



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL70535447032808V
Certificate Issued Date : 22-Sep-2023 12:40 PM
Account Reference : IMPACC (IV)/ dl755003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL75500307367725049527V
Purchased by : USHA GAUTAM AND ASHOK KUMAR GAUTAM
Description of Document : Article 58 Memorandum of Settlement
Property Description : FLAT NO.2701, B WING, 27TH FLOOR, LODHA MARQUISE, CTS NO.464,
LOWER PAREL DIVISION, SENAPATI BAPAT MARG, LOWER PAREL,
MUMBAI PIN CODE 400013
Consideration Price (Rs.) : 0
(Zero)
First Party : RAJESH KHURSIJA
Second Party : USHA GAUTAM AND ASHOK KUMAR GAUTAM
Stamp Duty Paid By : USHA GAUTAM AND ASHOK KUMAR GAUTAM
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

This stamp paper is part & parcel of MOU dated 22-09-2023 between Mr. Rajesh Khursija AND Usha Gautam & Ashok Kumar Gautam towards transaction relating to Flat No. 2701 at Lodha Marquise "B" Wing

Rajesh Khursija

Usha Gautam

Usha Gautam
22-9-2023

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Company of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

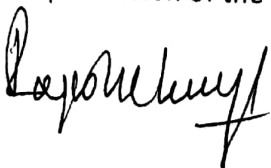


MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and executed at Delhi, on this 22nd day of September 2023 BETWEEN MR. RAJESH KHURSIJA (holder of PAN CARD No. AAIPK0958M and AADHAR CARD No. 3325 8179 3211), adult, Indian Inhabitant, residing at UNIT No.-001, Joshua OMAX FOREST, Sector-92, NOIDA-201301, Uttar Pradesh, hereinafter referred to as the "SELLER" (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include their heirs, executors, administrators and assigns) of the ONE PART AND MRS. USHA GAUTAM WIFE OF MR. ASHOK KUMAR GAUTAM (holder of PAN CARD No. AGTPG5180A, AADHAR CARD No. 5081 7302 6101) AND MR. ASHOK KUMAR GAUTAM SON OF LATE MR. TEJ BAHADUR GAUTAM (holder of PAN CARD No. AFEPG8162J, AADHAR CARD No. 4211 9694 4662), both adults, Indian Inhabitants, residing at C-3, Kinellan Tower, 100 A, Napean Sea Road, Mumbai-400006, hereinafter called the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the OTHER PART.

HEREAS THE SELLER HEREBY EXPRESSLY REPRESENT AND DECLARE TO THE PURCHASERS, AS FOLLOWS:

- a) That by an Understanding Between MR. RAJESH KHURSIJA, the "SELLER" of the ONE PART And MRS. USHA GAUTAM WIFE OF MR. ASHOK KUMAR GAUTAM & MR. ASHOK KUMAR GAUTAM SON OF LATE MR. TEJ BAHADUR GAUTAM, the "PURCHASERS" of the OTHER PART, the latter agree to purchase and acquire from the SELLER, a residential Flat on ownership basis viz., flat admeasuring carpet area of 157.02 Sq mt., 4 BHK bearing Flat No. 2701, 'B' Wing, 27th Floor, in the building known as Lodha Marquise, situated at CTS No. 464, Lower Parel Division, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, along with 3 Car Parking Spaces (hereinafter referred to as the "SAID FLAT").
- b) That the SAID FLAT being in ready possession and the SELLER is entitled to the SAID FLAT along with full lock and key control, with actual custody and dominion over the possession of the SAID FLAT and benefits.






22-9-2023
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c) Upon the strength of the representation and declaration made by the SELLER to the PURCHASERS, the parties have negotiated for Sale and Purchase of the SAID FLAT, admeasuring carpet area of 157.02 sq. mt., 4 BHK together with 3 (Three) Car Parking Spaces and also together with all incidental benefits and right, title, interest, claim, estate, possession and property rights in respect thereof at law, equity and otherwise at or for the total Consideration of **Rs. 7,45,00,000/- (Rupees Seven Crores, Forty Five Lakhs Only)** payable to the SELLER with vacant and peaceful possession of the SAID FLAT with said benefits with legal rights to have and call for all relevant deeds, documents, papers and writings from the SELLER and the concerned parties contemplated by law, as hereinafter mentioned in *these presents* with otherwise clear and marketable title free from all encumbrances and reasonable doubts.

AND WHEREAS now the parties are desirous of executing this Memorandum of Understanding in respect of the SAID FLAT in the said building on the said property with said benefits and accordingly the parties have hereby mutually agreed upon certain terms, conditions, stipulations and covenants in that behalf, as hereinafter appearing:

NOW THIS UNDERSTANDING WITNESSETH AS FOLLOWS:

1. The SELLER shall sell, transfer, assign and assure to the PURCHASERS and the PURCHASERS shall purchase and acquire the SAID FLAT admeasuring carpet area of 157.02 sq. mt., 4 BHK bearing Flat No. 2701, 'B' Wing, 27th Floor, in the building known as Lodha Marquise, situated at CTS No. 464, Lower Parel Division, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, along with 3 Car Parking Spaces, free from all encumbrances for the total Consideration of **Rs. 7,45,00,000/- (Rupees Seven Crores, Forty Five Lakhs Only)** to be paid by the PURCHASERS to the SELLER in the following manner:

a) **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** being the Earnest amount paid on the execution of this Memorandum of Understanding.



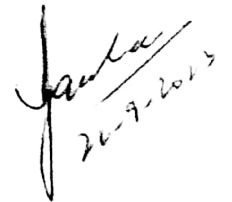
- b) **Rs. 5,51,55,000/- (Rupees Five Crores Fifty One Lakh Fifty Five Thousand Only)** being Part payment to be paid on the registration of Agreement for Sale within 30 days of receipt of the NOC. *but not later than 24th October 2023*
- c) **Rs. 7,45,000/- (Rupees Seven Lakhs Forty Five Thousand Only)** being the TDS (as applicable) to be paid to Income Tax Authorities on the registration of Agreement for Sale.
- d) **Rs.75,00,000/- (Rupees Seventy Five Lakhs Only)** being part home loan foreclosure amount to be paid by the PURCHASERS for credit of Home Loan Account no. PHR012602459392 of the SELLER with the Axis Bank Ltd., on the registration of Agreement for Sale.
- e) **Rs. 1,00,00,000/- (Rupees One Crore Only)** being the balance Full & Final payment to be paid by State Bank of India, from where PURCHASERS are taking the home loan, for credit of Home Loan Account no. PHR012602459392 of the SELLER with the Axis Bank Ltd. towards the balance foreclosure amount, on the registration of Agreement for Sale against vacant and peaceful possession of the SAID FLAT. Original executed Agreement for Sale document to be handed over to State Bank of India on registration of Agreement for Sale. All other documents as per List of Documents given by Axis Bank Ltd. and other relevant documents for transfer of the SAID FLAT to be handed over by SELLER / Axis Bank Ltd. to State Bank of India.

Total Rs.7,45,00,000/- (Rupees Seven Crores Forty Five Lakhs Only).

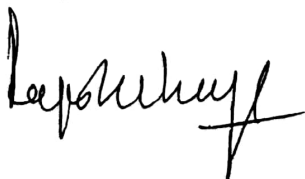
2. It is agreed that the PURCHASERS herein shall be entitled to receive peaceful and vacant possession of the SAID FLAT free from all encumbrances and all other title deeds mentioned herein from the SELLER on the day of payment of the Full & Final Consideration amount stated in clause 1(b), 1(d) and 1(e) hereinabove, save for the original documents as per List of Documents given by Axis Bank Ltd., which shall be handed over by SELLER / Axis Bank Ltd. to State Bank of India.



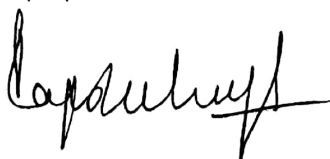




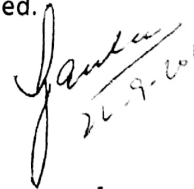
3. On receiving the Full & Final Consideration, the SELLER shall immediately give the PURCHASERS peaceful and vacant possession of the SAID FLAT free from all encumbrances and shall surrender his rights, title and interest in favour of the PURCHASERS and the PURCHASERS shall be entitled to quietly enter upon, hold, occupy, possess and enjoy the SAID FLAT together with the fittings, fixtures and other amenities provided by M/s. Jawala Real Estate Pvt. Ltd., hereinafter referred to as "COMPANY" and/or Marquise Co-Operative Housing Society Ltd., hereinafter referred to as "SOCIETY" as and where it is and absolutely without any let or sub-let.
4. The SELLER shall transfer all their rights, title, interest, claim and benefits whatsoever enjoyed by the SELLER including deposits, if any, in favour of the PURCHASERS and shall cooperate for further assuring in law and for better and more perfectly transferring all the rights, title and interest and benefits of the SELLER in respect of the SAID FLAT unto the PURCHASERS for exclusive use of PURCHASERS thereof as aforesaid. The PURCHASERS shall not be responsible for any dues payable by the SELLER to the said Company or said SOCIETY or any other party.
5. The SELLER shall hand over to the PURCHASERS all those relevant papers, documents in their possession and control relating to the said Flat immediately on receiving the Full & Final Consideration amount and shall also sign such other papers, applications, forms and declarations as may be required by the said PURCHASERS from time to time for effectual transfer of the SAID FLAT in the name of the PURCHASERS. The SELLER hereby agrees to arrange for No Dues Certificate from the Axis Bank Ltd. from where home loan has been taken for the SAID FLAT by the SELLER along with all the original documents as per the List of Documents provided by the Axis Bank Ltd. immediately after registration of the Agreement for Sale and closure of Home Loan of the SELLER.
6. It is also agreed by and between the parties that the Stamp Duty and the Registration Fee/Charges, in respect of this Agreement shall be borne and paid by the PURCHASERS only.



7. It is specifically agreed by and between the parties that all the costs, incidental charges, expenses in connection with the transfer of the SAID FLAT in the records of the said COMPANY and / or the said SOCIETY shall be borne and paid by both the parties equally.
8. As against the Possession Demand Letter dated 15.10.2019 from "M/s Microtec Developer Ltd" following amounts were paid, which were adjustable either against BCAM or FCAM but till the date no credit has been allowed by the society:
1. Adhock Utility Connection Rs. 1,59,000/-
 2. Advance Federation CAM Charges for 60 Months Rs. 3,31,200/-
- The SELLER agreed to pay under protest the current un-adjusted dues of the society and the PURCHASER agreed to refund the same as and when the adjustment allowed by the society to the PURCHASER.
9. The PURCHASERS hereby agrees to get issued Share Certificate from the society directly in their name.
10. It has been agreed between the parties that any additional interest cost of settlement of foreclosure of Axis Bank Home Loan Account no. PHR012602459392, beyond time frame mentioned in point 1(b), i.e., beyond 30 days of issue of NOC by said Company / said Society, if any, shall be on account of the PURCHASER.
11. The SELLER hereby agrees to arrange N.O.C. from the said COMPANY viz., M/s. Jawala Real Estate Pvt. Ltd. and/or the said SOCIETY viz., Marquise Co-Operative Housing Society Ltd., for the PURCHASERS within 25 days from execution of this Memorandum of Understanding.
12. In the event, the SELLER fails to arrange N.O.C. from the said Company viz. M/s. Jawala Real Estate Pvt. Ltd. and/or the said SOCIETY viz., Marquise Co-Operative Housing Society Ltd., for the PURCHASERS within 25 days from execution of this Memorandum of Understanding, the SELLER will be liable to pay back the Earnest amount of Rs. 11,00,000/- (Rupees Eleven lakhs Only) within 5 days and this MOU shall be treated as Cancelled.







13. It is clarified that save and except as provided in clause 12 above, the PURCHASERS shall not be entitled to terminate this MOU under any circumstances whatsoever.
14. In the event this Memorandum is terminated due to wilful default of the PURCHASERS or if after the SELLER has complied with the conditions as stated herein as per time frame mentioned in point 1(b) the PURCHASERS wilfully fail to pay the balance consideration to the SELLER and complete the sale, time being of the essence, then the SELLER shall have an option to terminate this Memorandum and in the event of such termination, the SELLER shall have right to forfeit an amount of Rs. 11,00,000/- (Rupees Eleven Lakh only) out of the Earnest Money paid to the SELLER, as stated hereinabove and refund the balance to the PURCHASERS. In the event that this Memorandum is terminated due to the wilful default of the SELLER after the conditions as stated in point 1(b), 1(c), 1(d) & 1(e) having been complied with, then the SELLER will return the Earnest Money amount and all amounts paid forthwith and an additional amount of Rs. 11,00,000/- (Rupees Eleven Lakh only) being non-compliance charges/cost.
15. The parties shall enter into regular Agreement for Sale in respect of the SAID FLAT.
16. This MOU has been executed at Delhi, however as the property is situated at Mumbai, hence it is subject to the jurisdiction of the courts of law at Mumbai.
17. Original copy of this MOU shall be kept by the PURCHASERS and the SELLER shall keep copy of the same.



THE SCHEDULE HEREINABOVE REFERRED TO:

All that the self contained flat on ownership basis being SAID FLAT admeasuring carpet area of 157.02 sq. mt., 4 BHK bearing Flat No. 2701, 'B' Wing, 27thFloor, in the building known as Lodha Marquise, situated at CTS No. 464, Lower Parel Division, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, along with 3 Car Parking Spaces.

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

SIGNED AND DELIVERED
by the within named "SELLER"
MR. RAJESH KHURSIJA

in the presence of PREM CHANDRA JHA
Premchandra Jha

SIGNED AND DELIVERED
by the within named "PURCHASERS"
MRS. USHA GAUTAM
WIFE OF MR. ASHOK KUMAR GAUTAM

MR. ASHOK KUMAR GAUTAM
SON OF LATE MR. TEJ BAHADUR GAUTAM

in the presence of Aditya Khursija
Aditya Khursija

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RECEIPT


RECEIVED of and from the PURCHASERS(MRS. USHA GAUTAM & MR. ASHOK KUMAR GAUTAM), a sum of Rs. 11,00,000/- (Rupees Eleven Lakhs Only), being the Earnest amount paid by them to the SELLER, as stated in Clause 1(a) above in respect of Flat admeasuring carpet area of 157.02 sq. mt., 4 BHK bearing Flat No. 2701, 'B' Wing, 27th Floor, in the building known as Lodha Marquise, situated at CTS No. 464, Lower Parel Division, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, along with 3 Car Parking Spaces, which I have agreed to sell to them, as per the terms of this Understanding.

<u>Sr. No.</u>	<u>Date</u>	<u>Chq No.</u>	<u>Bank/Branch</u>	<u>Amount (Rs.)</u>
1.	22/09/2023	271419	Axis Bank Ltd., Cuffe Parade, Mumbai.	Rs.11,00,000/-

I Say, Received
(Rs. 11,00,000/-)


MR. RAJESH KHURSIJA

WITNESSES:

1. PREM CHANDRA JHA 
2. Aditya Khursija 