



महाराष्ट्र MAHARASHTRA



जिल्हा कोषागार कार्यालय, ठाणे
8 AUG 2024
मुद्रांक प्रमुख लिपीक / लिपीक
08/8/2024

2024 जोडपत्र - 2

14AB 514548

मुद्रांक विक्री नोंदवही अनु. क्र. 040555 दिनांक

दस्ताचा प्रकार

16 AUG 2024

दस्त नोंदणी करणार आहे का? होय/नाही

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणा-याचे नांव

हस्ते असल्यास त्यांचे नाव, पत्ता

सही

दुस-या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही (सौ. शिल्पा एस. नाईक) :

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता :- नाईक कमर्शियल सेंटर, शॉप नं. 2, आनंद पेसिड बिल्डिंग, भवानी चौक, टेंबी नाका, ठाणे (प).

(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे.)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into at Mumbai, on this 29 day of August 2024 BETWEEN

MR. THEODORE FRANCIS D'SOUZA, age 72 years, adults, PAN No. AJSPD4906B, Indian Inhabitants, presently having address at 62/12, Milan, 3rd floor, Asok Nagar Road, Datar Colony, Bhandup (E), Mumbai - 400 042, hereinafter referred to as the 'VENDOR' (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the ONE PART;

[Signature]

[Signature]

[Signature]

AND

MISS. DIPTI BHAU SAWANT (After marriage name **MRS. PRAPTI PRASAD PUJARE**), age **31** years, PAN No. **DWEPS2326N**, and **MR. PRASAD PRAKASH PUJARE**, age **33** years, PAN No. **BFOPP4026D**, both residing at _____ hereinafter referred to as the 'PURCHASER' (Which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS the vendor is the members of the "Ashwaghosh Co-op. Hsg. Soc. Ltd.," a Society registered under MCS Act, and by virtue of being the members of the said Society, he has been owner of Flat No. 1004, adm. 556 sq. ft. i.e. 51.65 sq. mtrs. Carpet area on 10th floor, with One Car Parking Space No. ____, in Building known as "Pratik Paradise", situated at, Datar Colony, Bhandup (E), Mumbai - 400 042, constructed on land bearing CTS No. 784, 785, 775 of Village Kanjur, Tal. Kurla, Mumbai Suburban District. (hereinafter referred to as the 'SAID FLAT').

AND WHEREAS the vendor herein have acquired the said flat from M/s. Pratik Developers as Promoter, who have constructed the said building, vide Registered Agreement dated 24/07/2024 and have allotted said flat with confirmation of Ashwaghosh Co-op. Hsg. Soc. Ltd. admeasuring 556 sq. ft. Carpet area, OWNERSHIP BASIS'.

AND WHEREAS the vendor hereby declared that society is not yet issued share certificate to its members till date.

AND WHEREAS the vendor has represented to the PURCHASER that they have been holding the abovesaid flat on ownership basis and are of transferring their right, title and interest in the said flat in respect of the said flat and the PURCHASER herein has also agreed to acquire the same. The desirable final Agreement for Sale will be prepared and executed at the time of making balance full and final payment and till that time, this Memorandum of Understanding is made and executed by and between the parties hereto as under:

AND WHEREAS both the parties hereto have agreed to the above arrangements on the following terms and conditions:

1. The vendor have agreed to transfer their all right, title and interest in the abovesaid flat thereof to the Purchaser herein for the total lump-sum consideration of **Rs. 1,28,50,000/- (Rupees One Crore Twenty Eight Lakh Fifty Thousand only) inclusive TDS amount.**
2. The PURCHASER have agreed to deduct & pay to Government **22.88%** TDS amount on the total lump-sum consideration of Rs.1,28,50,000/- i.e. TDS of **Rs. 29,40,080/- (Rupees Twenty Nine Lakh Forty Thousand Eighty only)** on behalf of Vendor. The purchaser has agreed to provide proof of TDS payment to the purchaser after payment of sum to the Government. The purchaser will file a TDS return and provide the vendor with a TDS certificate within 15 days from the return filing date.

3. The PURCHASER herein has also agreed to acquire the said flat for total lump-sum consideration of **Rs. 1,28,50,000/- (Rupees One Crore Twenty Eight Lakh Fifty Thousand only) inclusive TDS amount** which sum will be paid by the Purchaser to the vendors as under:

(a) A sum of Rs. 1,00,000/- (Rupees One Lakh Only) has been paid as Token amount as part amount of the total consideration on 14/08/2024 by Bank transfer through IMPS Mode.

(b) The balance amount after deduction of TDS & Token of Rs.1,00,000/- will be paid as the Full & Final consideration on or before 15/09/2024 by Cheque/NEFT/RTGS/ Bank loan disbursement as per the time requirement by Bank as mutually agreed.

4. The Vendor hereby agreed that vendor shown all Original Title Deed to Purchaser, after verification of all Original Title Deed Purchaser will execute and register Agreement for Sale between them.

5. Both the parties hereto have agreed that the deal will be completed preferably on or before 15/09/2024.

6. The vendor hereby declare that on execution of this MOU, they will simultaneously make an application in requisite Form, to the abovesaid Society for the grant of its NOC along with NO Dues Certificate from Vendor as per the prevailing rules and regulations, signed by both the parties hereto.

7. The vendor hereby undertake and agree to deliver vacant and peaceful possession of the said flat to the Purchaser herein on receipt of the Full & Final Total settlement of Rs.1,28,50,000/- (inclusive TDS) alongwith the original full set of transfer papers/forms/undertakings will be made and executed at that time by the parties hereto.

8. The Society transfer fee, if any, will be paid by Vendor and Purchaser in 50% ratio on each side.

9. The stamp duty and registration charges, if any, will be paid solely by the Purchaser herein and for which the vendor will not be held responsible.

10. The vendor will pay all the society charges/Municipal taxes and maintenance charges in respect of the said flat upto the date of handing over the possession of the said flat to the purchaser herein and thereafter the Purchaser herein and thereafter the Purchaser will pay the same and will also abide by the bye-laws of the said Society from time to time without any reservations whatsoever.

11. The vendor hereby declare and confirm that on execution of this M.O.U., they will not deal with anyone else and will abide by the terms and conditions of this MOU.







12. The vendor hereby declare and confirm that the abovesaid flat is free from all encumbrances and that they have all the right and power to transfer the same to the Purchaser herein.

13. The Vendor hereby declare and confirmed that for if any reason, if the said deal is cancel by vendor or Purchaser, the vendor liable to return full amount to the purchaser paid till date of cancellation, without any deduction.

14. All other clauses of the agreement that will be executed at the time of payment of the balance consideration will be as usual in the transfer of the ownership flats as per the bye-law of the abovesaid Society and rules and regulations of the other concerned authorities.

15. The vendor hereby declare that they have full right and absolute authority to enter into this MOU and transfer the said flat and that they have not done or have not performed any act, deed, matter or things whatsoever whereby he may be prevented from entering into this MOU for the sale and transfer of the said flat as purported to be done hereby or whereby the Purchaser is not able to get the possession of the said flat against the payment of the balance consideration.

16. This MOU has been executed at Mumbai, the property is situated at Mumbai and the payment is made at Mumbai, hence it is subject to the jurisdiction of the courts of law at Mumbai.

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

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

MR. THEODORE FRANCIS D'SOUZA)

In the presence of)

1. MERCINE JULIANA DSOUZA)
Tb Souza

2. CHANDRAKANT PAGE)
[Signature]



[Handwritten signature of Mr. Theodore Francis D'Souza]

SIGNED, SEALED AND DELIVERED)

By the withinnamed)

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

SIGNED, SEALED AND DELIVERED)

By the withinnamed

MISS. DIPTI BHAU SAWANT

(After marriage name MRS. PRAPTI PRASAD PUJARE)



Dipti

Prapti

MR. PRASAD PRAKASH PUJARE)

As Purchaser)

In the presence of)

1. PRAKASH VASANT PUJARE ⇒

2. SUNANDA GANPAT MANE ⇒



Prasad

प्रकाश व. पुजारे
श्री. सुनंदा गणपत माने.

RECEIPT

RECEIVED from the withinnamed Purchaser, **MISS. DIPTI BHIAU SAWANT (After marriage name MRS. PRAPTI PRASAD PUJARE) and MR. PRASAD PRAKASH PUJARE** a sum of Rs. 1,00,000/- (Rupees One Lakh Only) being the part payment/consideration of the sale and transfer of the Flat No. 1004, adm. 556 sq. ft. i.e. 51.65 sq. mtrs. Carpet area with One Car Parking Space No. ___, on 10th floor, Building known as "Pratik Paradise", situated at, Datar Colony, Bhandup (E), Mumbai – 400 042.

Sr No	Rupees	Bank Transfer A/c No	Dated	Drawn On
1.	1,00,000/-	0151101000006881	14/08/2024	Model Co-Op Bank

I SAY RECEIVED,

WITNESSES:

- MERCINE JULIANA DSOUZA
- CHANDRABAKANT S. PAGE

VENDOR

MR. THEODORE FRANCIS D'SOUZA

PAID BY,

DIPTI B SAWANT

Dipti B Sawant

PRASAD PRAKASH PUJARE

Prasad Pujare