

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** is made and entered into at Navi Mumbai on this **27th day of August-2023**, BETWEEN **1) MR. ANIKET ANIL MANE**, Age-36 Years, PAN NO. **AQEPM5512B** and **2) MRS. PADMAJA ANIL MANE**, Age-60 Years, PAN NO. **ASRPM5050B**, Indian Inhabitant, Residing at – 9, Patel Chabers, 5TH Floors, Flat No.2, Gunbow Street Mumbai-400001 and referred to as "**THE SELLERS/VENDORS/TRANSFERORS**") (which expression shall, it be repugnant to the context or meaning thereof be deemed to mean include his/her/their heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART AND**

MRS. REEMA SUBHASH SHARMA, Age-**39** Years, PAN NO. **BJZPS8009N** Indian Inhabitant, Residing at – Flat No. E-7/11, Nisarg CHS, Sector-48A, Nerul, Navi Mumbai-400706 and referred to as "**THE PURCHASERS/ TRANSFEREES**") (which expression shall, it be repugnant to the context or meaning thereof be deemed to mean include his/her/their heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART**.

WHEREAS

The Premises **Owner/Seller** is absolutely seized and possessed have or otherwise well and sufficiently entitled to the said **Flat/Apartment No.401, on the 4TH Floor, Building No. D-05, Building Known - L&T SEAWOODS RESIDENCES PHASE-I, Plot No. R-1, in the Sector- 40, Node - Nerul, Seawood Darave Railway Station, Navi Mumbai, Taluka & Dist - Thane, along with 1 Car Parking Space No. LG-131 at Lover Ground, Area-72.81 Sq. Mt. (Carpet area)**, (hereinafter referred to as "THE SAID PREMISES").

AND WHEREAS

THE PURCHASERS having come to know and being in need of residential accommodation, approached the SELLERS with a request to transfer/ sell all his/her possessor rights, title, and interest in and upon the said premises for a total consideration of **RS.2,06,00,000/- (Rupees – Two Crore Six Lakhs Only)**.

AND WHEREAS

THE PURCHASERS requested and the TRANSFERORS has given inspection all relevance documents pertaining to the said premises.

AND WHEREAS

THE PURCHASERS of being satisfied about title and the other documents in respect of the said premises agreed to purchase the said premises for the said consideration.

1. The Sellers hereby covenant with the purchaser that the said premises agreed to hereby-sold are free from encumbrance of any nature whatsoever and that the Sellers has full and absolute power to transfer and deliver possession of the said **Flat/Apartment No.401, on the 4TH Floor, Building No. D-05, Building Known - L&T SEAWOODS RESIDENCES PHASE-I, Plot No. R-1, in the Sector- 40, Node - Nerul, Seawood Darave Railway Station, Navi Mumbai, Taluka & Dist - Thane, along with 1 Car Parking Space Area-72.81 Sq. Mt. (Carpet area)**to the Purchaser/s.

2. The purchasers do hereby agrees to make the payment as per the schedule mention below:

SCHEDULE OF THE PAYMENT

- **RS.47,94,000/- BY CHEQUE/RTGS/NEFT/UPI**
- **Rs.2,06,000/- PAID AS TDS 1% TO GOVT.**
- **Rs.1,56,00,000/- BY LOAN**
=====
- **Rs.2,06,00,000/- Agreement Value**

2a. **IN CONSIDRATION** of the aforesaid representation made by the SELLERS to the PURCHASERS herein agreed to purchase the said premises for the said consideration of **RS.2,06,00,000/-(Rupees – Two Crore Six Lakhs Only)** and hereby agreed to make the payment in the following manner:

- i) A Sum of **RS.2,00,000/-** paid by Cheque No.000179, Bank- HDFC BANK , Branch- Seawood on dated 27/08/2023. As Token money.

- ii) A Sum of **RS.3,00,000/-** Shall be paid by Cheque /RTGS/NEFT within 4 (Four) days from execution of this MOU.
 - iii) A Sum of **RS.42,94,000/-** Shall be paid by NEFT/RTGS/CHEQUE within 15 days from Execution of this MOU i.e. before the Part Registration Day.
 - iv) **A sum of Rs.2,06,000/-** Shall be paid as TDS to the Govt. under the provisions of Section 194-IA of the Income Tax Act, 1961, on or before the Sale Deed.
 - v) **And the balance amount of RS.1,56,00,000/- (Rupees One Crore Fifty Six Lakhs Only)** Shall be paid within 45 working days from the date of execution of PART registration on raising loan from BANK OR ANY OTHER CO-OP OR NATIONALIZED BANKS OR ANY FINANCIAL INSTITUTIONS OR OWN CONTRIBUTIONS. * Subject to NOC and provide required documents for Loan Purpose by the L and T authority within time .
3. The Seller hereby further covenant with the purchaser that the Seller (i.e. First Party) has paid to the Society/Builder. The full and final cost of the said Premises and service charges, water charges, SOCIETY/Builder. Penalty, and other charges which were payable by the Seller to the Society/Builder in respect of the said premises for the period till possession of the said Premises.
4. THE Premises Owner on receiving the said consideration in full, shall hand over the physical possession of the Flat/Apartment with all the relevant original documents to the Purchaser admits of having been placed in physical possession of the same.

5. ALL COSTS in connection with the formation, preparation, approving, engrossing, stamping and the registration charges of the Flat/Apartment and any legal documents shall be borne and paid by the PURCHASER only.
6. There are no suits, litigations, civil or criminal or any other proceedings pending as against the Seller personally affecting the said Flat/Apartment.
7. There are no attachments or prohibitory orders as against or affecting the said Flat/Apartment and the said Flat/Apartment is free from all encumbrances or charges and/or are not the subject matter of any lis pendens or easements, or attachments either before or after judgment. The Seller has not received any notice either from the Government, Semi-Government or Municipal Corporation regarding any of the proceedings in respect of the said Flat/Apartment.
8. The Sellers has good and clear title free from encumbrances of any nature whatsoever of the said apartment and every part thereof and there are no outstanding estates or effects by way of lease, lien, charges, inheritance, sale, gift, trust, mortgage, or otherwise however outstanding against the said- or any part thereof.
9. The Stamp Duty, Registration Charges, CIDCO charges shall be paid by the **Purchasers** only.
10. Advocate legal fees shall be paid equally by the **Purchaser**.
11. It has been agreed that the transfer charges payable to the society/builder for obtaining the NO OBJECTION CERTIFICATE shall be paid by the both parties equally i.e. 50-50 Only.

13. If Sellers cancel the deal of Any Reason, **Rs. 2,00,000/-** has to pay to Purchasers & IF Purchasers Cancel the Deal of Any Reason **Rs. 2,00,000/-** has been forfeit.
14. The seller and purchaser shall pay the commission / brokerage each side @ **1%**. of the said property cost, to the estate agent, **MR. PRVAIN PILLAI, SEAWOODS**, RERA No. _____ Agent (50% Brokerage shall be paid on part agreement day, rest amount on or before final agreement day.)
15. The Sellers/Vendors have agreed and hereby confirm that the One allotted Stilt Car parking to be transferred to purchasers without any other consideration. As per parking Allotment Letter issued by the Developer/ Builders/ Society.
16. The Sellers/ Transferors agree, undertake that he/she/they will obtain NO OBJECTION CERTIFICATE from the Society/Builder and other requisite documents papers, deeds, & Papers as may required for the Sanction, CIDCO Transfer, Disbursement of Bank Loan in favour of Purchasers/ Transferees.
17. Purchaser/s has satisfied himself/herself with the title of the said Flat/Apartment, amenities, and common areas/facilities of the building and shall not raise any concern regarding the same.

IN WITNESS WHEREAS THE PARTIES hereto have upon set and subscribed their respective hands the day and year first herein above written.

SIGNED, SEALED AND DELIVERED BY
THE Within named “**OWNERS/SELLERS/ TRANSFERORS**”

- 1) MR. ANIKET ANIL MANE**
- and**
- 2) MRS. PADMAJA ANIL MANE**

In the presence of.....

1. _____

2. _____

SIGNED, SEALED AND DELIVERED BY
THE Within named “**PURCHASERS/ “TRANSFEREES”**”
MRS. REEMA SUBHASH SHARMA

In the presence of.....

1. _____

2. _____

RECEIPT

RECEIVED of the sum of A Sum of **RS.2,00,000/- (Rupees- Two Lakhs Only)** paid by Cheque No.000179, Bank- HDFC BANK , Branch- Seawood on dated 27/08/2023 as token money from the within named **“TRANSFEREES/ PURCHASERS” MRS. REEMA SUBHASH SHARMA** Being the **part** consideration payment of Said **Flat/Apartment No.401, on the 4TH Floor, Building No. D-05, Building Known - L&T SEAWOODS RESIDENCES PHASE-I, Plot No. R-1, in the Sector- 40, Node - Nerul, Seawood Darave Railway Station, Navi Mumbai, Taluka & Dist - Thane, along with 1 Car Parking Space No. LG-131 at Lover Ground, Area- 72.81 Sq. Mt. (Carpet area).**

- MOU/Receipt Subject to cheque realization

WE SAY RECEIVED

Rs.2,00,000/-

1) MR. ANIKET ANIL MANE

AND

2) MRS. PADMAJA ANIL MANE

“SELLERS/ TRANSFERORS”

WITNESSES:

1. _____

2. _____