

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is made, entered and executed at Thane, on this **26th day of Aug 2024**.

BETWEEN

(1) MR. BAIDYANATH JHA Aged 53 years, **PAN NO. AFCPJ2629B**,
& (2) MRS. REETA JHA Aged 53 years, **PAN NO. AZGPJ3506M**
both are Indian Inhabitants, residing at – Flat No- 004, W1, CASA
Fresco A- E CHS Ltd, Lodha Amara, Kolshet Road, Thane West
400607 hereinafter referred to as the "**TRANSFERORS**" (which
expression shall unless it be repugnant to the context or meaning
thereof includes their heirs, executors, administrators and assigns)
of the **FIRST PART**;

AND

(1) SMT. SIRIPURAM SNEHA RAJPAL W/O SAIKRISHNA
SIRIPURAM aged 31 years, **PAN No. CKCPM0619R** and **(2) MR.**
SIRIPURAM SAIKRISHNA aged 32 years, **PAN No. CMLPS0938N**
both are Indian Inhabitant, residing at Flat No 2303, Wing B, Allura,
Lodha Park, P.B Marg, Lower Parel, Deepak Talkies, Worli, Mumbai
– 400018, hereinafter referred to as the "**TRANSFEREES**" (which
expression shall unless it be repugnant to the context or meaning
thereof includes his heirs, executors, administrators and assigns) of
the **SECOND PART**;

WHEREAS:

1. The **TRANSFERORS** are the owners and absolute seized and in possession of a premises bearing **Flat No.004**, having admeasuring **737 Sq.Ft. carpet** i.e. **68.56 Sq.Mtrs.**, on **Ground Floor**, in **Building Name/Wing :W-1**, alongwith **One Car Parking Space No. P12-750**, in the Project known as **"CODENAME BIG BANG"**, of the Society known as **CASA FRESCO A TO E CO-OPERATIVE HOUSING SOCIETY LIMITED** bearing Regn. **No. TNA/(TNA)/HSG/(TC)/30795**, **dated 07/06/2018**, lying, being and situated at - LODHA AMARA, Kolshet Road, Thane (W)-400607 (hereinafter referred to as "**SAID PREMISES**").

AND WHEREAS **(1) MR. BAIDYANATH JHA & (2) MRS. REETA JHA** have purchased the said premises from **Macrotech Developers Limited** vide **Agreement to Sell dated 04/01/2019** and registered the same with Sub-Registrar of Assurances, Thane under **Document No.THN2/152/2019 dtd. 04/01/2019**.

AND WHEREAS this **Memorandum of Understanding (M.O.U.)** is entered into between party of the First Part and party of the Second Part for confirming the intentions of the parties to enter into Agreement for Sale and in relation to modality of payment of the said Sale proceeds.

AND WHEREAS the **TRANSFERORS** have agreed to sell the above referred Flat to the **TRANSFEREES** for the Total Sale Consideration of **Rs.1,20,00,000/- (Rupees One Crore and Twenty Lacs Only)** and shall be paid to **TRANSFERORS** **us under: -**

- a) **Rs.69,30,000/- (Rupees Sixty-Nine Lakhs and Thirty Thousand Only)** paid till date by **TRANSFEREES to TRANSFERORS**. (Difference amount INR 60000 will be payable/receivable subject to verification)

- b) **Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only)** to be deducted from total sales consideration and paid towards @ 1% TDS under Income – Tax Act, 1961. The same 1% TDS will be deposited by the TRANSFEREES with the Income-Tax authorities and the TDS certificate shall be handed over to the **TRANSFERORS.**
- c) Balance payment **Rs. 49,50,000 (Forty-Nine Lakhs and Fifty Thousand Only)** shall be paid within 30 days from signing of this MOU as **FULL AND FINAL PAYMENT**, If **TRANSFEREES** fails to pay balance payment within the time period, then INR 20 Lakhs will be forfeited by **TRANSFERORS** and if **TRANSFERORS** cancels the deal, then INR 20 Lakhs will be paid by **TRANSFERORS** to **TRANSFEREES** as penalty.
2. The **TRANSFERORS** is in possession of the Said Premises as the member of the said Society and holding **Ten** Shares of Rs.50/- each bearing **Shares Nos. from _____ to _____** under **Share Certificate No. _____** And have all the rights, title and interest to deal with the Said Premises in whatever way they like.

NOW THEREFORE THIS INDENTURE WITNESSETH & IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. The **TRANSFERORS** will hand over all the previous Xerox copies of Agreements/Documents related to the said Flat along with the Society NOC to the **TRANSFEREES** or its Bank as early as possible for obtaining loan and at the time of final disbursement from Bank will hand over the original all document including Agreement copies to the **TRANSFEREES/** Bank.

2. The **TRANSFERORS** will pay & clear all the society maintenance dues, electricity charges, Mahanagar Gas charges, Municipal charges, Lodha FCAM & other charges/ dues or any outstanding payables till the date of handing over possession of the said flat. The **TRANSFEREES** will be liable for all the dues, charges & payables from the date of possession of the said flat.
3. The **TRANSFERORS** shall sign and execute any deed or writing required to be signed and executed to complete the title of the said Flat in the name of **TRANSFEREES**, if and when required at the cost of the **TRANSFEREES**.
4. The **TRANSFERORS** shall sign and execute any document/forms/papers required for the purpose of transferring the electricity meter, gas connection etc. installed in the Said Flat, in the favour of **TRANSFEREES**.
3. The **TRANSFERORS** are the sole and absolute owners of the Said Premises and and No Other Person has any interest therein save and except the **TRANSFERORS**;
4. The **TRANSFERORS** have not sold transfers, alienate or encumber the Said Premises and/or any part thereof and has not entered into any agreement orally or in writing to sell, transfer alienate or encumber the Said Premises and/or any part thereof to or in favour of the any other person whatsoever.
5. The **TRANSFERORS** have not received any token money, earnest money or any amount whatsoever in respect of the Said Premises from any third party or any other person.
6. There are no outstanding mortgages, liens and notices for acquisition in respect of the Said Premises.
7. The Said Premises is not subject matter of any pending suit or attachment before or after judgment of any court of law or

authority for recovery of any debt, decrrial amount, Income Tax, Wealth Tax, Gift Tax or any other amount by way of taxes and/or penalties thereon.

8. The **TRANSFERORS** shall obtain the necessary **NO OBJECTION CERTIFICATE** from the said Society to effectuate the legal transfer of the said premises and the shares in respect of the said premises in favour of the **TRANSFEREES/Bank** herein.
9. The **TRANSFERORS** shall deliver, vacant and peaceful possession of the Said Flat to the **TRANSFEREES** on receipt of full and final consideration amount.
10. The **TRANSFEREES** shall bear the amount to be spent towards stamp duty & registration fee.
11. The Society Transfer fee will be borne by **TRANSFERORS** and **TRANSFEREES** in equal proportion.
12. The below listed fixtures are included with Flat,

Descriptions	No. of Units
Air-Conditioner	3
Geyser	2
Chimney	1
Hanging Lights	3
Ceiling Fans	3
Cupboards	2
Zoomer Light	1
Intercom	1
Exhaust Fans	3
Tube lights	2
Ceiling Lamps	3
TV Unit	1
Balcony Canopy	Yes
Balcony ACP Sheets	Yes
Modular Kitchen	Yes
Staircase with Glass	Yes

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day and year first herein above written.

SIGNED AND DELIVERED by)
the withinnamed "**TRANSFERORS**"

(1) MR. BAIDYANATH JHA)

(3) MRS. REETA JHA)
in the presence of)

SIGNED AND DELIVERED by)
the withinnamed "**TRANSFEREES**")

(1) SMT. SIRIPURAM SNEHA RAJPAL
W/O SAIKRISHNA SIRIPURAM)

(2) MR. SIRIPURAM SAIKRISHNA)
in the presence of)

1.

2.