in favour of **RITA SUSHIL CHOKSEY**.

In token of having received vacant and peaceful possession of the said Flat, the said **RITA SUSHIL CHOKSEY**, have acknowledge this letter. She has become the sole owner in respect of the said Flat and she is free to use same in any manner whatsoever she like.

Dated this 4th day of March 2025

AVA MURPHY

ZERINA PAI

represented through her POA Holder Ava Murphy

Transferors

Witnesses:

1.

2.

RECEIVED VACANT AND PEACEFUL POSSESSION of the said Flat No. 401, Fourth Floor **“Dhanshila Bldg”**, Shree Dhanshila Co-operative Housing Society Ltd, 14th Road, Ahimsa Marg, Plot No-27, Khar (W), Mumbai - 400052

RITA SUSHIL CHOKSEY

Transferee

Place: Mumbai

Date: 28/01/2025

Transferors	Transferee:
1.	1.
2.	