

महाराष्ट्र MAHARASHTRA

O 2023 O

79AA 383674



### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING has been entered into at Mumbai on this 11 th Day of December, 2022,

#### **BETWEEN:**

MR. GOVIND N MULCHANDANI, (PAN. AAXPT0929J), aged 54 years, adult, Indian Inhabitant, residing at 45-B, Collectors Colony, R.C. Marg, Mahul Road, Chembur, Mumbal, Maharashtra — 400074, hereinafter referred to as the "SELLER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) as the Party of the FIRST PART;

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...2/-

particularly described in the "Schedule" hereunder written for full cost price / consideration of Rs. 13450,000 (Rupees One or Thisty Only) (inclusive of 1% T.D.S. U/s. 179 A of the Income Tax Act, 1961). Four lakes Fifty Thousand

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<ol> <li>पुढांक विक्री नोंदवही अनु क्रमांक / दिनांक</li> <li>दरनाचा प्रकार</li> </ol>	1 13 100	_
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८. मुद्रांच शुर्ग रक्कम	<u></u>	
५ परवानाधारक मुद्राक विकल्पाची राही व परवाना क्रमांक तसत्त मुद्राक विक्रेत्याची विकाण/पत्ता	िलेश सी. भोजने प्रकास ३.४२०४०२३ सी—२/ ४/०:१, संबर्प-र	Ž.
ज्या कारणासाठी ज्यांनी मुद्रांक खरे भ्याक खरंदी कल्यापासून ६ मा	वाशा, नया मुबद्द हर्ग	मार्ठ इ

79AA 383674

# MEMORANDUM OF UNDERSTANDING

The LE HORANDUM OF UNDERSTANDING has been entered into at Mumbal on this If the Day of December 2012

### BETWEEN:

Idl. GCVIND N MBLCHANDANI, (PAN. AAXPT0828J), aged 54 years, adult, increan helpfaled, residing at 45 E. Collectors Colony, R.C. Marg, Mahul Road, Chembur; Maharashtra — 400074, hereinafter reterred to as the "SELLER" (which reterred to as the "SELLER" thich works and shall unless repugnant to the context or meaning thereof be deemed to mean an increase his respective heirs, executors, administrators and assigns) as the Party of the Party of the Party of Party.

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#### AND

MRS. SANGEETA PRADEEP JADHAV (PAN: BLIPS 5585E) aged 40 years, an adults, Indian Inhabitant, residing at 2, Sahavas CHS, R.C. Marg, Opp. Golden lawn, Chembur, Mumbai, Maharashtra 400071. hereinafter referred to as the "PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors, administrators and assigns) the Party of the Second Part.

MUM/W-M/HSG/(TC)/11051/2018-19/Year 2018 dated 29.11.2018 WHEREAS the SELLER is absolute Member of RAJ EK JYOT SUKRITI; a Co-op. Housing Society registered under the Maharashtra Societies Act, vide Registration No. having its office at Society's building, RAJ EK JYOT SUKRITI, Plot No. 611, Chembur Naka, Chembur, Mumbai - 400071, hereinafter referred to as the "the sald Society", and being a member, the SELLER is holding (\_) 10 fully paid up Shares of Rs. 50 /- each bearing Distinctive Nos 22 to 23 (both inclusive) held under Share Certificate No. 22, of the Society dated 29.11.2018, hereinafter referred to as "the said Shares" and is in use and occupancy of Flat No. 601, 6th Floor, A Wing in the building belonging to RAJ EK JYOT SUKRITI, Plot No. 61, Chembur Naka, Chembur, Mumbai – 400071, admeasuring area of 453 Sq. Ft. (Carpet) with Car Parking Space (more particularly described in the schedule hereunder written) hereinafter referred to as "the said Flat".

AND WHEREAS the SELLER has agrees to sell the said Flat No. 601, 6th Floor, in the building belonging to RAJ EK JYOT SUKRITI, Plot No. 61, Chembur Naka, Chembur, Mumbai – 400071, admeasuring area of  $\mu S$  Sq. Ft. (Carpet) with Car Parking Space on plot of land bearing CTS No.431 of Village Chembur, comprising of One Bedroom, Hall with Kitchen and W.C. Bathroom, to the PURCHASER subject to the rights of the said Flat and the PURCHASER has agrees to purchase and acquire from the SELLER the said Flat for the consideration and on the terms and conditions as appearing hereinafter.

AND WHEREAS the parties hereto are desirous of recording the Terms and Conditions agreed between them as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

Subject to the SELLER receiving full and complete consideration as mutually agreed herein, the SELLER has agrees to sell, transfer and assign the said Flat to the PURCHASER and the PURCHASER shall upon making full payment to the SELLER, shall purchase and acquire from the SELLER the said Flat more particularly described in the "Schedule" hereunder written for full cost price / consideration of Rs. 1345000 (Rupees One Co Thirty Only) (inclusive of 1% T.D.S. U/s. 179 A of the Income Tax Act, 1961). Fow lakhs Fifly Thousand

The said consideration shall be paid by the PURCHASER to the SELLER as follows:-

(a) The sum of Rs.5,00,000 (Rupees <u>Five Jakhs Owly</u> only) by Cheque No. 12198590 by dated 11th December, 2023, <u>UNION</u> BANK OF Bank, <u>BADLAP</u> Mumbal Branch paid by the PURCHASER on this 11th December, 2023 being the earnest Money / First Part Payment (the payment and receipt whereof the SELLER doth hereby admit and acknowledges).

- (b) The Purchaser assured to pay the balance sum of Rs. 1,29,50,000 (Rupees \_\_\_\_\_\_) on or before 8<sup>th</sup> February, 2024 from the date of this MOU. It is agreed by and between both the parties that if the PURCHASER cancels the Deal or shall not make the balance payment on or before 8<sup>th</sup> February, 2024 from the date of execution of MOU, the amount of Rs. 5,00,000 /- (Rupees (Rupees (Rupees))) shall be forfeited. If the SELLER cancels the Deal within the stipulated time i.e. 8<sup>th</sup> February, 2024 from the date of execution of MOU, the advance amount of Rs. 5,00,000 /- (Rupees (Rupees)) along with the balance amount paid by the PURCHASER shall be returned by the SELLER TO THE PURCHASER and the SELLER shall pay the penalty of Rs. 10,00,000 /- (Rupees (Rupees)) to the PURCHASER within 15 days from the date of such cancellation.
- The PURCHASER has prior to execution of this MOU inspected, verified the title
  of the SELLER to the said Flat and has satisfied themselves in this regard and has
  found the same on Clear & Marketable, free from all encumbrances.
- 4. It is agreed by the SELLER that he shall obtain **No Objection Certificate** for Sale from the said Society for payment of Stamp Duty and Registration.
- On the PURCHASER making full payment of the above consideration to the SELLER, the SELLER shall execute final Agreement for Sale / Sale Deed in favour of the PURCHASER.
- All costs, charges and expenses of incidental to this Agreement and Sale / Sale
   Deed completion including Stamp Duty, Registration and Transfer Charges shall
   be borne by the PURCHASER alone.
- 7. The SELLER shall pay and clear all the rates, taxes, levies and outgoing expenses such as Society Maintenance, Electricity Bills, Mahanagar Gas Charges, if any, till the date of handing over the possession to PURCHASER.

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- 8. The SELLER further declares that he has not at point of time sold, transferred, mortgaged, charged the said premises in favour of any other person or persons and the said premises is absolutely free from all encumbrances and reasonable doubts, claims and demands whatsoever and that he is fully entitled to deal with or dispose off the same and undertakes to keep the PURCHASER indemnified in this behalf..
- All Expenses subject to flat Registration, Stamp Duty, Society Transfer and legal Fees for Registration to be paid by Purchaser.

# THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of a residential Flat No.601, 6th Floor, in the building known as RAJ EK JYOT SUKRITI, Plot No. 611, Chembur Naka, Chembur, Mumbai – 400071, admeasuring area of 453 Sq. Ft. (Carpet) with Car Parking Space, on plot of land bearing CTS No.421 of Village Chembur, comprising of One Bedroom, Hall with Kitchen and W.C. Bathroom, and it is in the Municipal limits of "M" Ward of Municipal Corporation of Greater Mumbai and consisting Stilt + Seven Floors.

**IN WITNESS WHEREOF** the parties hereto have signed this MOU on the day and year first within named written above.

SIGNED AND DELIVERED by	}	
the withinnamed "SELLER"	}	Parit Journ
MR. GOVIND N MULCHANDANI in the presence of Maying  1. Maying Maying  2. May Mahahasa	Bou	hon'

SIGNED AND DELIVERED by

the withinnamed "PURCHASERS"

MRS. SANGEETA PRADEEP JADHAV in the presence of ......

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## RECEIPT

PRADEEP JADHAV a sum of Rs. 500,000 /- (Rupees <u>Five Laths</u> only) Cheque No. 12198590by dated 11 December, 2023, <u>Union Bank Bank Ballapur Mumbai</u>

Branch being the Earnest Money / First Part payment against the full cost price / consideration amount of Rs. 1,24,50,000 (Rupees only) paid by him to me for sale and transfer of my Flat No. 601, 6th Floor, in the building known as RAJ EK JYOT SUKRITI, Plot No. 611, Chembur Naka, Chembur, Mumbai – 400071, admeasuring area of 453 Sq. Ft. (Carpet) with Car Parking Space.

I SAY RECEIVED Rs. 500,000

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[MR. GOVIND N MULCHANDANI]
SELLER

SR. NO.	CHEQUE NO. /RTGS/ NEFT/ CASH	DATED	DRAWN ON	AMOUNT (RS.)	
1.	12198590	11/12/2023	Gound. N. Mulcha-	5,00,000/-	
2.		1	ndavi	, ,	
3.					
TDS 1%					
TOTAL:			5,00,000/-		

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