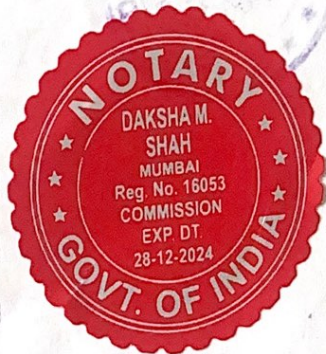




महाराष्ट्र MAHARASHTRA

2023

65AA 785247



श्री. जे. पी. वाईकर

**MEMORANDUM OF UNDERSTANDING:**

Notary Register Sr. No.	544
Date	18/7/23

This Memorandum of Understanding ("MOU"), is made at Mumbai this 18<sup>th</sup> day of July 23

**BETWEEN**

MR. JITENDRA B. THAKARE, PAN NO. AATPT3429M & MRS. NIKITA J. THAKARE, PAN No. ACDPT5862E, having address at Flat No.2403, 24 floor, Sienna Tower, B wing, Lodha Fiorenza, Off. Western express highway, Goregaon East, Mumbai 400063, hereinafter referred to as "TRANSFERORS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his Legal Heirs, Executors, Successors in title, Administrators and Assigns) as Party of the One Part;

Ankit Jain

18 JUL 2023

16061

आडपत्र-२ / Annexure

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दि. २५
२. दस्ताचा प्रकार
३. दस्त नोंदणी करणार आहेत का ?
४. मिळकतीचे थोडक्यात वर्णन
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही.
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही
७. दुसऱ्या पक्षकाराचे नाव
८. परवानाधारक मुद्रांक क्रमांक २०२३ चाही सही व परवाना क्रमांक परवाना क्र.मांक ६००००११

MOU

Ankit Jain Thane - 400601

Kt Jitendra Thackeray Thackeray

मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन इव्हेंट्स  
शांभू नं. २, बिल्डींग नं. ४, कोल्हाट मैदानासमोर,  
साईबाबा मंदिराजवळ, खेरनगर,  
वांद्रा (पूर्व), मुंबई - ४०० ०५४.



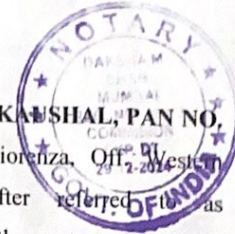
कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केला त्यांनी त्याच  
मास खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे  
७२०६६१०५०६



18 JUL 2023	16061
18 JUL 2023	16061
18 JUL 2023	16061

AND

**MR. ANKIT JAIN, PAN NO. AJEPJ5569L and MRS. MITANSHI KAUSHAL, PAN NO. BORPK6834E**, Indian Inhabitant, having address A1202, Lodha Fiorenza, Off. Western Express Highway, Goregaon East, Mumbai 400063, hereinafter referred to as **"TRANSFEREE"**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their Legal Heirs, Executors, Successors in title, Administrators and Assigns) **as Party of the Other Part;**



**WHEREAS:**

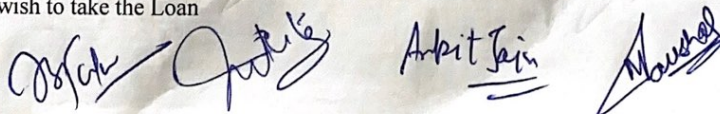
- 1) The TRANSFERORS state that they have a clear title, are exclusive and lawful owner of Flat being No.2403 on the 24th Floor in the Wing – B (Sienna), admeasuring 1378 sq. ft. Carpet area along with Two Car Parking space bearing no. P4 - 65A and 65B in the building known as "Lodha Fiorenza" in Fiorenza CHS Ltd., Off Western Express Highway, Goregaon (East), Mumbai – 400 063. (herein after referred to as the "said Flat" or "said property") more particularly described in the schedule hereunder. They also affirm that there is no encumbrance on the aforesaid mentioned Flat no. B/2403.
- 2) The TRANSFERORS have purchased the said flat from LODHA DEVELOPERS PRIVATE LIMITED by agreement Dated 9<sup>th</sup> November 2015 and registered with Sub-Registrar-Assurances Mumbai under serial no 8509/2015 on 09/11/2015 bearing receipt no 10377 Dt.09/11/2015.
- 3) By being member of the said society viz Fiorenza Ltd., the TRANSFERORS hereby state that the society had issued share certificate no. 250 for fully paid 10 shares of Rs.50 each being distinctive nos. 2571 to 2580 (Both inclusive). The transferors have no objection to transfer the same from their names to name of transferee mentioned herein.
- 4) The TRANSFERORS hereby declare that they are well and sufficiently entitled to said flat and have full right and absolute authority to enter into this MOU and transfer the said flat and they have not done or performed any deed, act or things whatsoever whereby the TRANSFERORS may be prevented from entering into this MOU for sale and transfer of the said flat as purported to be done or whereby the PURCHASERS are not able to get the possession of the said flat against the total payment of full amount under consideration.
- (a) Now the TRANSFERORS are desirous of selling off the Said Flat and the TRANSFEREE have agreed to purchase the Said Flat from the TRANSFERORS. The TRANSFERORS have shared a copy of the ownership agreement and the share certificate with the purchasers.

The block contains four handwritten signatures in blue ink. From left to right, they appear to be: a signature that looks like 'Joginder', a signature that looks like 'Jitendra', a signature that looks like 'Ankit Jain', and a signature that looks like 'Mitanshi Kaushal'.

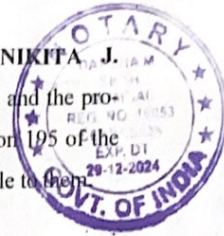
- (b) Upon the strength of the aforesaid representations made by the TRANSFERORS to the TRANSFEREE and the TRANSFEREE believing the same to be true and correct, honest and bonafide, and being satisfied with the documents of the TRANSFERORS and having read the said Agreement thereto, both the parties entered an oral negotiation and pursuant to the negotiations the TRANSFERORS herein has agreed to sell to the TRANSFEREE and the TRANSFEREE have agreed to purchase and acquire from the TRANSFERORS the Said Flat with all rights, title, interest, benefit and with clear and marketable title, free from all encumbrances along with two car parking spaces on the terms and conditions stated below.
- (c) The TRANSFEREE have disclosed that they are availing Housing Loan for the purchase of the Said Flat and that they have to apply for approved Sanction Letter from Bank.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Under this MOU, the TRANSFERORS hereby agrees to sell/ transfer, assign and convey all their rights, title, claim, privilege and interest in the Said Flat, on an as-is-where-is basis as handed over by the Said Developer, for exclusive use of the TRANSFEREE for a consideration of **Rs. 5,22,00,000/- (Rupees Five Crore Twenty Two Lakhs Only)** along with its Existing Furniture and Fixtures (except those listed in Appendix 1) hereinafter referred to as the Said Consideration and the TRANSFEREE agree to purchase and accept the same subject to satisfaction of the terms and conditions stipulated herein. Neither of the parties shall have any right of renegotiation of the Said Consideration under any situation during the course of completion of the deal.
2. Under this MOU, the TRANSFEREE & TRANSFERORS have agreed to the following tranches of payment of the Said Consideration:
  - a. The TRANSFEREE have paid to the TRANSFERORS the earnest amount of **Rs.9,00,000/- (Rupees Nine Lakhs Only)** on the date of signing MOU vide Cheque No. AS-000011 Dated 18/07/2023 drawn on HDFC Bank.
  - b. On receipt of clear funds of the above amount issued by purchasers, the TRANSFERORS shall obtain necessary sale NOC (no objection certificate) for the sale of the said flat in favour of the PURCHASORS from the said Fiorenza CHS Ltd. within **15 days** of signing date of MOU.
  - c. The PURCHASERS agree to pay an amount of **Rs 1,17,00,000/- (Rupees One Crore Seventeen Lakhs Only)** to the TRANSFERORS (including TDS at applicable rates) on or before 21<sup>st</sup> September which would be the time of execution of agreement of sale subject to (i) TRANSFERORS obtaining upfront Sale NOC from the said society and (ii) the PURCHASERS receiving the legal and technical clearance from the bank from which they wish to take the Loan



d. The TRANSFERORS, MR. JITENDRA THAKARE & MRS. NIKITA J. THAKARE are Resident Indians as defined by the Income Tax Act, 1961 and the provisions of deduction of Tax at Source from sale consideration as per Section 195 of the Income Tax Act, 1961 shall apply in respect of the sale consideration payable to them.



e. The remaining full & final payment balance amount **Rs 3,96,00,000/- (Rupees Three Crore Ninety Lakhs Only)** shall be paid to the TRANSFERORS by transferee/transferee bank within **15 (Fifteen)** working days from receiving all documents including Bank / Mortgage NOC issued by FIORENZA CHS Ltd to TRANSFEREE Bank. TRANSFERORS shall hand over all the original documents and physical possession of the said flat against full and final payments.

f. The TRANSFEREE shall hand over a copy of the Bank Home Loan Sanction Letter to the TRANSFERORS at the time of execution of Agreement for Sale. The TRANSFERORS has assured the TRANSFEREE that they will fully co-operate with the TRANSFEREE in getting all the documents required and formalities to be completed for getting the home loan sanctioned and disbursed.

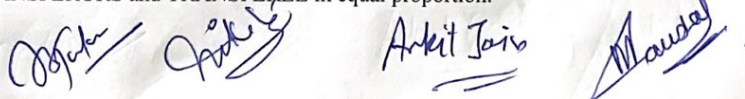
g. Transfer Charges payable to FIORENZA CO-OPERATIVE HOUSING SOCIETY shall be borne by TRANSFEREE and TRANSFERORS equally.

The TRANSFERORS hereby declare that:

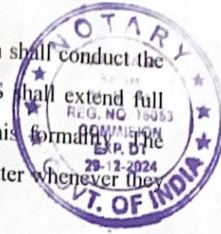
- a. they confirm that there is no loan on said property;
- b. they are the absolute owners of the said Flat including the rights, title, interest and benefits attached thereto and no one else has any right, title or interest in the Said Flat;
- c. they will at the request of the TRANSFEREE whenever required do and execute or cause to be done and execute all such acts, deeds, things and documents for more perfectly assuring the transfer of the Said Flat and all the benefits attached thereto in favour of the TRANSFEREE;
- d. there are no proceedings pending in any Court of Law touching or affecting the Said Flat;
- e. there are no insolvency proceedings pending or contemplated against the TRANSFERORS;
- f. there is no impediment or restraint or injunction against the TRANSFERORS in respect of the Said Flat whereby they have been prevented from selling or transferring the Said Flat to the TRANSFEREE.

3. Under this MOU, the TRANSFEREE & the TRANSFERORS have agreed to the following steps to complete the transaction of sale of the Said Flat:

- a. The TRANSFERORS shall approach the Society for obtaining the NOC in the specified format for the home loan. The Society transfer charges and applicable taxes payable to the said FIORENZA CO-OPERATIVE HOUSING SOCIETY will be shared by TRANSFERORS and TRANSFEREE in equal proportion.



b. The Bank from where the TRANSFEREE are taking the home loan shall conduct the legal and technical verification of Said Flat. The TRANSFERORS shall extend full support and co-operation to the TRANSFEREE in completing this formalities. The TRANSFEREE shall share a copy of their Home Loan Sanction Letter whenever they receive it before execution of agreement for sale.



c. Agreement for Sale shall be finalized between the TRANSFERORS and the TRANSFEREE incorporating all standard and acceptable clauses. A copy of this Agreement for Sale shall be shared with the Bank from where TRANSFEREE are taking the home loan in order to get the same vetted by them and to expedite the loan approval process.

d. The TRANSFERORS shall hand over all the original property documents to the TRANSFEREE for their home loan requirement, as required once registration is done.

4. The TRANSFERORS hereby undertakes and declares that in case any nomination, assignment, lien or charge in respect of the Said Flat has been made and / or created by the TRANSFERORS and / or any one claiming through him prior to this day, in favour of any person or persons other than the said TRANSFEREE, the same shall after the execution of THESE PRESENTS, be deemed to be null and void, in-operative, cancelled and deemed to be withdrawn and not binding upon the said FIORENZA CO-OPERATIVE HOUSING SOCIETY and / or the TRANSFEREE.

5. The TRANSFERORS and the TRANSFEREE shall make all attempts to complete the transaction on or before **20<sup>th</sup> October 2023**, subject to the TRANSFERORS obtaining NOC from the Said Society & other legal formalities (If Any).

6. The TRANSFERORS and the TRANSFEREE are Mutually agreed to give & take peaceful possession on or before **20<sup>th</sup> October 2023**.

7. In the event that the transaction is not completed within this stipulated date then this MOU shall stand cancelled:

a. Due to the fault of the TRANSFEREE – An amount of **Rs.9,00,000/- (Rupees Nine Lakhs Only)** paid by the TRANSFEREE to the TRANSFERORS will be forfeited if the delay is due to any default or non-compliance of terms of this agreement by the TRANSFEREE.

b. Due to the fault of the TRANSFERORS– Without contestation or demur the TRANSFERORS shall return to the TRANSFEREE all the amount received by them towards the Said Consideration along with paying a penalty of **Rs.9,00,000/- (Rupees Nine Lakhs Only)** to the TRANSFEREE within 7 working days if there is any default or non-compliance of terms of this agreement by the TRANSFERORS. Including any documents required by bank for home loan sanction.

8. The Stamp duty and registration charges related to registration shall be borne and paid by TRANSFEREE alone. Transfer charges of the society shall be borne equally by the seller and the TRANSFEREE herein society maintenance, property tax and all utility bills upto date of possession shall be borne by the TRANSFERORS. After date of possession, this will be responsibility of the PURCHASOR.
9. In the event of non-performance of the obligation by any one of the parties, the other party shall have right to enforce this MOU through any Court of Law/ concerned Authority at Mumbai.
10. Once the Agreement for Sale is executed and registered between the TRANSFERORS and the TRANSFEREE, then this MOU shall cease to be valid.

**SCHEDULE OF PROPERTY**

All that piece or parcel of Flat including furniture and fixtures (except those listed in Appendix 1), being No.2403, in the Wing – B (Sienna), admeasuring a carpet area of 1378 Sq. ft and Flats being, in the building known as “LODHA FIORENZA, having address at Off Western Express Highway, Goregaon (East), Mumbai - 400 063 along with Two Car parking spaces bearing no P4 - 65A and 65B situated at CTS No. 586/1 at Pahadi Village, Survey No. 587 (part) and 586 (part).

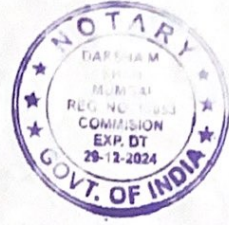
*[Signature]*

*[Signature]*

Ankit Jain

*[Signature]*





APPENDIX 1

Electronics and Electricals:

- 1 4 TVs Nos
- 2 Fridge
- 3 Microwave
- 4 OTG

Furniture:

- 1 1 Bed
- 2 Big Round Center Table
- 3 Small Round Center Table
- 4 Small 2 Seater Sofa
- 5 Water Purifier
- 6 Gas Burner
- 7 Wall Clock

*[Handwritten Signature]*

*[Handwritten Signature]*

Ankit Jain

*[Handwritten Signature]*





IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove stated.

**SIGNED SEALED AND DELIVERED**

By the within named **TRANSFERORS**

1) **MR. JITENDRA THAKARE**

*Jitendra*



2) **MRS. NIKITA J. THAKARE**

*Nikita*



In the Presence of \_\_\_\_\_)

**SIGNED, SEALED AND DELIVERED**

By the within named **TRANSFEEEE**

1) **MR. ANKIT JAIN**

*Ankit Jain*



2) **MRS. MITANSHI KAUSHAL**

*Mitanshi*



In the Presence of \_\_\_\_\_)

**WITNESS:-**

*Punshottam Kumar Jain*  
1104 Woodrose CHS  
Hiranandani Meadows, (Panel 2) *18/07/2023*

(M) 9969220957

*Mr Sachin Narayan Thapar*  
3/19 Ramadas Chaui Takalada  
Mazol Aahelani B  
Mumbai - 400059  
mob no: 9595953898

Notary Register Sr. No.	544
Date	18/07/23

**BEFORE ME**

*D. M. Shah*  
18/07/2023  
DAKSHA M. SHAH  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
C-703, Shubh Shanti Complex, M. G. Road  
Dahisar West, Kandivli (West), Mumbai-400 067.



**RECEIPT**

RECEIVED of and from the within named TRANSFEREE, a sum of **Rs.9,00,000/- (Rupees Nine Lakh Only)** being the Earnest Money for the sale and transfer of Flat being No.2403 along with two car parking spaces, in the Wing – B (Sienna), admeasuring a carpet area of 1378 Sq ft and Flats being, in the building known as "LODHA FIORENZA. , having address at Off Western Express Highway, Goregaon (East), Mumbai - 400 063 as under:-

Sr. No.	Cheque No.	Dated	Drawn on	Amount
1.	000011	18/07/2023	MDFC Bank	Rs.9,00,000/-

(Rupees Nine Lakhs Only) Rs.9,00,000/-

WE SAY RECEIVED

MR.JITENDRA THAKARE

MRS. NIKITA J.THAKARE

TRANSFERORS

Notary Register Sr. No.	544
Date	18/7/23

WITNESS:-

Purshottam Kumar Jain  
1104 Woodrose CHS,  
Hiranandani Meadows, Thane(W) 18/7/2023  
(M) - 9969220957

Mr. Sachin Narayan Phoskar  
3/19 Kumbdas Chawli Parkpada  
Mangal Mandheri Bst Mumbai-400054  
mob no 95951538489 18/07/2023  
Place: Mumbai

Date: 18/7/2023

BEFORE ME  
D. M. Shah 18/07/23  
DAKSHA M. SHAH  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
C-703, Shubh Shanti Complex, M. G. Road,  
Dehrukar Wadi, Kandivli (West), Mumbai-400 067.



  
भारत सरकार  
GOVERNMENT OF INDIA

  
जितेंद्र भास्कर ठाकरे  
Jitendra Bhaskar Thakare  
जन्म तारीख / DOB : 12/07/1970  
पुल्लिंगी / MALE  
3656 3377 8142



आधार - सामान्य माणसाचा अधिकार



*(Handwritten Signature)*



भारतीय विशिष्ट ओळख प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1218/16073/05197

To  
निकिता जितेंद्र ठाकरे  
Nikita Jitendra Thakare  
C-303, VASANT SMRUTI CHS  
OPP. LAWRENCE SCHOOL THAKUR COMPLEX  
KANDIVALI EAST  
Mumbai (Sub Urban)  
Maharashtra 400101  
9820916066

Ref. 65 / 13E / 128659 / 129675 / P



UE456562878IN



आपला आधार क्रमांक / Your Aadhaar No. :

**6007 4936 3139**

आधार — सामान्य माणसाचा अधिकार



भारत सरकार  
GOVERNMENT OF INDIA

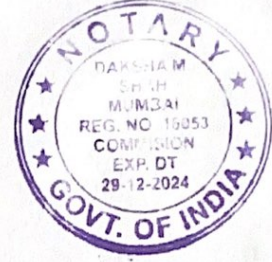


निकिता जितेंद्र ठाकरे  
Nikita Jitendra Thakare  
जन्म वर्ष / Year of Birth 1972  
स्त्री / Female



**6007 4936 3139**

आधार — सामान्य माणसाचा अधिकार





भारतीय विशिष्ट ओळख प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदणी क्रमांक:/ Enrolment No.: 1325/21424/02421

To  
अंकित जैन  
Ankit Jain  
1104, Woodrose CO OP Housing Society  
Thane West  
Hiranandani Meadows  
Thane  
Thane  
Thane Maharashtra - 400601  
8433646880

Download Date: 11/12/2017

Generation Date: 01/12/2017

Signature Not Verified  
UNIQUE IDENTIFICATION  
AUTHORITY OF INDIA  
Date: 01/12/17 12:22:03



आपला आधार क्रमांक / Your Aadhaar No. :

**7798 1919 3622**

माझे आधार, माझी ओळख



भारत सरकार  
Government of India

अंकित जैन  
Ankit Jain  
जन्म तारीख/DOB: 25/02/1989  
पुरुष/ MALE



**7798 1919 3622**

माझे आधार, माझी ओळख



Government of India



सूचना

- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
- ओळखीचे प्रमाण ऑनलाइन ऑथेन्टिकेशन द्वारे प्राप्त करा.
- हे इलेक्ट्रॉनिक प्रक्रिये द्वारे तयार झालेले एक पत्र आहे.

**INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

*Ankit Jain*



भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

**Address:**  
1104, Woodrose CO OP Housing Society, ., Thane West,  
Hiranandani Meadows, Thane,  
Thane,  
Maharashtra - 400601

**पत्ता:**  
1104, वूड्रोसे को ओप हाउसिंग सोसाइटी, ..  
ठाणे वेस्ट, हिरानंदानी मेडोज, ठाणे, ठाणे,  
महाराष्ट्र - 400601

**7798 1919 3622**



help@uidai.gov.in

www.uidai.gov.in

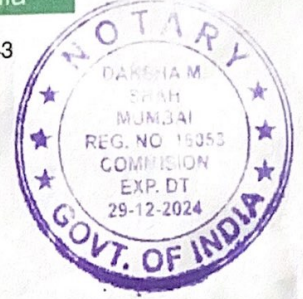


भारत सरकार  
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

नोंदविण्याचा क्रमांक / Enrollment No. : 0000/00755/34743

To  
Mitanshi Kaushal  
मीतांशी कौशल  
1403 Woodrose Co op Housing Society,  
Hiranandani Meadows Off Gladys Alwares Road,  
Thane,  
VTC: Thane, PO: Apna Bazar,  
District: Thane,  
State: Maharashtra, PIN Code: 400610,  
Mobile: 8055014808



54436902



आपला आधार क्रमांक / Your Aadhaar No. :

**2660 0618 0378**

माझे आधार, माझी ओळख



भारत सरकार  
Government of India



Issue Date: 14/09/2017



मीतांशी कौशल  
Mitanshi Kaushal  
जन्म तारीख / DOB: 01/03/1990  
स्त्री / Female

*Mitanshi Kaushal*

**2660 0618 0378**

माझे आधार, माझी ओळख