



महाराष्ट्र MAHARASHTRA

2023 जाडपत्र - २ 70AA 033330



जिल्हा कोषागार कार्यालय, ठाणे  
11 SEP 2023  
मुद्रांक प्रमुख लिपीक / लिपीक

मुद्रांक विक्री नोंदवही  
अनुक्रमांक .... 65513 दिनांक 15 SEP 2023  
दस्तावा प्रकार -  
दस्त नोंदणी करण्यात आले का? होय/नाही  
मिळकतीचे बोलक्यात नांव -  
मुद्रांक विकत देणाऱ्याचे नांव - Aray Patil  
हस्त अक्षरानुसार लिपीक नांव, self  
पत्ता व शहरी -  
दस्तावा पहाण्याचे नांव -  
मुद्रांक शुल्क रक्कम - 100/5/3  
मुद्रांक दिशेलागू ठरले (मिळित व/अभिप्रेत),  
मुद्रांक विक्री लिप्यात/पत्र - पोस्टा होय/नाही/दस्तावा लिप्यात/सेटर  
दस्तावा नं. ३३, कायदी नोंद, कलेक्टर ऑफिस जिल्हा,  
ठाणे (प.) - ४०० ६०९.  
परवाना मुद्रांक क्रमांक - १२६१०१०

या कारणासाठी कोणती मुद्रांक शुल्काची किंमत ठरली त्याच कारणासाठी  
मुद्रांक खरेदी करायला द्यावे व मिळकत द्यावरील दस्त्यावर आहे.

Memorandum of Understanding (M.O.U)

ARTICLES OF M.O.U. made at Mumbai, this 08<sup>th</sup> Day of February, 2023  
Between (1) MR. RAHUL VASANTJI SAWLA aged about 32 years &  
(PAN NO: \_\_\_\_\_), both Indian Inhabitants of Mumbai residing  
at 136 Suryoday Bunglows Gayatri Mandir Road, Mahavir Nagar,  
Himant Nagar, Sabarkhala, Gujrat-38300 hereinafter called "THE

Sawla RV

A. Patil

**TRANSFERORS**" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, and administrators mean and include their respective heirs, executors, and administrators) of the **ONE PART**.

**AND**

**MR. AJAY SAI PATIL** aged about **37** Years, (**PAN NO:GRMPP7681B**), Indian inhabitant of Mumbai residing at **Sai Patil,201/250, B Wing Accel House, 13<sup>th</sup> Road, Bhd Pinkal Medical, Juhu Santacruz West, Mumbai, Mumbai Suburban, Maharashtra-400049.**, hereinafter called "**THE TRANSFEREE**" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, and administrators mean and include their respective heirs, executors, and administrators) of the **SECOND PART**.

**AND WHEREAS** by Agreement For sale dated **24<sup>th</sup> February, 2014** for the consideration and on the terms and conditions contained therein, **MRS. DARSHNA NILESH SAWANT** the Flat Holder therein, has purchased from **M/S. ASHWAMEDH BUILDERS & DEVELOPERS**, a Partnership firm registered under the Indian Partnership Act (IX of 1932) the Builders therein, the Residential premises, bearing **Flat No. 403, Building No.\_\_\_\_**, admeasuring **913 sq.ft. Carpet Area** or thereabouts, located on the **Third Floor** of the building known as "**ASHWA PLATINUM**", situated at **Din Dayal Upadhyay Marg (Dumping Road), Mulund (West), Mumbai-400080.**, (Hereinafter for the sake of brevity referred to as "**THE SAID FLAT**").

**AND WHEREAS** incidental to the holding of the said Flat, the said **MRS. DARSHNA NILESH SAWANT** was enjoying membership rights of the said "**ASHWA PLATINUM**", formed and registered under the Maharashtra Co-operative Society Act, 1960, bearing Registration No. \_\_\_\_\_ Dated \_\_\_\_\_ (Hereinafter for the sake of brevity referred to as \_\_\_\_\_ in respect of the said Flat and by the virtue of being a member of the said **MRS. DARSHNA NILESH SAWANT** has been allotted Five Fully Paid-up shares of Rs. 50/- each by the said society

**AND WHEREAS** the TRANSFEREE therein **MR. RAHUL VASANTJI SAWLA** had purchased the said flat, vide Agreement dated **24<sup>th</sup> February 2014**, from the TRANSFEROR therein, **MRS. DARSHNA NILESH SAWANT** and for the consideration and on the terms and conditions contained therein, the said Agreement is Adjudicated under Amnesty Scheme from the office of the collector of stamps kurla Vide Case No. \_\_\_\_\_, and the insufficient stamp duty of Rs. \_\_\_\_\_ (**Rupees \_\_\_\_\_ Only**) has been paid vide **Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ & penalty of Rs. \_\_\_\_\_** (**\_\_\_\_\_ Only**) has been paid vide **Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_** and was certified under section 41 of the Bombay Stamp Act, 1958 in the office of the General Stamp Office, The said Agreement shall be read with the deed of Declaration dated \_\_\_\_\_ the said Deed Of Declaration is registered in the Office of the joint Registrar of Assurance, Kurla-4, Vide **Sr.No. \_\_\_\_\_ on \_\_\_\_\_**.

**AND WHEREAS** by Agreement For Sale transfer Dated \_\_\_\_\_, read with Deed Of Declaration \_\_\_\_\_ Registered in the office of Sub-Registrar of assurance at Kurla-2 under **Serial No. \_\_\_\_\_** duly registered on dated \_\_\_\_\_ for the consideration and on the terms and conditions contained therein, \_\_\_\_\_ the Purchaser therein has purchased the said Flat from \_\_\_\_\_ the Vendor therein.

**AND WHEREAS** by Agreement for Sale and Transfer dated \_\_\_\_\_, read with Deed of Declaration dated \_\_\_\_\_ registered in the office of sub-Registrar of assurance at \_\_\_\_\_ under **Serial No \_\_\_\_\_** duly registered on dated \_\_\_\_\_ for the consideration and on the terms and conditions contained therein, \_\_\_\_\_ the Purchaser therein has purchased the said Flat from \_\_\_\_\_ the Vendor therein.

**AND WHEREAS** by Agreement for sale dated **24<sup>th</sup> Feb. 2014**, Registered in the office of Sub-Registrar of assurance at **KURLA -2** under **Serial No. KRL2-1732-2014** duly registered on dated **24<sup>th</sup> Feb. 2014** for the consideration and on the terms and conditions contained therein. **MR.**

**AND WHEREAS** under the circumstances stated hereinabove as of today, the TRANSFERORS are the joint owners of the said Flat and enjoying membership right of the said Society, free from all encumbrances.

**AND WHEREAS** being in need of suitable accommodation, the TRANSFEREE approached and requested the TRANSFERORS to transfer the said Flat to them/him and the TRANSFERORS have agreed to it, on the terms and conditions as written below.

Now This M.O.U. WITNESSES THAT:-

1. The TRANSFERORS agreed to transfer, sell and assign to the TRANSFEREE and after the due verification of the title, the TRANSFERORS in respect of the said flat bearing **Flat No. 403**, admeasuring **913 Carpet Area** or thereabouts, located on the Fourth Floor of the building known as **ASHWA PLATINIUM**, situated at **Din Dayal Upadhyay Marg (Dumping Road), Mulund (West), Mumbai-400080.**, along with the rights, interest, title & benefits, therein, for the price consideration of **Rs. 32500000/- (Three Crores Twenty Five Lakhs only )**.
2. The TRANSFEREE shall deduct TDS from the above consideration as applicable as per u/s 194-IA of the Income Tax Act, 1961.
3. The TRANSFEREE agrees and undertakes to pay the sale consideration of **Rs. 3,25,00000/- (Three Crores Twenty Five Lakhs )** as per following schedule (Time Being the essence of this Agreement):-
  - (a) Sum of **Rs. 5,00,000/- [Five Lakhs only]** as token amount been paid by the TRANSFEREE/PURCHASER to the TRANSFERORS as token money before signing the M.O.U. (the payment and receipt whereof the TRANSFERORS oath hereby admit and acknowledge).
  - (b) Balance sum of **RS. 3,20,00000/- (Three Crores Twenty Lakhs Only)** including the amount of T.D.S. as per u/s 194-IA of the Income Tax Act,1961, the said balance consideration amount shall be paid by the TRANSFEREE on or before 10<sup>th</sup> October

If the TRANSFEREE fails to make the payments as per the above schedule, then in such event the TRANSFERORS shall give a grace period of 10 days and after that TRANSFERORS shall have full right to terminate this Agreement. The TRANSFERORS shall retain therein full interest, rights, and title in the said Flat and enjoy the same without any claim or objection from the TRANSFEREE. Thereafter the TRANSFERORS shall be free to sell the said Flat to any person of their choice without any further reference to the TRANSFEREE.

Nothing contained in these presents shall be considered as a transfer, assignment, demise, sale, or conveyance of the right, title, and shares unless the entire amount is paid to the TRANSFERORS in full and final satisfaction as agreed herein.

4. The TRANSFERORS further declare that the said flat is not the subject matter of any suit, litigation's or any other proceedings legal or otherwise affecting the title of the TRANSFERORS, directly or indirectly in respect of the said flat.
5. It is declared by the TRANSFERORS that they are entitled to the said flat and have not sold, transferred, assigned,, or otherwise created any charge of whatsoever nature in respect of the said flat.
6. The TRANSFERORS state that the said flat is their Joint and self-acquired property and that no other person has any right title or interest in the said flat and that they have not suppressed any fact which may affect the judgment of the TRANSFEREE/PURCHASERS on the title of interest in the said Flat.
7. On the transfer of the said flat to the TRANSFEREE, the TRANSFERORS and/or/his/their respective legal heirs, and/or administrators, and/or representative and/or assigns, etc. shall not have any sort of interest and/or claim, and/or rights and/or charge and/or title of whatsoever nature in respect of the said flat.
8. The TRANSFEREE shall get the transfer of the said flat, transferred

pay stamp duty and/or any other duties, Registration fees, Expenses, etc. pertaining to the said transfer.

9. All the taxes, electricity charges, maintenance charges, mahanagar Gas Charges, Property Tax, and other outgoings in respect of the said Flat shall be paid by the TRANSFEREE from the date of taking over possession, and till then, the TRANSFERORS shall pay all the taxes, electricity charges, maintenance charges, mahanagar Gas Charges, Property Tax, and other outgoings to the respective Authorities.
10. Electricity / Water meters/ Mahanagar Gas Deposit, Sinking Fund, and the entire amount standing to the credit of the TRANSFERORS in the books of said society or concerned authority in respect of the said Flat shall be transferred in the name of the TRANSFEREE.
11. The TRANSFEREE shall lodge this insurance and/or any like instrument at the office of the Sub-Registrar of Assurance and shall bear the applicable stamp duty, Registration fees, Legal Charges, etc.
12. The TRANSFERORS shall times sign and delivers the entire document pertaining to the transfer of the said flat in the name of the TRANSFEREE. After complete payment of the total amount to the TRANSFERORS.
13. The TRANSFERORS shall obtain a No objection Certificate from the Society for the said transfer of the flat in favor of the said TRANSFEREE and hand over the same to TRANSFEREE along with all the documents of the said flat at the time of possession (a) original chains of Agreement (b) original share certificates.
14. That the TRANSFERORS shall act for the benefit of the TRANSFEREE for all purposes and observe all the laws, rules, and regulations and for that purpose and do all usual, necessary, and warranted acts, deeds, matters, and things as may be warranted or advisable or asked for by the said society or the TRANSFEREE, forthwith upon

**THE SCHEDULE OF THE FLAT NO.403 ABOVE REFERRED TO**

THE RESIDENTIAL PREMISES bearing **Flat No.403**, admeasuring **913 Carpet** or thereabouts, located on the **Fourth Floor** of the building known as **ASHWA PLATINIUM**, situated at **Din Dayal Upadhyay Marg (Dumping Road), Mulund (West), Mumbai-400080**. standing on plot of Land bearing **C.T.S. No. 755, Survey No. 372** of revenue **Village Mulund West, Taluka Kurla, District Mumbai Sub-Urban**, Within the limits of "T" Ward of Municipal Corporation of Greater Mumbai. The said Building is consisting of ground plus 4 upper floors without a lift Facility. The said Building is constructed in the year \_\_\_\_\_ & building as per O.C.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures the day and year first hereinabove written

**SIGNED SÉALED AND DELIVERED**

By the within named **TRANSFERORS**

**MR. RAHUL VASANJI SAWLA**

*Sawla R.V.*

**PAN :** \_\_\_\_\_

In the presence of

1) *[Signature]*

2)

**SIGNED SEALED AND DELIVERED**

By the within named **TRANSFEEEE**

**MR. AJAY SAI PATIL**

**PAN : GRMPP7681B**

*A. Patil*  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of

1) *[Signature]*

2) *Ranjesh*



**RECEIPT**

RECEIVED of and from the within named TRANSFEREE **MR. AJAY SAI PATIL** the sum of **Rs. 5,00,000/- [Rupees Five Lakhs Only]** being Part consideration for the sale of **Flat No.403**, admeasuring **913 Carpet** or thereabouts, located on the **Fourth Floor** of the building known as **ASHWA PLATINIUM**, situated at **Din Dayal Upadhyay Marg (Dumping Road), Mulund (West), Mumbai-400080**, as under:-

- a) Sum of **Rs. 5,00,000/- [Rupees Five Lakhs Only]** paid by cheque bearing No. 416301 Drawn on Saraswat Bank NS Road No.13, Juhu Church, Mumbai-400049 dated 22/09/2023.

**WE SAY RECEIVED RS. 5,00,000/-**

*Sawla R*

**MR. RAHUL VASANJI SAWLA**  
**(Transferor)**

**Witnesses :-**

1.

*[Signature]*

2.

*[Signature]*