

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at **Mumbai** on this _____ day of **April**, 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 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

_____, aged about ____ years, Indian Inhabitant of Mumbai, currently _____ residing _____ at _____,

_____, having her Pan: _____ and Aadhar No. _____, 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, executor, administrator and assign) of the **OTHER PART**.

(For the purpose of this Agreement (a) the TRANSFERORS and the TRANSFEEE are collectively referred as "Parties"; and (b) the singular word "Party" shall be construed accordingly.)

WHEREAS:

Transferor	Transferees:
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- 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 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** 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/- (Rupees Five Hundred only)** bearing distinctive nos. **121 to 130 (both inclusive)** bearing Duplicate Share Certificate No. **22** and Member

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Register No. 22 dated 9th February 2016 issued 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]**.
- 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

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Said Flat and Shares held by the deceased in the 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) The **TRANSFEEE** have inspected the said Premises and the **TRANSFEEE** have inspected the Title documents and also got the same independently verified and after satisfying themselves, has approached the **TRANSFERORS** and accordingly **TRANSFEEE** is desirous of purchasing the said Premises and all **TRANSFERORS** right, title and interest in the said Premises, in favour of the **TRANSFEEE**.
- K) An agreement is arrived at between the parties hereto whereby the **TRANSFERORS** has agreed to sell, transfer and convey the said Flat alongwith furniture and fixtures and the Shares and right to exclusively use and enjoy on permanent basis, and all the right, title, interest, benefits, claims, advantages in respect of the Premises, free from all encumbrances and reasonable doubts to the **TRANSFEEE** herein and the **TRANSFEEE** have agreed to purchase and acquire the same from the **TRANSFERORS** for the total consideration of Rs. _____/-

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(Rupees _____ Only) (“Consideration”) on the terms and conditions hereinafter appearing.

- L) The TRANSFERORS have represented to the TRANSFEREE that they both are non-resident Indian citizen as per the provisions of the Income Tax Act, 1961 and therefore the consideration amount hereunder payable to the TRANSFERORS by the TRANSFEREE are subject to deduction of tax at source @ ___% (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. _____/- (Rupees _____ Only) out of the total consideration payable to the TRANSFERORS towards the TDS @ ___% applicable rate.
- M) The TRANSFERORS has applied and the Society has issued its No objection Certificate dated [00-00-XXXX] 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].
- N) 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 Agreement shall constitute an integral and operative part of this Agreement 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 hereby agrees to sell, assign and transfer unto the TRANSFEREE and the TRANSFEREE agree to acquire from the TRANSFERORS 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

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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, **details whereof is set out in Annexure [F]**, 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 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** 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 for consideration of Rs. _____/- (**Rupees _____ Only**). 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) On instructions of the TRANSFERORS, the TRANSFEREE has paid and/or shall pay the said consideration of Rs. _____/- (**Rupees _____ Only**) towards purchase of the Premises in the following manner:

i) **Rs. _____/- (Rupees _____ only)** is paid to TRANSFEROR No. 1 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on _____ from **XXXXXXX Bank**, _____ 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. _____/- (Rupees _____ only)** is paid to TRANSFEROR No. 2 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on _____ from **XXXXXXX Bank**, _____ branch on or before the execution of

Transferor	Transferees:
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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) The TRANSFEREE has deducted a sum of Rs. _____/- (**Rupees _____ Only**), as ____% (____ 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 TRANSFERORS.
- iv) Balance sum of Rs. _____/- (**Rupees _____ Only**) shall be paid by the TRANSFEREE as Full and Final Payment of Consideration payable hereunder to the TRANSFERORS within 30 days from the date of execution hereof from Bank/s and/or Housing Finance Company or Financial Institution/s of his choice or by TRANSFEREE itself and TRANSFEREE have informed TRANSFERORS that the amount of the loan procured by TRANSFEREE will be paid by way of Demand Draft/NEFT/ RTGS directly by the Bank/s and/or Financial Institution/s or by the TRANSFEREE themselves in favor of TRANSFERORS and the shortfall if any for any part of the balance consideration, will be paid by TRANSFEREE out of his personal funds
- 4) 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.
- 5) It is agreed that at any time hereafter if any claims is 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.
- 6) The TRANSFERORS doth hereby declare, confirm, represent and warrant to the TRANSFEREE as follows and relying upon the following

Transferor	Transferees:
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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.
- b) The TRANSFERORS are the rightful member of the said Society and the membership is valid till date and subsisting.
- c) 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.
- d) The TRANSFERORS are competent, capable and are in position to observe, perform and/or comply with all the terms, conditions, covenants, undertakings as contained in this Agreement or otherwise within the stipulated time;
- e) 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 Agreement or otherwise;
- f) The TRANSFERORS are entitled to transfer and assign the Premises to any person or persons as they deem fit including to the TRANSFEREE.
- g) 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.
- h) That the Premises is not a subject matter of any litigation, legal proceedings or disputes and is not affected by any notice or order of requisition, acquisition or injunction or attachment either before or after judgment.

Transferor	Transferees:
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- i) 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.
- j) 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.
- k) The TRANSFERORS are in absolute, exclusive, peaceful and lawful physical possession of the Premises;
- l) 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.
- m) There are no prohibitory or any attachment orders or otherwise any liabilities in respect of the Premises or any part thereof.
- n) 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.
- o) 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.
- p) There are no mortgage, lien, charge, right or any other encumbrance or impediment on the Premises or any part thereof.

	Transferor	Transferees:
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- q) The TRANSFERORS has 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.
- r) The title of the TRANSFERORS to the Premises is clear, marketable and free from all encumbrances.
- 7) It is expressly agreed, understood and declared that the present transaction of Sale of the Premises shall stand completed and concluded upon the TRANSFEREE paying and making full, complete and entire amount of the Consideration payable in accordance with the terms and conditions contained herein and the TRANSFERORS handing over quiet and peaceful physical and lawful possession of the Premises along with the chain of all title documents pertaining to the Premises to the TRANSFEREE and not otherwise, which documents are already made known by the TRANSFERORS to the TRANSFEREE and inspection of which is already being given by the TRANSFERORS to the TRANSFEREE.
- 8) It is expressly agreed that all the amounts standing to the credit of the TRANSFERORS including refundable and/or non-refundable deposits in the books of the Society shall belongs to the TRANSFEREE against the TRANSFEREE making the payment of the entire consideration to the TRANSFERORS and the TRANSFERORS shall execute necessary documents, writings etc. for effectual transfer of the said amounts/deposits in the name of the TRANSFEREE and the TRANSFERORS shall have no objection to the same and shall not require the TRANSFEREE to reimburse the same to the TRANSFERORS.
- 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 Agreement and thereafter the TRANSFEREE shall be liable to pay the same.
- 10) It is agreed declared and clarified that the TRANSFEREE shall and will all times be entitled to, on payment of the entire consideration mentioned hereinabove, peacefully and quietly use enjoy, occupy and possess the

Transferor	Transferees:
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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.
- 13) The TRANSFERORS hereby indemnify and keep the TRANSFEREE and his/her heir, 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 including the income tax authorities etc.
- 14) Without prejudice to whatever stated hereinabove, in the 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.

Transferor	Transferees:
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- 15) 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.
- 16) 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 Agreement and this transaction from time to time and at all times hereafter.
- 17) All the charges and payments payable towards the stamp duty and registration charges for this Agreement 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 the TRANSFEREE herein.
- 18) 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
(Transferee)	

**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 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** 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.

Transferor	Transferees:
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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)
)
)
In the presence of)

- 1.
- 2.

Transferor	Transferees:
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RECEIPT

RECEIVED from the within named _____, the TRANSFEREE hereto a sum of **Rs. _____/- (Rupees _____ Only)** being the part consideration payable to me under this Agreement. The details are as under: -

- i) **Rs. _____/- (Rupees _____ only)** is paid to TRANSFEROR No. 1 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on _____ from **XXXXXXX Bank**, _____ branch;

- ii) **Rs. _____/- (Rupees _____ only)** is paid to TRANSFEROR No. 2 vide bank Transfer (i.e. NEFT / RTGS) under Transaction reference No. _____ on _____ from **XXXXXXX Bank**, _____ branch

We confirm the above and say Received

Rs. _____/-

AVA MURPHY

ZERINA PAI

represented through her POA Holder Ava Murphy

TRANSFERORS

In the presence of

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Transferor	Transferees:
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