

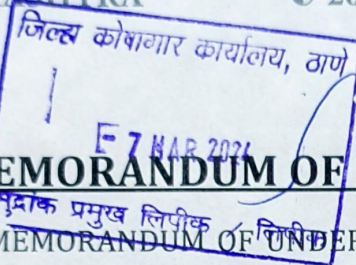


महाराष्ट्र MAHARASHTRA

2023

97AA 020131

13 MAR 2024



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed at Sanpada, Navi Mumbai on 18<sup>TH</sup> March 2024.

### BETWEEN

MRS. KAVITA SACHINDEV KATAKDHOND aged 45 years, (PAN NO. CZYPK7589R & Aadhaar No. 9828 2355 9685) Indian inhabitant, Residing at Apartment No. RH-II/C-10, C-Row, RH-2, Ground + 1<sup>st</sup> Floor, Apartment Owners Association, Sector-6, Vashi, Navi Mumbai-400703., Tal. Dist. Thane. Hereinafter referred to as the **SELLER / TRANSFEROR** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) **OF THE ONE PART / FIRST PART.**

*R. S. Katakdhond*

*R. S. Katakdhond*



जाडपत्र-१/Annexure - 1 13 MAR 2024

फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोट वही अनु. क्रमांक

155295 दिवाळ

मुद्रांक विकत घेणाऱ्याचे नाव

S.S. ASSOCIATES

रहिवासाचा पत्ता व सही

SEHP 909

पत्त्याचा बाराक मुद्रांक विक्रेत्याचे नाव व सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

श्री. विनोद वि. शिंगडे

परवाना क्र. २२/२००३/ नवीन परवाना क्र. १२०१०४१

दुकान नं. १२, जमता मार्केट नं. १, रोड नं-३,

बोरुळ, नवी मुंबई - ४००७०६ मो. नं. ९७०२१४९०४४

शासकीय कार्यालय/न्यायालय/कारणासाठी प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक कारणाची आवश्यकता नाही

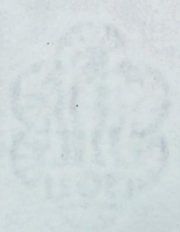
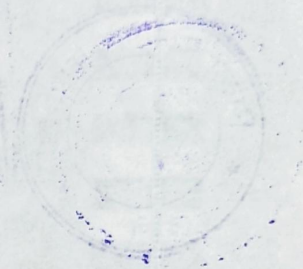
(शासना जादेश दि. ०१/०९/२००४ नुसार)

ह्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यांचा आत वापरणे बंधनकारक आहे

मुद्रांक

मुद्रांक विक्री नोट वही



AND

1) **MR. RAHUL RAMESH POTE** aged 28 years, (PAN No. BZAPP6030M & Aadhaar No. Card No. 9900 6570 9053) & 2) **MR. ROHAN RAMESH POTE** aged 30 years, (PAN No. BZAPP6029A & Aadhaar No. Card No. 6017 0795 5024) an adult Indian Inhabitant, Residing at **B-51, CHANDULAL APARTMENT, GOLD FIELD COMPLEX, SION BANDRA LINK ROAD, KALA KILLA DHARAVI, MUMBAI 400017.** hereinafter referred to as the **PURCHASER / TRANSFEREE** (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 / SECOND PART.**

**WHEREAS:**

**WHEREAS The City and Industrial Development Corporation of Maharashtra Limited.,** is a Government Company incorporated under the Companies Act, 1956, (hereinafter referred to as "**THE SAID CORPORATION / CIDCO LTD.**") having its registered office at Nirmal, 2<sup>nd</sup> floor, Nariman Point, Mumbai-400002. The said Corporation has been declared as a New Town Development Authority, by the Govt. of Maharashtra, under the provisions of sub-Sec (1) & (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) (hereinafter referred to as "**THE SAID MRTP ACT**") for the development & disposal of lands in the New Town of Navi Mumbai, by the Government of Maharashtra in the exercise of its powers for the area designated as the site for a New Town, under Sub-section (1) of Section 113 of the said MRTP Act.

**WHEREAS THE SELLER / TRANSFEROR i.e. MRS. KAVITA SACHINDEV KATAKDHOND** is the lawful Owner and possession holder, well and sufficiently entitled to **Apartment No. RH-II/C-10, C-Row, RH-2, Ground + 1<sup>st</sup> Floor, admeasuring about 61.50 Sq. Mtrs. built up area, Apartment Owners Association, Sector-6, Vashi, Navi Mumbai-**

*K. S. Katarakond*

*Pote*  
*MRS*



400703., Tal. Dist. Thane. (Hereinafter referred to as the SAID Apartment /Premises).

AND WHEREAS THE **SELLER / TRANSFEROR**, due to some of their reasons wanted to sell the Said Apartment to any interested person and **THE PURCHASER / TRANSFEREE** shown their interest in purchasing SAID Apartment on the terms and conditions hereinafter mentioned.

AND WHEREAS the **SELLER / TRANSFEROR** agreed to sell the SAID Apartment to the **PURCHASER / TRANSFEREE** at the price and on the terms and conditions of the present agreement.

AND WHEREAS the parties have decided to reduce the terms and conditions agreed upon between themselves in writing:

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

1. AND WHEREAS the **SELLER / TRANSFEROR** are in position and entitled to sell, transfer all their rights, title, and interest, benefits in the said premises to **PURCHASER/ TRANSFEREE** for the total consideration of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs Only)**.

**SCHEDULE OF THE PAYMENT:**

- a) The **PURCHASER** do hereby agree to make the payment of **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs Only)**. As per the schedule mentioned herein below manner:
  - i) **Rs.1,00,000/- (Rupees One Lakh Only)**., paid by way of Ch. No. 000005, drawn on HDFC Bank, dated 11.03.2024.
  - ii) **Rs.4,00,000/- (Rupees Four Lakhs Only)**., paid by way of Ch. No. 000006, drawn on HDFC Bank, dated 18.03.2024.
  - iii) **Rs.33,10,000/- (Rupees Thirty three Lakhs Ten Thousand Only)**., shall be paid at the time of before Agreement for Sale.

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iv) **Rs.1,90,000/- (Rupees One Lakh Ninety Thousand Only)**, as 1% TDS on consideration of Apartment which is deducted by TRANSFEREE on account of TRANSFEROR and shall be paid to the govt. under section 194(I)A in the provision of the Income Tax Act., after the execution of the agreement for sale and deposit the said amount before the 7th day of next month from the date of agreement to sale. (the payment and receipt whereof the TRANSFEROR hereby admits and acknowledges and from the same and every part thereof hereby acquits releases and discharges the TRANSFEREE forever);

v) **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)**., shall be paid by RTGS / DD / NEFT / Cheque after obtaining a housing loan from any bank, or any financial institution or their personal arrangement, within **60(Sixty-) days** from the registration of the Agreement for sale.

2. It is agreed by and between the parties that the Agreement for Sale Value **Rs.1,90,00,000/- (Rupees One Crore Ninety Lakhs Only)** . , is declared by mutual understanding by both parties and they have no objection to the same.
3. The First Agreement shall be completed Within \_\_\_\_\_ **Days** from The Execution of This Agreement (MOU).
4. The sale shall be completed within **60 days** from the date of registration of the Agreement for Sale in the office of the Sub-Registrar of Assurances.
5. THE PARTY OF THE FIRST PART has to pay all the outstanding dues towards the above-mentioned Society and MSED co. Ltd., / CIDCO / NMMC/GAS/WATER in respect of the said APARTMENT and to obtain Clearance/No due Certificate OR NOC from the concerned Apartment, and the charges of RESALE NOC shall be paid by **Seller & Purchasers**

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Equally, the said RESALE NOC has to hand over with clearance Certificates to the PARTY OF THE SECOND PART and shall make out a marketable title to the SAID APARTMENT free from encumbrances and reasonable doubts as assured by PARTY OF THE FIRST PART.

6. In the event that the transactions fail to materialize due to loan approval denials to the purchasers resulting from the flat valuation being lower than their Market Value as per bank valuation, the seller agrees to promptly refund the advance payment of Rs. 5 Lakhs. Such refund shall be made within 7 days of receiving a written request for refund from the purchasers. This provision shall be binding upon both parties and constitutes an integral part of the said MOU.
7. PARTY OF THE SECOND PART further agreed they shall pay the membership fee of the society.
8. The outgoings in respect of the SAID APARTMENT such as property taxes, municipal taxes, MSED bills, etc. payable till the completion of the sale will be paid by SELLER/TRANSFEROR and thereafter it will be paid by the PARTY OF THE SECOND PART.
9. After completion of the sale as aforesaid, SELLER/ TRANSFEROR will give possession of the SAID APARTMENT to PURCHASER/ TRANSFEREE after full & final payment.
10. SELLER/TRANSFEROR declares that the said property is not subject to any acquisition or requisition and no one notice has been received by them for carrying out any heavy or structural repairs. If any notice for acquisition or requisition or heavy or structural repairs is issued and received by SELLER / TRANSFEROR before completion of the sale, PURCHASER/ TRANSFEREE will have the option to cancel this agreement in that event, SELLER/ TRANSFEROR will return the earnest money paid to them by the PARTY OF THE SECOND PART.

*K. S. Kothakonda*

*[Signature]*

11. If the TRANSFEREE commits default in completion of the transaction in the agreed period in above clause No.3, the TRANSFEROR will be entitled to cancel the Agreement by giving 15 days prior notice to the TRANSFEREE or may take interest on delay period at 18% p.a., and in that event, the TRANSFEREE will only be entitled to the earnest money without any interest. However if the agreement fails due to the default of TRANSFEROR, then the TRANSFEREE shall be entitled to the refund of the earnest money together with interest at 18%p.a. till the refund.
12. The Stamp Duty Charges, Registration Charges, CIDCO Transfer Charges, and Legal expenses for registering the said documents, will be paid OR BORNE by the PURCHASER.
13. It is mutually agreed that the Sellers and PURCHASER will co-operate with each other in all respects and expedite the execution/registration of the Sale Deed. On completion of the final SALE DEED, THE PARTY OF THE FIRST PART will give possession of the SAID APARTMENT to the PARTY OF THE SECOND PART by delivering vacant possession of the SAID APARTMENT.
14. All the parties are executing these presents of their own free will and consent without coercion and undue influence of any kind.

*R. S. Khetkar*

*[Signature]*  
*[Signature]*



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

BY WITHIN NAMED "SELLER/TRANSFEROR"

MRS. KAVITA SACHINDEV KATAKDHOND

PAN NO. CZYPK7589R &

Aadhaar No. 9828 2355 9685



IN THE PRESENCE OF:

1. Mr. Ramesh Pandurang Pote

2. Mr. Sachindev Janardan Katakdhond

SIGNED SEALED AND DELIVERED

BY WITHIN NAMED "PURCHASER/TRANSFeree"

1) MR. RAHUL RAMESH POTE:

PAN No. BZAPP6030M &

Aadhaar No. Card No. 9900 6570 9053



&

2) MR. ROHAN RAMESH POTE :

PAN No. BZAPP6029A &

Aadhaar No. Card No. 6017 0795 5024



IN THE PRESENCE OF

1. Mr. Ramesh Pandurang Pote

2. Mr. Sachindev Janardan Katakdhond



## RECEIPT

RECEIVED of and from the within named TRANSFEREE a sum of Rs.5,00,000/- (Rupees Five Lakhs Only), as details as Follows:

- i) Rs.1,00,000/- (Rupees One Lakh Only)., paid by way of Ch. No. 000005, drawn on HDFC Bank, SION Branch dated 11.03.2024.
- ii) Rs.4,00,000/- (Rupees Four Lakhs Only)., paid by way of Ch. No. 000006, drawn on HDFC Bank, SION Branch dated 18.03.2024.

As the earnest amount of and from the within named PURCHASER/TRANSFEREE for sale of all my rights, title and interest in the SAID Apartment No. RH-II/C-10, C-Row, RH-2, Ground + 1<sup>st</sup> Floor, admeasuring about 61.50 Sq. Mtrs. built up area, Apartment Owners Association, Sector-6, Vashi, Navi Mumbai-400703., Tal. Dist. Thane.

I SAY RECEIVED  
Rs.5,00,000/-  
(Rupees Five Lakhs Only).

MRS. KAVITA SACHINDEV KATAKDHOND : \_\_\_\_\_  
(SELLER/TRANSFEROR)



IN THE PRESENCE OF:

1. Ramesh Pandurang Patil
2. Eshwari Sawarkar Katakdhond