

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made and entered into at Mumbai on 29<sup>th</sup> day of Apr 2024 between

Mrs. DIPTI BARVALIA aged 57 Years with PAN APYPB34700 and Mr. KAMLESH BARVALIA aged 63 Years having PAN No. APJPB6251L adult US citizens and resident of 4 Eaton Ct Princeton Junction NJ 08550 hereinafter referred to as "The Sellers"

**AND**

Mrs. SUDHA RAMANATHAN aged 40 Years with PAN ~~APYR55490~~ <sup>APYR55237</sup>, adult Indian Inhabitant with address at 702, Shiv Anil, Plot No.6, Union Park, Chembur Mumbai - 400086, hereinafter referred to as "The Purchaser"

in respect of Flat B4-503, WADHWA THE ADDRESS, GHATKOPAR(W), MUMBAI - 400086 with one covered car parking slot in the building, along with ten fully paid-up shares of Rupees fifty each, bearing distinctive numbers from 2,860 to 2,869 (both inclusive) held by "The Sellers" in Boulevard 3&4 Housing Society Limited ("The Society"), together hereinafter referred to as "The Said Flat", proposed to be subject to the following Terms and Conditions:

1. The total Consideration amount of "The Said Flat" will be Rs. 5,30,00,000/- (Rupees Five Crore Thirty Lakh Only)
2. The Consideration will be paid as under:
  - (a) Rs. 3,00,000/- (Rupees Three Lakh Only) paid via online transfer vide RTGS Transfer as an Earnest amount (Part Consideration) towards "The Said Flat".
  - (b) Rs. 2,27,00,000/- (Rupees Two Crore Twenty Seven Lakhs Only) against signing and registration of Agreement for Sale (after completion of the conditions precedent by "The Sellers");
  - (c) The balance amount (net of applicable TDS) on completion of sale within a few days following the registration (based on disbursement procedure of the bank from whom the Purchaser would avail loan for the purpose of this transaction)
3. "The Sellers" will obtain a "No Objection Certificate" in the name of "The Purchaser" from Boulevard 3&4 Housing Society Limited ("The Society") stating that "The Society" has no objection to transfer "The Said Flat" in the name of "The Purchaser".



4. Transfer charges with applicable GST if any, payable to "The Society" will be borne equally by "The Sellers" and "The Purchaser".
5. "The Sellers" shall repay all the outstanding loan amounts on "The Said Flat" if any, to the respective financing authorities or any other payments due to "The Society".
6. "The Sellers" shall clear all the expenses related to "The Said Flat" (society maintenance bills, repair expenses, property taxes, electricity, gas bills etc) up to the date of handing over the possession of "The Said Flat" to "The Purchaser".
7. "The Sellers" shall provide (or facilitate to provide through "The Society") all documents for verification of the title and legal approvals related to "The Said Flat", and any other documents for registration purposes.
8. TDS as Applicable will be deducted by "The Purchaser" as TDS under the provisions of Income Tax Act, 1961. "The Purchaser" will deposit this amount with Government of India and provide to "The Sellers" the relevant Tax Deduction Certificates (with "The Sellers" PAN mentioned), in accordance with the applicable laws.
9. Stamp duty & registration charges pertaining to this deal will be paid by "The Purchaser" and each party shall bear and pay their Advocate's costs and charges respectively.
10. Possession of "The Said Flat" will be handed over to "The Purchaser" on 'as is where is' basis, on payment of full and final consideration amount and after Execution of Agreement for Sale. Tenant will not be vacated before giving the full and final consideration amount.
11. "The Sellers" will co-operate with "The Purchaser" to complete all the documentation work, registration work and transfer formalities of "The Said Flat".
12. The terms of the MoU shall be modified only with the consent of The Sellers and The Purchaser.
13. In the event of termination of this "MOU" or non-consummation of this transaction, the earnest amount paid herein shall be refundable to the Purchaser only in the event The Sellers do not have a valid free title to the Said Flat or if the "No Objection Certificate" is not received from "The Society".



14. The Memorandum shall be governed by the Laws of India and the courts of Mumbai.

RECEIPT

I SAY RECEIVED RS. 3,00,000/- (Rupees Three Lakh Only) as earnest amount via RTGS transfer on 29<sup>th</sup> March 2024.

Signed, Sealed and Delivered }

By the within named "THE SELLERS" }

Mrs. Dipti Barvalia

Mr. Kamlesh Barvalia

*D. Barvalia*

*B. Kamlesh K. M.*

In the presence of .....

SIGNATURE

**I CONFIRM**

Signed, Sealed and Delivered }

By the within named "THE PURCHASER" }

Mrs. Sudha Ramanathan

}

*K.R. Sudha*

In the presence of .....

SIGNATURE



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

CE / 6521/ BPES / AN

06 NOV 2015

To,  
**M/s. Spaceage Consultants**  
B-106, Nataraj Building,  
Mulund Goregaon Link Road,  
Mulund (w), Mumbai. 400 080.

**Sub :** - Part Occupation of the building i.e. Tower 'A' Wing 3 & 4 for residential building on plot bearing C.T.S.No.50, 50/1 to 50/7 & 50/35 to 50/44 of village Vikhroli, at L.B.S Road, Ghatkopar (W.) Mumbai.

Sir,

The part Development work of building i.e. Tower 'A' Wing 3 & 4 for Residential Building comprising of three level basement + two level podium + stilt + 1<sup>st</sup> to 28<sup>th</sup> upper floors on plot bearing C.T.S.No.50, 50/1 to 50/7 & 50/35 to 50/44 of village Vikhroli, at L.B.S Road, Ghatkopar (W), Mumbai is completed under the supervision of Licensed Site Supervisor shri. N.M.Karanjawala having License No. K/198/SS-I & L.S. Shri. Shashikant L. Jadhav having License No. J/167/L.S. and License Structural Engineer M/s. Niranjan Pandya having License No. STR/P/12 may be occupied on the following conditions.

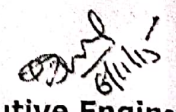
- 1) That the certificate under section 270-A of B.M.C. Act shall be submitted within 3 months or B.C.C. whichever is earlier.
- 2) That the remaining I.O.D./Amended plans/Layout conditions shall be complied with before Full Occupation to the last wing in the layout.

A set of certified completion plans are hereby returned in the token of Municipal approval.

Yours faithfully,

— Sd —  
**Executive Engineer**  
**(Building Proposal) (E.S.)II**

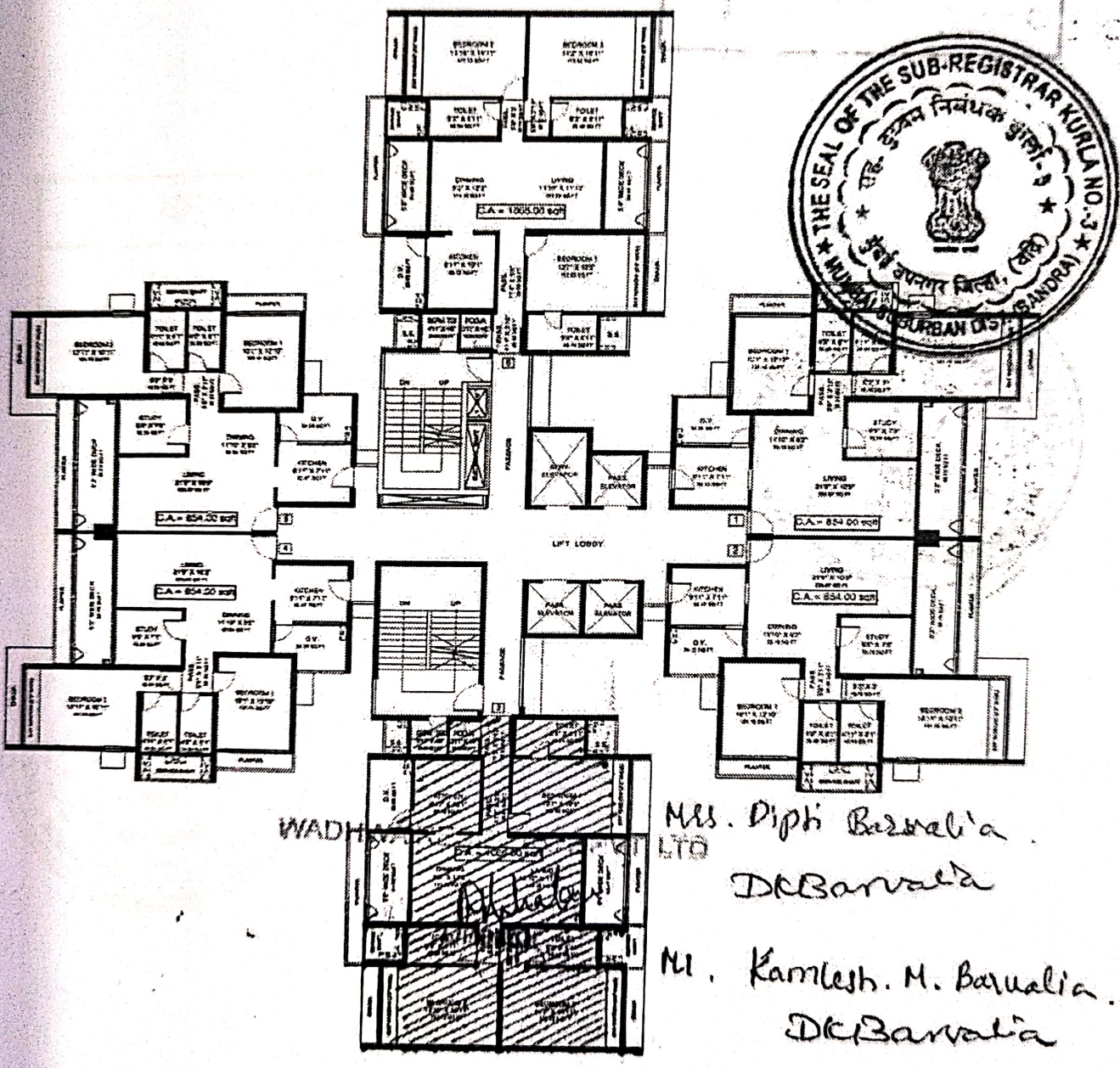
Copy forwarded for information to the owner  
**M/s. Wadhawa Residency Pvt. Ltd.**

  
**Executive Engineer**  
**(Building Proposal) (E.S.)II**



ANNEXURE 'J'

करल - ३	
८०९	५६२५०
२०९६	



THIS PLAN IS SUBJECT TO THE F.M.C.G.M. OF THE PLAT IS AREA OF ALL THE WALL TO WALL PLUS AREA ARE NOT TO BE DEDUCTED.

**BOULEVARD - 4**  
**TYPICAL FLOOR PLAN - UPTO 21ST FLOOR**

**THE ADDRESS**  
**Ghatkopar (w), Mumbai**



**The Wadhwani Group**  
Landmarks planned with passion  
Ready Infrastructure

COMPANY OFFICE 1:  
FLAT NO. 101 & 102  
BANDRA - KURJA COMPLEX  
BANDRA (E), MUMBAI 400 051.  
PHONE: 872-4733000  
WEBSITE: www.wadhwanigroup.com



करल - ३		
८०९	९४	७५०
२०१६		

4) **Amenities:**

- Garden Pavilions
- Herb Garden
- Old Folks Corner

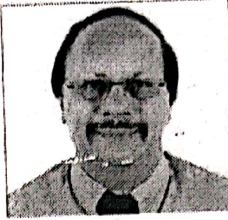


Signed, Sealed And Delivered

The Withinnamed "THE PROMOTERS

THE WADHWA RESIDENCY PVT LTD

Through its Director/ Authorized Signatory



WADHWA RESIDENCY PVT LTD

*Manohar Chhabria*  
Director

Mr. Manohar Chhabria

In The Presence of

*MS. Beena Shrotri*

*Beena*

Signed, Sealed and Delivered

The Withinnamed "FLAT PURCHASER/S"

*DK Barvalia*

Mrs. Dipti K. Barvalia



*DK Barvalia*

Mr. Kamlesh M. Barvalia

*POA Holder Mrs. Dipti K. Barvalia*



In The Presence of:

*Sejal. Anil. Barvalia*  
*S.A. Barvalia*



indemnify and keep indemnified the Promoters and its successors-in-title and assigns  
 in respect thereof.  
 20  
 209 29 980

As an amenity alongwith the said Premises, the Promoters have reserved for the exclusive use of the Flat Purchaser/s, 01 (One) parking space/slot in the basement/stilt/podium/open space in the compound of the said building to be known as "The Address" (hereinafter referred to as "said Car Parking/s"). The said Car Parking/s are provided as an irrevocable amenity without consideration, however the Flat Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the new society/association to be formed by them and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the new society / association to be formed by them. The Promoters have informed the Flat Purchaser/s and the Flat Purchaser/s agree and accept that the location and dimension of the said Car Parking/s will be decided after handing over possession of the said Flat to the respective flat purchaser.

8. Without prejudice to the rights of the Promoters to receive interest @ 24% p.a. on all delayed payments in the event of the Flat Purchaser/s making any continues default in payment of any installment of the purchase price/sale consideration and/or other payments under this Agreement (including his/her/their proportionate shares of taxes i.e. Service Tax, VAT / GST/LBT charges or any other charges levied by concerned local authority and other outgoings) on their due date and/or in observing and performing any of the terms and conditions of this Agreement, this Agreement shall stand terminated on expiry of the 15 days' notice in writing or such further extension as may be granted by the Promoter to the Purchaser/s for rectifying their default in delay in payment and the Flat Purchaser/s failing to do so within the notice period in which event the consequences hereinafter set out shall follow:-

- (a) the Flat Purchaser/s shall cease to have any right, benefits or interest under these presents and/or in the said Premises or any part thereof;

KB  
 DCB



करल - ३	
६३९	२६/२५०
२०१६	

plan annexed hereto as ANNEXURE "K" and thereon shown surrounded by yellow colour boundary lines.

3. The Flat Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s a Flat No. "503" on the 5<sup>th</sup> floor 3 BHK having carpet area admeasuring 1065 sq.ft (equivalent to 98.94.mt) carpet area as shown bounded by red colour boundary lines in the typical floor plan thereof hereto annexed and marked Annexure "K" (hereinafter referred to as "the said Premises") along with allotment of 01(One) number of Car Parking Space No.      in the basement/podium level No      the said Building to be known as "Boulevard IV" in the said Project and (hereinafter referred to as "the said Building") and for the price of 1,74,36,850/- (Rupees One Crore Seventy Four Lakhs Thirty Six Thousand Eight Hundred and Fifty Only) including the proportionate price of the common area and facilities appurtenant to the said Premises and forming part of the said Project. Hereinafter the building in which the said Premises is situated shall be individually referred to as "the said Building" and alongwith the other buildings collectively shall be referred to as "the said Project" wherever the context so requires. The percentage of the undivided interest of the Flat Purchaser/s in the common areas and facilities limited or otherwise pertaining to the said Premises shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the said Building and the said Project proportionately in which the said Premises is situated. The nature, extent and description of the common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.



4. It is expressly understood and agreed between the Promoters and the Flat Purchaser/s that the Promoters shall form a society/condominium/association/ Limited Company of all such Flat Purchaser/s ("hereinafter referred to as "Common Organization"). The Promoters shall form individual organizations for "Panorama", "Vista", "Boulevard", Promenade to ensure the smooth functioning and proper maintenance of the said Buildings. The individual organization for "Vista" and "Boulevard" shall

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*Handwritten signature*

DICB

DRB