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भारत INDIA 500

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महाराष्ट्र MAHARASHTRA

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CP 219525



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AND EXECUTED AT ULWE, TAL. PANVEL, DIST. RAIGAD ON THIS 04/09/2024 DAY OF SEPTEMBER IN THE YEAR, 2024.

BETWEEN

**MR. SAGAR SHANTARAM YEWALE
MR. SHANTARAM POPAT YEWALE
"SELLER / VENDORS"**

And

**MR. PRASHANT PRAKASH WAGHMARE,
"BUYER/ PURCHASER"**



Sagar
Shantaram Popat Yewale

Prashant

4 SEP 2024

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waghmare
waghmare-8773



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MR. SAGAR SHANTARAM YEWALE, (PAN NO- ACSPY3840N) (AADHAR NO. 5135 9770 0144) Age- 36 Years, AND MR. SHANTARAM POPAT YEWALE, (PAN NO. AAKPY8990R) (AADHAR NO. 8738 4552 8298) Age- 57 Years, both an Indian habitant having its address at- **Flat No. 204, Hari Om Medows, Plot No. 113, Sector 05, Ulwe Navi Mumbai 410206**, hereinafter called and referred to as the "**OWNER/SELLER/ THE PARTY OF THE FIRST PART**" (which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include he/she/they and himself/herself/themselves and his/her/their heirs, legal representatives, executors, administrators and assigns) ... **OF THE FIRST PART.**

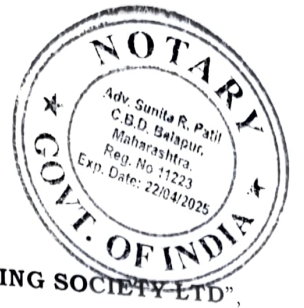
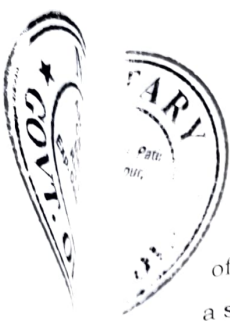
AND

MR. PRASHANT PRAKASH WAGHMARE, (PAN NO. ABDPW1809K) (AADHAR NO. 2389 8656 9767) Age- 35 years, an Indian habitant, having address at- **A- 804, Raunak Paradise, Pokhran Road No. 2, Thane 400610**, hereinafter called and referred to as the "**PURCHASER/ BUYER/THE PARTY OF THE SECOND PART**" (which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include he/she/they and himself/herself/themselves and his/her/their heirs, legal representatives, executors, administrators and assigns) ... **OF THE OTHER PART.**



WHEREAS, all that piece and parcel of the **Flat bearing No. 204**, on **2nd Floor**, admeasuring **38.652 Sq. Mtrs. Built up area (Carpet area 34.132 Sq. Mtrs.) + Flower Bed area 3.881 Sq. Mtrs. + 5.025 Sq. Mtrs. Terrace area**, allotted **Open Car Parking space No. 27**, In the Building Known as "**HARI OM MEADOWS**" & in the Society known as **HARI OM MEADOWS CO-OPERATIVE HOUSING SOCIETY LTD.** (hereinafter referred to as the "Society") On **Plot No. 113**, in **Sector- 5, Village - Ulwe, Taluka- Panvel, District- Raigad, Navi Mumbai, 410206**, (hereinafter referred to as the said "**Flat**") is solely owned and possessed by the Party of the First Part.

The VENDORS are the bonafide members




of the "HARI OM MEADOWS CO-OPERATIVE HOUSING SOCIETY LTD", a society duly registered under the Maharashtra Co-operative Societies Act, 1960 having Registration Certificate No. NBOM/CIDCO/HSG(T.C.)/8897/J.T.R./ years 2021-2022, dated 08/07/2021. (hereinafter referred to as the "Society").

AND WHEREAS By and under the Agreement for Sale dated 30/06/2017 (Agreement for Sale) and registered under serial number 5725/2017 before the Sub-registrar of the Panvel-5, on dated 30/06/2017 the MR. NILESH ASHOK GHUGE and MRS. NILAM NILESH GHULE, (Nilam Baban Ilag as per PAN) had purchased the said Flat on consideration of Rs. 30,00,000/- from M/s. SAI HOMES INFRA. The Developer had handed over actual and peaceful possession vides dated 08/08/2019.

AND WHEREAS By and under the Agreement for Sale dated 09/09/2019 (Agreement to Sale) and registered under serial number 11966/2019 before the Sub-registrar of the Panvel-2, on dated 09/09/2019, and by an under Sale Deed dated 11/11/2019, registered under serial number 14643/2019 before the Sub-registrar of the Panvel 2, on dated 11/11/2019, the MR. SAGAR SHANTARAM YEWALE AND MR. SHANTARAM POPAT YEWALE has purchased the said Flat on consideration of Rs. 40,00,000/ from MR. NILESH ASHOK GHUGE and MRS. NILAM NILESH GHULE, (Nilam Baban Ilag as per PAN). The Party of the First Part has paid entire agreed consideration to the Vendors and the Vendors has handed over actual and peaceful possession of the said Flat to Party of the First Part vide Sale Deed dated 11/11/2019.

AND WHEREAS, as aforesaid the Party of the First Part is sole and absolute owner of the said Flat and is in exclusive use, possession and occupation of the said Flat and wish to sell, transfer, assign and convey the said Flat to the prospective purchaser/s.

AND WHEREAS, having come to learn about the intention of the Party of the First Part, the Party of the Second Part approached the Party of the

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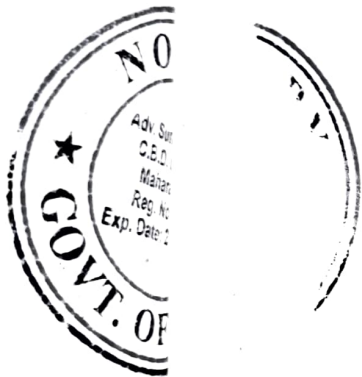


First Part and requested him to sell, assign, transfer and convey the said Flat and all his right, title and interest in the said Flat, unto and in favour of the Party of the Second Part at or for the total consideration of **Rs. 65,00,000 (Rupees Sixty Five Lakhs Only)**.

AND WHEREAS the Party of the First Part found the said offer of the Party of the Second Part to be highest amongst the offers received by him and therefore, decided to sale, assign, transfer and convey the said Flat unto and in favour of the Party of the Second Part for the total consideration **Rs. 65,00,000 (Rupees Sixty Five Lakhs Only)** in the manner and upon the terms and conditions hereinafter appearing;

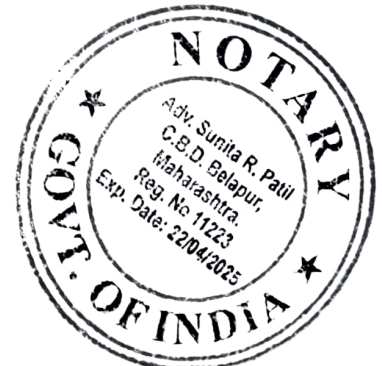
NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The party of the First Part do hereby agree to sell, assign, transfer and convey the said Flat more particularly described in the SCHEDULE written hereunder at or for the total consideration of **Rs. 65,00,000 (Rupees Sixty Five Lakhs Only)**. unto and in favour of the Party of the Second Part and/or its nominees an/or in favour of person as per request and direction of Party of Second Part and the Party of Second Part accordingly relying upon the covenants, declarations and assurances as to the marketability of the title of the said Flat being clean, clear, marketable and free from all charges and encumbrances of whatsoever nature and absolute right, title and interest of the Party of the First part therein, do hereby agree to purchase, acquire and hold the said Flat as also get assigned and transferred the said Flat in his/her/their favour.



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2. The consideration in respect of the said Flat is paid and agreed to be paid by the Party of the Second Part to the Party of the First Part in the following manner:

a) **Rs.11, 000/- (Rupees Eleven Thousand Only),**

Paid/Transferred by the Party of the Second Part to Party of the First Part as and **towards Advance**, through online Net Banking Transfer via UPI **bearing Transaction ID No. 422488525573, dated 11/08/2024, drawn on State Bank of India.** The payment and receipt whereof is hereby acknowledged by the Party of the First Part.

b) **Rs.89,000/- (Rupees Eighty Nine Thousand Only),**

Paid/Transferred by the Party of the Second Part to Party of the First Part as and **towards Advance**, through online Net Banking Transfer via UPI **bearing Transaction ID No. 423152482572, dated 18/08/2024, drawn on State Bank of India.** The payment and receipt whereof is hereby acknowledged by the Party of the First Part.

c) **Rs.5,50,000/- (Rupees Five Lakh Fifty Thousand Only),**

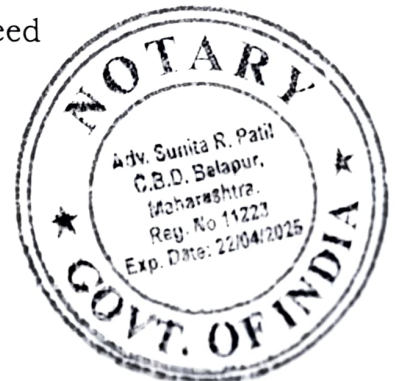
To be paid Paid/Transferred by the Party of the Second Part to Party of the First part on or before the date of execution of Sale deed

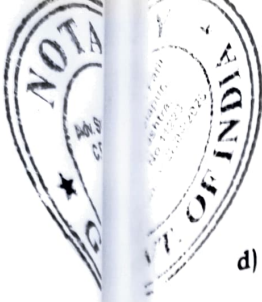


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d) **Rs.58,50,000/- (Rupees Fifty Eight Lakhs Fifty Thousand Only),**

Balance consideration to be paid by availing home loan from State Bank of India by the Party of the Second Part to the Party of the First Part within 60 days from the date of execution of this indenture, subject to clean, clear and marketable title of the said Flat.

Rs.65,00,000/-
 =====

-Total agreed consideration

The Party of the Second Part shall be liable to deduct TDS as per Income Tax Act, 1961 and rules and regulations framed therein, on behalf of Party of the First Part from the entire consideration.

3. It is agreed between the parties that Party of the First Part cannot sell the said Flat to any third party other than the Party of the Second Part till the MOU is in force and up to 60 days from the date of signing this MOU.
4. It is agreed between the parties that, in the event of breach of terms by the Party of the First Part or due to certain issues which could not solved by the Party of the First Part then, upon discussion between the parties, the present MOU shall be terminated at the end of 60 days by the Party of the Second Part and in the event of such termination, the Party of the First Part shall refund the Part consideration / advance / token amount of **Rs. 100,000/- (Rupees One lakh Only)** or entire advance amount without interest to the Party of the Second Part immediately.

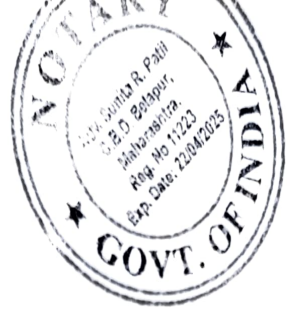
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5. It is agreed between the parties that if god forbids and something happens to the Party of the First Part or the Party of the Second Part, legal heirs of Party of the First Part and the Party of the Second Part will have same rights as that of Party of the First Part and the Party of the Second Part, either token money/consideration amount **Rs. 1,00,000/- (Rupees One Lakh Only)** will be refunded without interests to the Party of the Second Part by Party of the First Part or deal will be continued on the same terms and condition by legal heirs of the Party of the First Part and the Party of the Second Part.
6. The Party of the First Part shall be liable to pay Taxes and levies, either previous pending or which would be rise against the sale of said Flat. The Party of the First Part has agreed that he shall keep The Party of Second Part always indemnified from any such Taxes and dues paid/payable to State Govt./Govt. of India.
7. The Party of the First Part has assured the Party of the Second Part that the title to the said Flat is clean, clear and marketable. The Party of the First Part further agrees and undertakes to make out the clean, clear and marketable title of the said Flat to the satisfaction of the Party of the Second Part and/or his Advocate and shall make good / remove / clear defect if any, in the title to the said Flat.
8. The Party of the First Part assures that the said flat is not mortgaged with any bank, financial institution or person and The Party of the First Part has/have not created any kind of charge or encumbrance on the said flat. The said flat is free from all charges and encumbrances of whatsoever nature.
9. The Party of the First part assures that all the taxes and dues, electricity charges, society maintenance charges and other



expenses in respect of the said Flat are paid/will be paid till the date of execution of Deed of Assignment/Transfer. Thereafter it will be sole responsibility of The Party of the Second Part to pay all the outgoings arising in respect of the said Flat.

10. The Party of the First Part hereby agrees to hand over and deliver all the required original deeds, documents and papers relating to the marketable title of the said Flat to the party of the Second Part at the time of execution of Deed of Assignment/Transfer and upon receipt of entire agreed consideration.
11. The Party of the First Part shall be liable to obtain NOC/Transfer Certificate from the Co-operative Housing Society, in respect of transfer of Ownership/Membership and or Shares in favour of the Party of the Second Part. The expenses and transfer fees towards obtaining NO OBJECTION CERTIFICATE in respect of transfer of Flat and Membership and Shares in favour of prospective buyer i.e. The Party of the Second Part, to be obtained from Society is agreed to be borne jointly by The Party of the First Part and The Party of the Second Part. Society NOC Charges paid by both Party equal.
12. The Party of the First Part has agreed to deliver and handover the possession of the said Flat to the Party of the Second Part upon receipt of entire agreed consideration.
13. The Party of the Second Part have inspect fully and agreed to purchase the said Flat on **"As is where Basis is"** and after satisfaction of the present condition of the said Flat.
14. All expenses towards stamp duty, registration fees, legal and professional fees, etc., in respect of this MOU and further deeds

[Signature]

[Signature]

[Signature]

and documents shall be paid and borne by the Party of the Second Part alone.

IN WITNESS WHEREOF THE PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

SIGNED, SEALED & DELIVERED
By within named "THE VENDORS"

MR. SAGAR SHANTARAM YEWALE



[Handwritten signature of Mr. Sagar Shantaram Yewale]



MR. SHANTARAM POPAT YEWALE

SIGNED, SEALED & DELIVERED
By within named "PURCHASERS"



[Handwritten signature of Mr. Shantaram Popat Yewale]



MR. PRASHANT PRAKASH WAGHMARE,

[Handwritten signature of Mr. Prashant Prakash Waghmare]



In the presence of.....

1. _____

(Signature)

2. _____

(Signature)

BEFORE ME

[Handwritten signature of Notary Sunita Ram Patil]
[Handwritten date: 04/09/2024]

Adv. SUNITA RAM PATIL
M.Com., M.A., LL.M., G.D.C. & A
ADVOCATE HIGH COURT
Membership No. MAH/2005/2000
NOTARY (GOVT. OF INDIA)
Shop No. 26, Prabhat Centre, Sector 1A,
CBD Belapur, Navi Mumbai-400614
MOB.: 9967588783 (SMS/WHATSAPP ONLY)



NOTARIAL REG. NO. 20413
PAGE NO. 11 BOOK NO. 115
DATE 04 SEP 2024

RECEIPT

I/We say RECEIVED an amount of **Rs 1,00,000/- (Rupees One Lakhs Only)** from **MR. PRASHANT PRAKASH WAGHMARE**, from within named PURCHASERS, as an Earnest Money by way of Cheque /NEFT/RTGS in respect of the said, **Flat bearing No. 204, on 2nd Floor, admeasuring 38.652 Sq. Mtrs. Built up area (Carpet area 34.132 Sq. Mtrs.) + Flower Bed area 3.881 Sq. Mtrs. + 5.025 Sq. Mtrs. Terrace area, allotted Open Car Parking space No. 27, in the Building Known as "HARI OM MEADOWS" & in the Society known as HARI OM MEADOWS CO-OPERATIVE HOUSING SOCIETY LTD.** (hereinafter referred to as the "Society") On Plot No. 113, in Sector- 5, Village - Ulwe, Taluka- Panvel, District- Raigad, Navi Mumbai, 410206,, (Herein after called the SAID FLAT) as mentioned below.

PAYMENT DETAILS

Date	Name (in favour of)	Bank Name	Cheque/ IMPS No.	Amount
11/08/2024	MR. SAGAR SHANTARAM YEWALE & MR. SHANTARAM POPAT YEWALE	State Bank of India	4224885 25573	Rs.11,000/-
18/08/2024	MR. SAGAR SHANTARAM YEWALE & MR. SHANTARAM POPAT YEWALE	State Bank of India	4231524 82572	Rs.89,000/-
			Total	Rs.1,00,000/-

I/We Say Received

Rs. 1,00,000/-



(Signatures)

(Signatures)

MR. SAGAR SHANTARAM YEWALE, AND MR. SHANTARAM POPAT YEWALE

In the presence of.....

1

2

