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MTR Form Number-6

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Department Inspector General Of Non-Judicial Star Type of Payment Purchase of Fran	Payer Details TAX ID / TAN (If Any)									
Office Name KRL2_JT SUB REGISTRAR KURLA NO 2				Applicatile)	PARALA SAHITAN					
Year 2022-2023 One Time	Flat/Block	No.	133 Kahinoot 61/ A							
Account Head Deta	oils	Amount In Rs.	Premises/E	Building						
0030045501 Amount of Tax		500,00	Road/Street Area/Locality Town/City/District PIN		Kurla West		_			
					Mumbai					
						0	8 8	0 0	7	0
		Remarks (If Any) MOU Between Mr. Boris Buthello and Mr Parvez Akhtar								
		500.00	Amount In	Five Hun	undred Rupees Only					
Total Payment Details SBIEPAY PAYMENT GATEWAY			VIOLUS	FC	OR USE IN RECEIVIN	G BA	NK			
			Bank CIN	Ref. No.	1000050202303260		_	540927	7138	
Cheque-DD Details				RBI Date	26/03/2023-17:25:4	5	Not	Venfie	d with	RBI
Cheque/DD No.			Bank Date RBI Date		SBIEPAY PAYMENT GATEWAY Not Venfied with Scroll					
Name of Bank				Date						
Name of Branch					Mo	obile N	lo.		98206	0404

Department ID : Mobile No. 9820604 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. रादर सहाम केवळ दुरमम निवंशक कार्यालयात मोदणी करावयाच्या दस्तासाठी लागु आहे. मोदणी न करावयाच्या दस्तासाठी रादर चंताण लागु माती

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Print Date 26-03-2023 05:49:40



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU.) is made and entered into at Mumbai, on this 25th day of March, 2023.

BETWEEN

Mr. BORIS WALTER BUTHELLO, aged 36 years (PAN # AMHPB6294L) an adult Resident Indian Inhabitant, having Permanent address at, A/5 Saidham Premier road, Near Holy Cross High School, Kurla West, Mumbai - 400070, hereinafter referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include his heirs, successors, executors and administrators) of the FIRST PART:

AND

Mr. PARVEZ AKHTAR, aged 40 years (PAN # AIDPA2843C) having Permanent address at Flat No: 953, bldg.-9, Kohinoor city "A", Kirol road, off LBS Road, Kurla West, Mumbai – 400070, adult resident Indian inhabitant, hereinafter referred to as "the TRANSFEREE" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof mean and include their heirs, successors, executors and administrators) of the SECOND PART.

WHEREAS the TRANSFEROR, s father Mr. Walter Anthony Buthello had purchased the 3 BHK. Flat No. 133.(Comprising of 2 portions viz., 133-A having Carpet area of 613 Sq ft & 133-B having Carpet area of 381 Sq ft) on the 3rd Floor, Building No. 1, Kohinoor City "A" CHS Ltd., Kirol Road, off L.B.S Marg, Kurla (West), Mumbai - 400070 inclusive of 1 Covered Car Parking space & Club Membership with the Said Flat (hereinafter referred to as the "Said Flat") from M/s. Kohinoor Developers vide Agreement for Sale in 06/01/2006. Due to the demise of Mr. Walter Anthony Buthello on 17/09/2020 the Flat got transferred in name of the Nominee Mr. BORIS WALTER BUTHELLO via Share Certificates No. 21 and 22 for 5 shares each bearing Distinctive No. 101 to 105 and 106 to 110 respectively.

AND WHEREAS the TRANSFEREE shall be availing a Housing Loan for part-funding the Purchase Consideration amount to the extent of INR 1,00,00,000/- (Indian Rupces One Crore Only) from SBI Bank (hereinafter referred to as the "TRANSFEREE's Bank") against mortgage of the said Flat. It is agreed between the parties that "Agreement for Sale" will be executed only upon receiving the Loan Sanction Letter from TRANSFEREE, Bank and once all Original Documents of the said Property are ready with the TRANSFEROR.

AND WHEREAS the TRANSFEROR has agreed to sell the Said Flat along with rights & privileges (including but not limited to Club Membership, Car Parking, etc.) associated with the Said Flat and the TRANSFEREE has agreed to purchase the Said Flat in his name on the following terms and conditions.

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NOW THIS MEMORANDUM OF UNDERSTANDING is agreed by and between the parties herein and on such terms and conditions as more particularly recorded herein after

- The TRANSFEROR has agreed to sell, and transfer all his right, title and interest in the Said Flat standing in his name for the total consideration of Rs. 2,45,00,000/-(Rupees Two Crores & Forty Five Lakhis Only) ("Purchase Consideration") and the TRANSFEREL has agreed to purchase the Said Flat, from the TRANSFEROR against the above stated consideration in his name.
- 2. The TRANSFEROR undertake that he has full authority to sell, assign, deal with the Said Flat and further declare that any other past and previous liabilities/lien, if any, shall be cleared before execution of the Agreement for Sale and handing over the vacant and peaceful possession of the Said Flat. The TRANSFEROR hereby assure and agree with the TRANSFERFE that in case of any present or future hability lien, if any, have been found uncleared in respect of the Said Flat, the same shall be indemnified by the TRANSFEREE.
- The above stated Purchase consideration of Rs. 2,45,00,000/- (Rupees Two Crores & Forty Five Lakhs Only) shall be paid by the TRANSFEREE to the TRANSFEROR, in the following manner and the payment acknowledged here under:
 - a. Cheque of Rs. 5,00,000/- (Rupees Five Lakhs only) dated 26/03/2023 shall be given by Mr. PARVEZ AKHTAR to Mr. BORIS WALTER BUTHELLO, respectively, as Token money/ Earnest money.
- b INR 1,37,55,000/- (Rupees One Crore Thirty Seven Lakhs Fifty Five Thousand Only) shall be paid by the TRANSFEREE to the TRANSFEROR as part payment on or before the execution of the Agreement for Sale for the said Flat.
 - c. INR 2,45,000/- (Indian Rupees Two Lakhs Forty Five Thousand Only) 1% TDS amount on the total consideration shall be paid by the TRANSFEREE to the Income Tax department and issue the 1DS Challans before the registration of Agreement for Sale and provide TDS Certificate for the amount deducted, to the TRANSFERROR within 30 days of the payment.
- d. The balance Consideration i.e. INR 1,00,00,000/- (Indian Rupees One Crore Only) shall be paid by the TRANSFEREE's Bank as disbursement of Housing Loan to the Transferor after Registration of Agreement for Sale i.e on or before 30th May, 2023 and upon submission of the Original title documents to the TRANSFEREE's Bank and issue of NOC by the Society addressed to the TRANSFEREE's Bank for Mortgage, simultaneously upon the Transferor handing over to the TRANSFEREE quiet, and peaceful possession of the said Flat.

Time is of the essence for the balance payment.

 The TRANSFEROR shall provide copies of all the property related documents as requested by the TRANSFEREE for assessing title to the Said Flat and sharing with his Bank for title verification.

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- 5. The TRANSFEROR, immediately on execution of this MOU, shall infimate the Society that he is selling the Said Flat to the TRANSFERFE and shall not enter into a safe transaction with any other party. Transfer Charges payable to the society in respect of the said transaction shall be shared equally between the TRANSFEROR and TRANSFEROR.
- 6. The stamp duty on the Agreement for Sale of the Said Ltat, repistration fees and out of pocket expenses related to registration of the Said Ltat will be borne by the TRA'ISLI RLL alone. The Agreement for Sale will be executed and registered by the parties again a the receipt of the purchase consideration as mentioned in clause 3 (a,b & c) above.
- 7. Both the parties will extend their full co-operation to each other and shall be always faithful to each other, upon receipt of the above amounts stated in Clause # 3 and the proof of deposit of TDS amount, the TRANSFEROR shall hand over the possession of the Said Flat along with the Car Parking, etc. to the TRANSFEREE. The Said Flat will be handed over to the TRANSFEREE along with all the amenities provided by the Developer at the time of purchase of the Said Flat by the TRANSFEROR as mentioned in the Agreement for Sale with the Builder and the Furniture, Fixtures and appliances installed by the TRANSFEROR on "As Is Where Is" basis and remove any personal belongings, if any, therefrom.
- 8. The TRANSFEROR will keep the TRANSFEREE indemnified at all times, for any claim arising from the following, related to the period before the handover of vacant possession of the Said Flat to the TRANSFEREE:
 - a. Any unpaid society dues towards routine maintenance charges, non-occupancy charges, club maintenance, etc
 - Any breach of its representations, warranties and undertakings provided by the TRANSFEROR under this MOU.
 - c. Any unpaid utility bills for the Said Flat.

Any deposits lying with the club, utility or gas companies shall be taken over and paid separately by the Buyer to the TRANSFEROR, or adjusted with the unpaid dues if any, at the time of completion of registration of the said flat.

- The TRANSFEREE will keep the TRANSFEROR indemnified at all times, for any claim arising from the following, related to the period after the handover of vacant possession of the Said Flat to the TRANSFEREE:
 - a. Any unpaid society dues towards routine maintenance charges, non-occupancy charges, club maintenance, etc.
 - Any breach of its representations, warranties and undertakings provided by the TRANSFEREE under this MOU.
 - c. Any unpaid utility bills for the Said Flat.
- 10. It is mutually agreed between the parties, in case of breach of this Memorandum of Understanding by the transferors, they will indemnify and pay the transferee Rs 5,00,000/-(Rupees Five Lakhs Only) as default Penalty and refund the Token money, and any amounts paid by the Transferee to the Transferors. In case of any breach of this Memorandum of Understanding by the Transferee, Rs 5,00,000/- (Rupees Five Lakhs)

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Only) advanced paid a Token more yould get harbated being the default Pendey as a their Transferor will refund any other amount p paid by the Transferor to the Transferor

- 11 Both the parties hereby confirm and declare that they have signed this MGT, with complete consciousness of mind and there is no pressure of whatsoever nature on them from then respective legal heres, or from anybody else and that they have agreed into this deal with their own willingness and that they have the relevant authority to enter into such a safe transaction of the Said Ltat.
- 12 The MOO has been executed in Mumbar, the property is situated in Mumbar and the payments are made in Mumbar, hence it is subject to jurisdiction of Court of law in Mumbar.

THE SCHEDULE HEREINABOVE REFERRED TO:-

Flat no. 133, admeasuring 994 square feet (carpet area) situate and lying at 3rd Floor, Bldg No. I, Kohinoor City "A", Kirol Road, Off LBS Marg, Kurla West, Mumbai - 400070 along with 1 Covered ear parking in the Building on plot bearing CTS No. 637 at Village Kurla II, containing a living room, 3 bed rooms, a kitchen with 3 bathrooms & W. C.s and balconies

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Signed and delivered by the TRANSLI ROR

Mr. BOŘÍS WALTI R BUTHLI LO

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In the presence of

Signed and delivered by the TRANSFEREL.

Mr. PARVEZ AKIITAR

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In the Presence of

RECEIPT

Received with Thanks from Mr. PARVIZ AKHLAR (the Transferce), a sum of TNR 5,00,000% (Indian Rupees Live Lakhs Only) being the Token Money to the TRANSFEROR Mr. BORIS WALTER BUTHLLLO for the sale and transfer of the Said Flat No. 133, Kolimoor City A., Kirol Road, Off T. B.S. Road, Kurla (West) Mumbar. 400070, as mentioned above

Cheque No. 103977 dated 26 03 2023, from ICICI Bank favouring Mr. BORIS WALTER BUTHELLO for Rs. 5,00,000/- (Rupees Five Lakhs only) paid by Mr. PARVEZ AKHTAR:

as recorded herein as and by way of Token Money as mentioned hereinabove

Cheques are subject to realization.

Date: 25th March, 2023

I SAY RECEIVED

Mr. BORIS WALTER BUTHELLO

WITNESSES:

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आयकर विभाग INCOME TAX DEPARTMENT PARVEZ AKHTAR



भारत सरकार GOVT OF INDIA

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माझे

परवेज़ अख्तर क्राज़ी Parvez Akhtar Qazi जन्म तारीख/DOB: 09/09/1982 पुरुष/ MALE

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Address: 953, Kohinoor City Kirol Road, Off LB.S. Marg, Kurla West, Mumbal, Mumbal Suburban, Maharashtra - 400070



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