



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००२७
18 SEP 2023
समक्ष अधिकारी

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into at Mumbai on this _____ day of OCTOBER – 2023;

B E T W E E N

MR. ASHUTOSH ANANDKUMAR SAMARTH, Age 54 Years, having PAN No. AWPPS4134A, Indian Inhabitant of Mumbai, residing at : Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar Sagar Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400 024, hereinafter referred to as the “VENDOR / TRANSFEROR”, (Which expression shall mean and include her heirs, executors and administrators etc.) of the PARTY OF THE FIRST PART;

A
[Signature]

[Signature]

R. Rishi Jari
[Signature]

जोड़ना - १ Annexure - 1

फरस प्रमाणपत्र / Only For Affidavit

मुद्रांक विभाग सेवा - दावे वाले :

मुद्रांक विभाग सेवा - दावे वाले के पता :

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मुद्रांक विभाग सेवा - दावे वाले का पता :

SUNIL B. UHORPADE
Advocate High Court
Mumbai District Court
155/123,
1st Floor, Netru Nagar
Mumbai - 400 024

19 OCT 2023

आर. वसंत बाघमारे

A N D

(1) MR. VIMAL CHANDRA PRAKASH JAIN, Age 43 Years, having PAN No. ADKPJ3480C & (2) MRS. RIYA VIMAL JAIN, Age 46 Years, having PAN No. BCKPJ4596H, both Indian Inhabitants of Mumbai, both residing at : Flat No.680,Building No.25, 6th floor,Nehru Nagar Rajat CHS Ltd., Nehru Nagar, Kurla (East), Mumbai-400 024, hereinafter referred to as the "PURCHASERS/TRANSFEREES"(Which expression shall mean and include their heirs, executors, administrator etc.) of the PARTY OF THE SECOND PART.

WHEREAS The Vendor / Transferor is absolute owner / occupier / possessor / member in respect of **Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar Sagar Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai - 400 024, admeasuring 520 Sq. Fts. Carpet Area,** (hereinafter referred to as the "**said FLAT PREMISES**").

AND WHEREAS the residents of the building have formed themselves in Co-operative Housing Society in the name as "Nehru Nagar Sagar Co-operative Housing Society Ltd." having its Registered No. B.O.M. (W-L) HSG (OH) / 3533 / 88-89 Dt. 29/09/1988 and the present Vendor / Transferor is the member of the said society. The said society having address at : Building No. 67, Nehru Nagar, Kurla (East), Mumbai - 400 024.

AND WHEREAS the present Vendor/Transferor has been admitted as member of the society and has been issued / transferred Share Certificate No. 011 consisting of 05 shares of Rs. 50/- each having share distinctive numbers from 51 to 55 (both inclusive) on 12/01/2017.Thus the present Vendor/Transferor does have rights to enter into transaction for sell/ transfer of above flat premises to Purchasers .

AND WHEREAS the Vendor/Transferor has been paying the Municipal taxes and other outgoings to the said Board regularly and society's maintenance charges, any other charges etc. applicable regularly.

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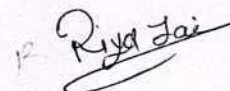
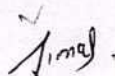
R. Riya Jain

AND WHEREAS as on today the present Vendor/ Transferor is only person having all lawful rights, entitlements in respect of the above flat premises and nobody does have any rights over the said flat premises except Vendor / Transferor and hence he has all rights to enter into present transaction and execute present MOU.

AND WHEREAS the parties hereto are desirous of recording the said sale of the said flat and their interest in the share in to writing.

NOW THIS INDENTURE OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER :-

1. That the Recitals contained herein shall form internal part of this Memorandum of Understanding.
2. That the Vendor/Transferor hereby agrees to sell the said **Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar Sagar Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400 024, admeasuring 520 Sq. Fts. Carpet Area**, which is in his possession and occupation at and for the total cost / price / consideration of **Rs. 1,06,00,000/- (RUPEES ONE CRORE SIX LAKHS ONLY)**.
3. That out of the total consideration mentioned above sum of **Rs.80,00,000/-(RUPEES EIGHTY LAKHS ONLY)** shall be shown as Consideration in the Agreement For Sale which is going to be registered due to personal difficulties of both parties. The balance amount of the consideration i.e. sum of **Rs. 26,00,000/- (RUPEES TWENTY SIX LAKHS ONLY)** shall be paid by way of cash and the said amount shall not be reflected in the Agreement for Sale which is going to be registered. The said amount shall be paid before registration of Agreement For Sale.
4. That the Purchasers / Transferees have already made the **PART** payment of the consideration of **Rs. 15,21,000/- (RUPEES FIFTEEN LAKHS TWENTY ONE THOUSAND ONLY)** to the Vendor / Transferor towards the **TOKEN AMOUNT/ PART PURCHASE** price of the said flat by way of Cash, the detail of the said payments are as under :-



Sr. No.	Amount	Particular
1.	Rs. 21,000/-	By Cash on 31 / 07 / 2023
2.	Rs. 5,00,000/-	By Cheque No.221061 Dt.15/10/2023 of ICICI Bank, Mumbai-400 08.
3.	Rs. 9,20,000/-	By Cheque No.221063 Dt.17/10/2023 of ICICI Bank, Mumbai-400 08.

Rs.15,21,000/- (RUPEES FIFTEEN LAKHS TWENTY ONE THOUSAND ONLY). This being **PART PAYMENT** of the consideration the receipt whereof the Vendor / Transferor doth hereby admits and acknowledges at the bottom of Agreement for Sale.

5. That Purchasers going to avail Housing Loan and they by pay the balance amount of the consideration i.e. **Rs. 90,79,000/- (RUPEES NINETY LAKHS SEVENTY NINE THOUSAND ONLY)** to Vendor/Transferee on or **before 60 days from the date of execution of present MOU.**

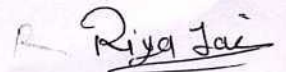
6. That 1 % TDS on consideration i.e. sum of **Rs. 80,000/- (RUPEES EIGHTY THOUSAND ONLY)** shall firstly be paid by Purchasers/ Transferees to Income Tax authority and Certificate / Challan to that effect shall be handed over to Vendor / Transferor. The amount of TDS is part and parcel of the total consideration.

7. That the Vendor/Transferor undertakes to give the exclusive physical possession of the above said flat premises to the Purchasers/ Transferees after receipt of the remaining amount of the consideration.

8. That it has been agreed between the parties that Purchasers/Transferees shall pay the monthly dues to the Board and society after handing over the physical possession of the flat premises to him.

9. That the Purchasers / Transferees hereby further agreed and abide by the rules, regulations and bye-laws of society, which would be enforced from time-to-time by the Nehru Nagar Shri Siddhi Co-operative Housing Society Ltd., formed as stated hereinabove.





10. That the Vendor / Transferor hereby declares that the said Flat premises is free from encumbrances of every nature and no suit or litigations are pending in any Court of Law nor the said flat premises is subject matter of any attachment. The Vendor/Transferor hereby agrees and undertakes that if the said Purchasers/ Transferees are put to loss or damage at any time in further due to any suit or proceedings or attachment not disclosed hereby in respect of the above said flat, the Vendor / Transferor shall indemnify the Purchasers / Transferees.

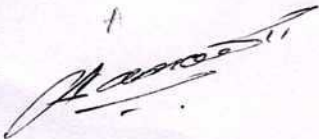
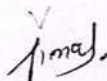
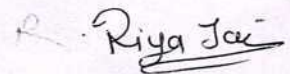
12. It is agreed between the parties that the NOC charges (Donation) of the Society shall be paid equally by both parties and Stamp Duty and Registration Charges will be paid by Purchasers / Transferees themselves.

SCHEDULE OF PROPERTY

All that Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar Sagar Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400 024, admeasuring 520 Sq. Fts. Carpet Area, consisting of 1 Room + Kitchen + W.C. + Bath Room. The Building has been constructed by MHADA in the year 2021-2022 on Survey Nos. 229 & 267, C.T.S. No. 12 (Part), "L" - Ward, Mumbai Suburban District, Kurla - 3. The Building is Stilt Parking + 17 floors, with lift and parking facility. All tenements are residential premises.

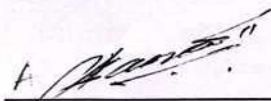
The Building is surrounded by :

On or towards the North by	:	12.20 Ttrs Road;
On or towards the South by	:	12.20 Ttrs Road;
On or towards the West by	:	Building No. 69 .
On or towards the East by	:	Building No. 65.

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

SIGNED AND DELIVERED by the)
withinnamed **VENDOR /**)
TRANSFEROR)



MR. ASHUTOSH ANANDKUMAR)
SAMARTH)

Thumb

PARTY OF THE FIRST PART)

In the presence of)

1. _____


2. _____

A N D

SIGNED AND DELIVERED by the)
withinnamed **PURCHASERS /**)
TRANSFEREES)



(1) MR. VIMAL CHANDRA)
PRAKASH JAIN)



(2) MRS. RIYA VIMAL JAIN)

PARTY OF THE SECOND PART)

In the presence of)

1. _____

2. _____

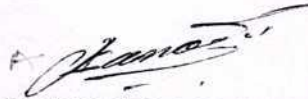
RECEIPT

RECEIVED of and from the within named Purchasers / Transferees (1) **MR. VIMAL CHANDRA PRAKASH JAIN & (2) MRS. RIYA VIMAL JAIN** the sum of **Rs.15,21,000/- (RUPEES FIFTEEN LAKHS TWENTY ONE THOUSAND ONLY)** as mentioned above, being **TOKEN AMOUNT /PART PAYMENT** of the consideration for the sale of **Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar Sagar Co-operative Housing Society Ltd., Nehru Nagar, Kurla (East), Mumbai – 400 024** by way of **Cash & Cheque** mentioned above.

I SAY RECEIVED Rs. 15,21,000/-

as above

Subject to Realizations of cheques.



MR. ASHUTOSH ANANDKUMAR SAMARTH

(Vendor / Transferor)

Witnesses:-

1. _____

2. _____

**The payment schedule of payment of the consideration of
Flat No. 301, 3rd Floor, Building No. 67, Nehru Nagar
Sagar Co-operative Housing Society Ltd., Nehru Nagar,
Kurla (East), Mumbai – 400 024.**

Sr. No.	Amount	Particulars	Signature of Vendor	Signature of Purchasers
1.	Rs. _____/-			
2.	Rs. _____/-			
3.	Rs. _____/-			
4.	Rs. _____/-			
5.	Rs. _____/-			
6.	Rs. _____/-			
7.	Rs. _____/-			
8.	Rs. _____/-			
9.	Rs. _____/-			