



CHALLAN
MTR Form Number-6



GRN	MH010105720202324P	BARCODE	[Barcode]				Date	28/10/2023-19 16:35	Form ID	
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only				TAX ID / TAN (If Any)					
					PAN No.(If Applicable)					
Office Name	GENERAL STAMP OFFICE MUMBAI				Full Name	HEMANT HANSRAJ MARU				
Location	MUMBAI				Flat/Block No.					
Year	2023-2024 One Time				Premises/Building					
Account Head Details				Amount In Rs.	Road/Street					
0030056201	General Stamps			100.00	Area/Locality					
					Town/City/District					
					PIN					
					Remarks (If Any)					
					Amount In	One Hundred Rupees Only				
Total				100.00	Words					
Payment Details	IDBI-BILL DESK PAYMENT GATEWAY				FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN	Ref No.	69106562023102600422	YEP72124147917		
Cheque/DD No					Bank Date	RBI Date	28/10/2023-19 16:38	Not Verified with RBI		
Name of Bank					Bank-Branch		IDBI-BILL DESK PAYMENT GATEWAY			
Name of Branch					Scroll No . Date		Not Verified with Scroll			

Department ID : _____ Mobile No : 9322039913
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन फॉर्मल दृश्यम नियमक कार्यालयात नोंदणी करायत्याच्या दस्तासाठी लागू आहे. नोंदणी न करायत्याच्या दस्तासाठी सदर चलन लागू नाही.

1

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ('MOU') is entered into at Mumbai on this 27th day of October 2023

BETWEEN

Mr. AMRISH DINESH SAVLA DOB:25/06/1984 PAN:AYAPS2788R Aadhar: 2590 5968 4539 residing at Room No.9, B Wing Bramhajyoti Building, Chandavarkar Road, Near Lions clinic, Matunga East, Mumbai- 400019 hereinafter referred to as the 'SELLER' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART and

(1) MR. HEMANT HANSRAJ MARU DOB:29/10/1953 PAN:AADPM9744L Aadhar:2649 9183 3352 (2)MRS. INDIRA HEMANT MARU DOB:04/06/1959 PAN:AAJPM7099N Aadhar:2988 8905 0117 both residing at 154 Alka CHS LTD, Apartment 62, Major Parmeshwaran Road, Opp S.I.W.S. College , Wadala West, Mumbai 400 031 hereinafter referred to as the 'PURCHASERS' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns) of the OTHER PART

WHEREAS:

i) The Seller is entitled to Residential Flat No.904 admeasuring about 1982 sq. ft. on the 9th floor along with exclusive right to use 2 (Two) car parking spaces bearing numbers Basement 3 – 92 and 93 in the building known as ONE ICC constructed on land bearing C.S. No.223,120.1/983 of Dadar Naigaon Division situated at G.D.Ambekar Marg, Dadar (E), Mumbai 400 014 and membership of 'ICC One and Two Co-operative Housing Society Ltd.' having registration no.MUM/WFS/HSG/TC/9873/Year 2023 hereinafter referred to as the 'Society'. The Residential Flat, the car parking spaces and the membership of the Society are hereinafter collectively referred to as the said 'Property'.

ii) The Seller has represented to the Purchasers that he is now desirous of disposing off all his entire share, right, title and interest in the said Property and the Purchasers herein have agreed to acquire the entire share, right, title and interest of the Seller in the said Property for the valuable consideration as mentioned below.

iii) The Purchasers herein have agreed to purchase and acquire the said Property as per the terms mentioned below. Hence, till the time a definitive Agreement for Sale is executed and registered this MOU is made and executed by and between the parties hereto as under:

NOW THEREFORE THIS MOU WITNESSETH AND THE PARTIES HAVE AGREED AS UNDER:

① Amrish Savla

② Hemant H. Maru

③ Indira H. Maru

(1) By an Agreement for Sale dated 6th April 2018 registered under Sr. No. BBE3-3064-2018 BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED ('Developer') sold and transferred all its share, right, title and interest in the property unto (1) MR. AMRISH SAVLA (2) MR. DINESH SAVLA for the consideration and on the terms and conditions mentioned therein. MR. DINESH SAVLA died intestate at Mumbai on 25th April 2020 leaving behind him (1) AMRISH SAVLA-Son (2) MITTAL DINESH SAVLA alias MAHEK MIKESH GANGAR-Daughter. AMRISH SAVLA undertakes to get a Release Deed/Deed of Relinquishment executed and registered on or before 30th November 2023 whereby his Sister MITTAL DINESH SAVLA alias MAHEK MIKESH GANGAR will release/ relinquish her entire share in favour of AMRISH SAVLA – the Seller herein. The Seller represents and confirms that he is competent and has the authority to enter into this MOU and terms contained herein and convey the legal title in the said property to the Purchasers.

(2) The Seller represents that there is a running home loan liability of approx. Rs. 4,81,00,000 (Four Crores and Eighty-One Lakhs Only) from STATE BANK OF INDIA. Save and except this home loan there is no subsisting mortgage or charge or any other form of third-party rights or claims or encumbrance in respect of the said Property and that until the completion of the sale transaction contemplated herein, the Seller shall not mortgage or create any new license, charge or any third-party rights in respect of the said Property or otherwise enter into any sale transaction with any other person/s. Upon the completion of sale transaction as contemplated herein, the Seller or anyone claiming through or under the Seller shall have no rights or claims of whatsoever in nature on the said property.

(3) The Seller declares that he has not received any notice either from the Municipal Corporation, Government or any Semi- Government body or from and other Statutory Body or Authorities regarding the requisition and/or acquisition of the said Property or any claims, accrued or actual, in whatever name it may be called, on the said Property.

(4) The Seller declares that there are no proceedings pending before, or any claims due to, any Tax authority or threatened against the Seller that affects or is likely to affect (a) the validity and marketability of the title to the Property; or (b) the ability of the Seller to sell the Property to Purchasers, which would render the sale of the Property to Purchasers void under Section 281 of the Income-tax Act, 1961. The Seller shall provide a certificate from a Chartered Accountant to this effect.

(5) The Seller declares that same and except the home loan he is the lawful Owner of the said Property and no other person has any right, title or interest in the said Property and he is fully entitled to deal with and/ or dispose off the same to any person/s as it may deem fit.

(6) The Seller declares that the said Property is not the subject matter of any litigation or stay order nor is the same the subject matter of any attachment whatsoever (whether before or after

① Amrisha Savla

② Hemant H. Maru

③ Indira H. Maru

judgment) or any prohibitory order and the Seller has not created any adverse right or claim whatsoever in favour of any one in respect of the said Property.

(7) The Seller declares that he has made full and true disclosure of the nature of his title to the said Property. The Seller represents that he has a clear legal title along with all rights thereto with respect to the said Property.

(8) The Seller has agreed to sell and transfer 100% share, right, title and interest in the above said Property to the Purchasers and the Purchasers herein have agreed to purchase and acquire the said Property, subject to satisfactory completion of title due diligence by lawyers appointed by the Purchasers, including all the incidental benefits for a total lump-sum consideration of Rs.8,50,00,000/- (Rupees Eight Crores and Fifty Lakhs Only) subject to applicable TDS as per the provisions of Income Tax Act, 1961.

(9) The total lump-sum consideration will be paid by the Purchasers to the Seller, subject to the Seller timely and duly complying with his obligations contained herein, as under:

(a) Rs.11,00,000/- (Rupees Eleven Lakhs Only) token money paid by the Purchasers to the Seller through Cheque No.000250 drawn on HDFC Bank Gandhidham Branch Gujarat dated 25th October 2023 prior to execution hereof as and by way of earnest money deposit (receipt whereof the Seller hereby admits and acknowledges hereunder).

(b) Rs.4,81,00,000/- (Rupees Four Crores and Eighty-One Lakhs Only)(subject to applicable TDS as per the provisions of Income Tax Act, 1961) payable simultaneously upon registration of Agreement for Sale for repayment of home loan.

(c) Rs.3,58,00,000/- (Rupees Three Crores Fifty-Eight Lakhs Only) (subject to applicable TDS as per the provisions of Income Tax Act, 1961) shall be paid by the Purchasers to the Seller at the time of execution and registration of Sale Deed/Deed of Transfer by Seller in favour of the Purchasers against handover of (i) Original Title Deeds and (ii) Quiet vacant and peaceful physical possession of the Flat with keys.

(10) The Seller has provided photocopies of the previous title deeds to enable the Purchasers to initiate due diligence process and investigate title. The Seller shall furnish any other document that may be required by Purchaser for conducting the due diligence.

(11) Both the parties have agreed to bear Developer/Society transfer charges by whatever name or form in equal proportion.

(12) The Seller undertakes to pay all the dues/taxes/etc. and keep the Purchasers indemnified against any dues duties charges liabilities in respect of the said Property up to the date of handover of possession and thereafter the Purchasers will be liable to bear and pay the same.

① Amrinder Singh

② Harman H. Manu

③ Indira Manu

- (13) Both the parties declare and confirm that on and after the execution of this Memorandum of Understanding they will not deal with anyone else with respect to the Property.
- (14) Time is the essence of this contract. If the Seller fails to register Release Deed as mentioned in Clause 1 then he undertakes to refund the entire token amount without any deduction. If entire consideration is not made within 90 days of registration of Release Deed, then Purchasers agree to bear bank home loan interest rate on balance amount due.
- (15) The Seller hereby declares that upon receipt of payment mentioned under clause 1(b) he will make an application in requisite Form no.20(1) and Form no.20(2) to the Society for the grant of its NOC and no dues as per prevailing rules and regulations, signed by both the parties hereto. It shall be the Seller's responsibility to obtain the NOC and no dues.
- (16) No rights under this Memorandum of Understanding shall be deemed to have been waived and there should be no waiver other than by notice in writing signed by other party. The failure of either of the parties hereto to exercise any right or option given to it hereunder or to insist upon strict compliance by the other party with the terms of this Memorandum of Understanding, shall not constitute a waiver of any terms or conditions of this Memorandum of Understanding. The rights or remedies set forth in this Memorandum of Understanding are in addition to any other rights or remedies, which may be granted by law.
- (17) This MOU shall not be amended, modified or supplemented, except by a written instrument executed by both the parties hereto. This MOU supersedes all prior writings executed between the parties or between any of them and particularly the understanding / agreement reached between the Seller and the Purchasers in respect of the said Property.
- (18) All notices, consents and approvals to be given under this Memorandum of Understanding shall be in writing. The Notice shall always be served either through Registered Post with Acknowledgment Due OR through courier service of repute to the address of the respective party as mentioned above OR through email as mentioned below:

Seller's Email : savla.amrish@gmail.com

Purchaser's Email : maruhemant@gmail.com

- (19) The stamp duty and registration charges payable on Agreement for Sale/Sale Deed/Deed of Transfer to be executed in pursuance hereof shall be borne by the Purchasers alone out of pocket expenses and Lawyer's fees will be shared equally between Seller and Purchasers.
- (20) This Memorandum of Understanding shall not be disclosed to any person / party, pending execution and registration of Agreement for Sale/Sale Deed/Deed of Transfer. This

① Amrish Savla ② Maru Hemant H. Maru ③ Indira N. Maru

Memorandum of Understanding is executed only to record in principle the terms of their understanding on the basis of which the transaction is contemplated.

- (21) The Seller undertakes to execute and register a Power of Attorney in favour of the Purchasers upon receipt of full and final consideration.
- (22) Mr. Kiran Gangar and Mr. Vasant Gala are the real estate agents involved in the transaction contemplated herein.
- (23) This MOU has been executed at Mumbai, the Property is situated at Mumbai and the payment is made at Mumbai. Hence it is subject to the jurisdiction of the appropriate courts of law at Mumbai.

IN WITNESS WHEREOF the parties hereunto have put and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED
 By the withinnamed SELLER
 MR. AMRISH DINESH SAYLA

)
) *Amrish Dinesh Sayla*
)

in the presence of Witness)
 1. _____)
 2. _____)

SIGNED AND DELIVERED)
 By the withinnamed PURCHASERS)
 MR. HEMANT HANSRAJ MARU)

MRS. INDIRA HEMANT MARU

) *Indira Hemant Maru*

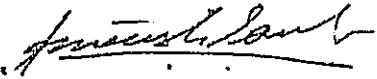
in the presence of Witness)
 1. *Vasant H. Gangar* *V. Gangar*)
 2. *[Signature]*)

RECEIPT

RECEIVED from the within named Purchasers following amount being the earnest money for the sale and transfer of abovementioned Property as under:

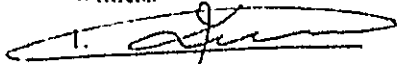
Sr. No	Cheque No	Dated	Bank	Amount (Rs.)
1	000250	25 th October 2023	HDFC Bank, Gandhidham Branch Gujarat.	11,00,000/-
	TOTAL			11,00,000/-

I SAY RECEIVED



MR. AMRISH DINESH SAVLA
SELLER

Witness

1. 

2. Vasant H. Gora A.G.M.C.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMRISH D SAVLA

DINESH SAVLA

25/06/1984

Permanent Account Number
AYAPS2788R

Amrish D Savla

Signature



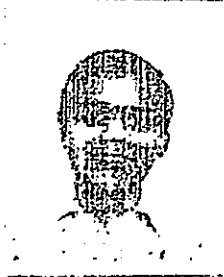
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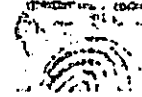
भारतीय सरकार
Government of India



Issue Date: 05/08/2013



अमरिश दिनेश सावला
Amrish Dinesh Savla
जन्म तारीख / DOB: 25/06/1984
पुरुष / Male



2590 5968 4539

मेरा आधार, मेरी पहचान

भारतीय प्रत्यक्ष कर विभाग द्वारा प्रमाणित

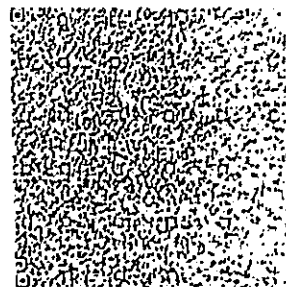
Unique Identification Authority of India



आधार संचयन केंद्र नं. 9 बी विंग ब्रम्हज्योती बिल्डिंग, चंदावर्कर रोड,
सकल विनयिक जवळ, माटुंगा ईस्ट, मुंबई, मुंबई, महाराष्ट्र.
400019

Print Date: 25/06/2013

Address: Room No.9 B Wing Bramhajyoti
Building Chandavarkar Road, Near Lions
Club, Matunga East, Mumbai, Mumbai,
Maharashtra 400019



2590 5968 4539

☎ 1947

✉ help@uidai.gov.in

🌐 www.uidai.gov.in

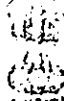
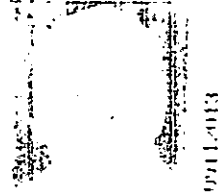
आयकर विभाग
INCOME TAX DEPARTMENT
HEMANT HANSRAJ MARU

भारत सरकार
GOVT. OF INDIA

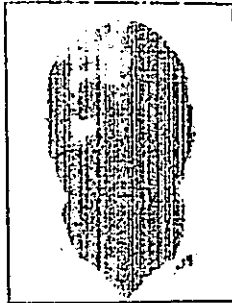
HANSRAJ HEMRAJ MARU

29/10/1953
Permanent Account Number
AADPM9744L

Hemant J. Maru

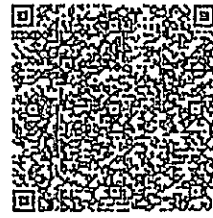


भारत सरकार
GOVERNMENT OF INDIA



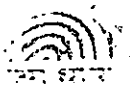
हेमंत हंसराज मारु
Hemant Hansraj Maru
जन्म तिथि/ DOB. 29/10/1953
पुरुष / MALE

Hemant J. Maru



2649 9183 3352

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

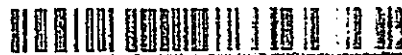
Address

Date: 25/09/2016

S/O हंसराज हेमराज मारु,
62 अलका सीएचएस ल्टद,
154, मेजर परमेश्वरान रोड,
एम.आई.डब्ल्यू.एम कॉलेज के
नाम्ने, वडाला, मुंबई, मुंबई,
महाराष्ट्र - 400031

S/O Hansraj Hemraj Maru,
62 Aika CHS Ltd, 154, Major
Parmeshwaran Road, On
S.I.W.S College, Wardala,
Mumbai, Mumbai,
Maharashtra - 400031

2649 9183 3352



1047
1000 300 1047

help@uidai.gov.in

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P.O. Box No. 347
Bangalore - 560 031

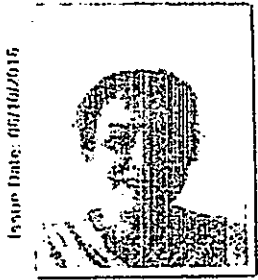
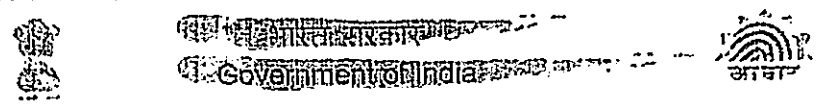
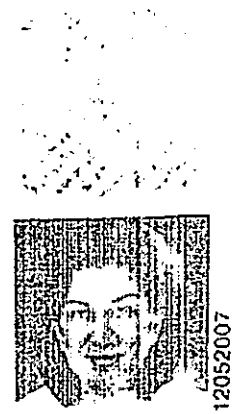
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GOVT OF INDIA

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GOVT OF INDIA

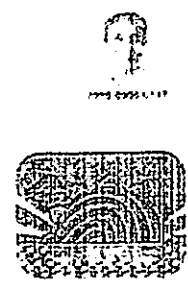
INDIRA HEMANT MARU
PREMJIBHAI KHIMJIBHAI

04/06/1959
Permanent Account Number
AAJPM7099N

Indira n Maru
Signature

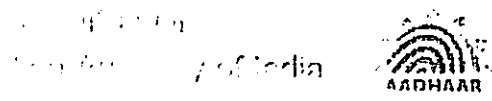


इंदिरा हेमंत मारु
Indira Hemant Maru
जन्म तारीख / DOB: 04/06/1959
महिला / Female

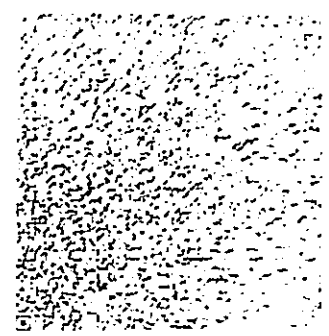


2988 8905 0117

मेरा आधार, मेरी पहचान



Print Date: 07/07/2016
Address: 154 Alka CHS LTD, Apartment
12, Wadala, Parmeshwaran Road, Opp
St. Xavier's College, Wadala west, Mumbai,
Maharashtra, 400031



2988 8905 0117

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Indira n Maru