

AND

1) Mr. CHETANKUMAR BHAUSAHEB DUBANE, aged about 38 years, having Pan No. ANZPD8291N, Aadhaar No. 9623 5351 5973, and 2) Mrs. NEHA CHETANKUMAR DUBANE, aged about 31 years, having Pan No. BISPD2766P, Aadhaar No. 2702 1770 3399, both adults, Indian Inhabitant, both residing at 33, Pankaj, New Mandala, DAE Quarters, Anushaktinagar, Mumbai 400 094, hereinafter for brevity's sake called "**THE PURCHASERS / TRANSFEREES**" (which expression shall unless repugnant to the context or meaning thereof shall include their heirs, executors, administrators and assigns) of the **SECOND PART**,

WHEREAS:-

a. WHEREAS the VENDOR / TRANSFEROR herein is a joint owner along with his deceased Wife i.e. Mrs. Marjulata Sahu in respect of Residential Flat Premises along with his Membership Number AV-24 situated at Anuvihar Co-operative Housing Society Ltd., Plot No. 21, Sector - 5, Pushpak Nagar, Navi Mumbai 410 206, with CIDCO plot allotment and about equal share in 3290 Sq. Mtrs. Plot with 88 members etc., hereinafter referred to as "Flat Premises together with CIDCO plot allotment and about equal share in 3290 Sq. Mtrs. Plot with 88 members etc.,

b. WHEREAS the VENDOR / TRANSFEROR above named along with his wife are the members of the Anuvihar Co-operative Housing Society Ltd., at Plot No. 21, Sector - 5, Pushpak Nagar, Navi Mumbai 410 206, which is registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. N.B.O.M/CIDCO/HSG/(T.C)/M449/JTR/YEAR 2019-20 Dated 18.02.2020, hereinafter for brevity sake is referred to as "**THE SAID SOCIETY**".

c. WHEREAS the VENDOR / TRANSFEROR above named along with his wife are the members and registered share holder of the Anuvihar Co-operative Housing Society Ltd., at Plot No.



21, Sector - 5, Pushpak Nagar, Havi Mumbai 410 206, and jointly hold in all its 10 (TEN) shares of the said society of the face value of ₹. 50/- each, bearing Shares No. 231 to 240 (both inclusive) of Share Certificate No. 024, Member's Regn. No. AV-24, hereinafter for brevity sake is referred to as "THE SAID SHARES"

d. WHEREAS unfortunately said Mrs. Manjulata Sahu expired on 15/04/2023 During her life time she had bequeathed the said premises to VENDOR / TRANSFEROR in her Will dated 30-04-2023, Therefore after her demise VENDOR / TRANSFEROR is entitled for sole ownership of above said premises.

e. AND WHEREAS the VENDOR / TRANSFEROR is now willing & desirous to sell and transfer the said Flat Premises to the PURCHASERS / TRANSFEREES and the PURCHASERS / TRANSFEREES have agreed to purchase the said Flat Premises from the VENDOR / TRANSFEROR, and therefore consent of the society agreed to sell and transfer the said Flat Premises along with all his rights, titles, interests, claims and benefits in the said Society to the PURCHASERS / TRANSFEREES above named and the PURCHASERS / TRANSFEREES have agreed to acquire and get transferred in their names the above Flat Premises along with its Shares along with all its rights, titles, interests, claims and benefits in the said Society for the total sale consideration amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs only), being the present value of the property thereof.

THEREFORE BOTH THE PARTIES HEREIN HAVE MUTUALLY AGREED INTO THIS MEMORANDUM OF UNDERSTANDING FOR THE FOLLOWING TERMS AND CONDITIONS:-

1. Total sale consideration for the aforesaid Flat Premises along with its shares is fixed at Rs. 45,00,000/- (Rupees Forty

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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जिल्हा कोषागार कार्यालय, ठाणे  
26 OCT 2023  
मुद्रांक प्रमुख लिपीक / लिपीक

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into at MUMBAI on this 31 day of OCTOBER, 2023, IN BETWEEN:-

**Mr. SUKANTA KUMAR MISHRA**, aged about 49 years, having Pan No. ADJPM0350R, Aadhaar No. 5769 2714 8279, an adult, Indian Inhabitant, residing at Flat No. 17, Venkatgiri Building, Anushaktinagar, Mumbai 400 094, hereinafter for brevity's sake called "**THE VENDOR / TRANSFEROR**" (which expression shall unless repugnant to the context or meaning thereof shall include his heirs, executors, administrators and assigns) of the **FIRST PART;**

*[Handwritten signatures]*

Five Lakhs only), which has been confirmed by both the parties as mentioned above.

2. Mode of payment to be paid by the PURCHASERS / TRANSFEREES to the VENDOR / TRANSFEROR are as follows:

- i. The PURCHASERS / TRANSFEREES have paid a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only), by way of Cheque bearing No. 573225, dtd. 30-10-2023, drawn on State Bank of India, BARC Trombay Branch, to the VENDOR as an Initial Advance part payment as on dated 30-10-2023.
- ii. Balance consideration amount of Rs. 40,00,000/- (Rupees Forty Lakhs only), shall be paid by the said PURCHASERS / TRANSFEREES to the VENDOR / TRANSFEROR within a period of ..... months from date of this M.O.U., against receiving the vacant and peaceful physical possession of the said Flat Premises.

3. The VENDOR / TRANSFEROR shall execute and sign all the necessary transfer documents pertaining to the above mentioned dealing and shall co-operate in time to time for finalisation of this transaction and for the transfer of the said Flat Premises along with its shares in the name of the PURCHASERS / TRANSFEREES herein.

4. It is agreed in between both the parties that the said transaction shall not be cancelled by either of parties. In case it happens, then in that circumstances the VENDOR / TRANSFEROR shall refund the entire consideration amount received by him to the PURCHASERS / TRANSFEREES.

5. THE VENDOR / TRANSFEROR DO HEREBY COVENANT WITH THE PURCHASERS / TRANSFEREES:

- i. That the VENDOR / TRANSFEROR is the sole owner of the said Flat premises and no other person or persons had or has any right, title, interest, claim, or demand