

MEMORANDUM OF UNDERSTANDING (M.O.U)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into at Navi Mumbai, on this _____ day of **NOVEMBER 2023**,

BETWEEN

1. **MR. SAMBIT NANDA**, aged 37 years, (PAN NO – AEEP6762Q- AADHAR CARD NO. 9763 1575 1462), AND 2. **SHRI. JYOTIRMAYEE N. NANDA**, aged 59 years, (PAN NO – ABXPN1630P - AADHAR CARD NO. 2347 6492 0887), an adults, Indian Inhabitants, both residing at A/302, Amit Nagar – 2, Yari Road, Versova, Mumbai - 400061, hereinafter referred to as "**THE SELLERS**" (which expression shall where the context so admits, be deemed to include his /her /their legal heirs, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

- 1. MR. AVINASH RAGHUNATH PAWAR**, aged 31 years, (ADHAAR CARD NO. – 5188 0249 7456), **AND 2. MISS. SHWETA ATMARAM RAUT, after marriage MRS. SHWETA AVINASH PAWAR**, aged 28 years, (PAN NO – DIDPR3315H- ADHAAR CARD NO. –4129 5427 2915) an adults, Indian Inhabitants, both are residing at Flat No. 204, A – Wing, Plot No. 17A, Bhakti, Sector – 12A, Bonkode, Koperkhairane, Navi Mumbai – 400709, hereinafter referred to as "**THE PURCHASERS**" (which expression shall where the context so admits, be deemed to include his/her/their heirs, executors, administrators, and representatives) of the **SECOND PART**.

WHEREAS: The SELLERS are the lawful owners of **FLAT NO. – 604/A, 6TH FLOOR, WING – A, IN BUILDING “BHAKTI ANUGAN CHSL”, PLOT NO. A - 17, SECTOR – 12 - A, KOPERKHAIRANE, NAVI MUMBAI -400709, ADMEASURING 460 SQ. FTS. BUILT UP AREA**, hereinafter referred to ‘the SAID FLAT’. The ‘SELLERS’ is in possession of the said Flat since they had purchased the same.

AND WHEREAS: The SELLERS has agreed to sell and the PURCHASERS have agreed to purchase the above said Flat for a Total consideration of **Rs.48,00,000/- (Rupees Forty Eight Lakhs Only)**, which is free from all encumbrances.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The PURCHASERS has agreed to purchase the said Flat for the total consideration of **Rs.48,00,000/- (Rupees Forty Eight Lakhs Only)** which is free from all encumbrances.
2. The PURCHASERS has agreed to pay the said consideration of

Rs.48,00,000/- (Rupees Forty Eight Lakhs Only) in the following manner:

- a) A sum of **Rs.4,00,000/- (Rupees Four Lakhs Only)** paid by Cheque No. 019869, SBI Bank, Koperkhairane Branch on **19/11/2023**.
- b) Balance sum of **Rs. 44,00,000/- (Rupees Forty Four Lakhs Only)** shall be paid within 45 days from the date of registration of Part payment Agreement by raising Loan from any Bank/Financial Institutions.
3. In case any delay from the PURCHASERS for making the balance payment within the stipulated period then at 18% per annum interest shall be charged on the balance payment by the SELLERS.
4. The SELLERS shall clear all dues such as Electricity bill, maintenance charges, all society dues, property tax, Mahanagar Gas Bill, etc. till handing over the physical possession.
5. The PURCHASERS has inspected all the available documents of the said Flat till date and satisfied with all the documents of the said property.
6. Stamp Duty, Registration charges or any other charges payable to the concerned authorities shall be paid by the PURCHASERS.
7. Transfer charges payable to the Society for NOC shall be paid by SELLERS.
8. The SELLERS shall handover the possession of the said Flat Premises on getting full and final Sale Price.
9. The Broker Name – RAJESH RAMBACHAN GUPTA, PAN NO. AFKPG5458H, AADHAR CARD NO. 2140 3018 3788, will get 2% - 2% interest as per mentioned value of the Agreement, with both the parties, i.e the SELLERS and the PURCHASERS.

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

SIGNED AND DELIVERED BY THE

Within named “**THE SELLERS**”

1. MR. SAMBIT NANDA

2. SHRI. JYOTIRMAYEE N. NANDA

In the presence of

1.

2.

SIGNED AND DELIVERED BY THE

Within named “**THE PURCHASERS**”

1. MR. AVINASH RAGHUNATH PAWAR

**2. MISS. SHWETA ATMARAM RAUT,
after marriage MRS. SHWETA AVINASH PAWAR**

In the presence of

1.

2.

RECEIPT

RECEIVED with thanks from the PURCHASERS, 1. **MR. AVINASH RAGHUNATH PAWAR** and 2. **MISS. SHWETA ATMARAM RAUT**, after marriage **MRS. SHWETA AVINASH PAWAR**, the sum of **Rs.4,00,000/- (Rupees Four Lakhs Only)** being the Part Payment respect of the sale price of **FLAT NO. – 604/A, 6TH FLOOR, WING – A, IN BUILDING “BHAKTI ANUGAN CHSL”, PLOT NO. A - 17, SECTOR – 12 - A, KOPERKHAIRANE, NAVI MUMBAI -400709, ADMEASURING 460 SQ. FTS. BUILT UP AREA.**

MODE OF PAYMENT

DATE	BANK	MODE OF PAYMENT	AMOUNT
19/11/2023	SBI BANK, KOPERKHAIRANE BRANCH.	Cheque No. 019869. (Cheque subject to Realisation)	Rs.4,00,000 /-
TOTAL			Rs.4,00,000/-

WE SAY RECEIVED
Rs.4,00,000/-

1. MR. SAMBIT NANDA

2. SHRI. JYOTIRMA YEE N. NANDA

(SELLERS)

Witnesses:

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