

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2024

07 OCT 2024

19AB 880934



जिल्हा कोबागार कार्यालय, ठाणे
16 SEP 2024
प्रमुख लिपीक / लिपीक

Annexure-1 Only for Affidavit
Serial No. 103677 Date
Stamp Purchaser's Name Adv. Yogendra Dubay
Place of residence & Signature

Stamp Vendor Signature
Mr. Mahendra Mishra Shingade
License No. 1201043, Shingade Services, Shop No. 47,
Gr. Floor, Prabhat Centre, Sector-1A, CBD Belapur, Navi
Mumbai-400614. Mo. 9324704124

या संपत्तीचे जाणे घुसक करीत केला त्याची त्याच कारणातून
मुक्त करी घेण्यातून १ महिन्यात बापणे कॅनव्हाउट आहे

MEMORANDUM OF UNDERSTANDING

This 'Memorandum of understanding' made at Kharghar, Navi Mumbai on this 30th Day of October-2024,

BETWEEN

MR. GAUTAM SHATRUGHNAPRASAD KUMAR (PAN: AJIPK0411C), aged- 47 years, an adult, Indian inhabitant, and residing at Flat No. A-402, GIRIRAJ HORIZON, Plot No. 43A, 43B & 44B, Sector- 20, Kharghar, Navi Mumbai, Pin- 410210, hereinafter called "The Seller" (which expression shall unless the same be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors, administrators, assigns, agent & attorney) of the "ONE PART".

AND

MR. MAHENDRA KESHAW DAWANE (PAN: AFXP2731F), aged- 47 years, an adult, Indian inhabitant, and residing at S.G.B.S College Road, New Adarsh Colony, Purna, Parbhani, Maharashtra, Pin- 431511, hereinafter called as "THE PURCHASER" (which expression shall unless the same be repugnant to the context or meaning thereof shall mean and deemed to include his heirs, executors, administrators, assigns) of the "SECOND PART". (The party of the First part and the Second part are collectively called "parties").

31/10/24
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manner-

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AMOUNT & PARTICULARS:-

a) Rs. 50,000/- (Rupees- Fifty Thousand Only) as part payment paid to the sellers vide Ref No. 430110344826, on dated- 28/10/2024, from Axis Bank, Branch- Crawford market, Mumbai.

b) Rs. 50,000/- (Rupees- Fifty Thousand Only) as part payment paid to the sellers vide ref No. 430208666930, on dated- 28/10/2024 from Axis Bank, Branch- Crawford market, Mumbai.

c) Rs. 4,00,000/- (Rupees- Four Lakh Only) as part payment paid to the sellers vide Ref No. 430410653305, on dated- 30/10/2024 from Axis Bank, Branch- Crawford market, Mumbai.


d) Rs. 1,00,000/- (Rupees- One Lakh Only) as part payment paid to the sellers vide Ref No. 430413584300, on dated- 30/10/2024 from Axis Bank, Branch- Crawford market, Mumbai.

e) Rs. 1,44,000/- (Rupees- One Lakh Forty Four Thousand Only), as TDS to be deducted as per section 194 IA of the Income Tax Act, 1961, and to be paid immediately after execution of the Agreement to sell. (To be paid by the purchasers towards applicable TDS 1 %) and the purchaser will provide Challan/receipt to the seller after registration of part agreement and later on the seller will have a claim over the refund or benefit of TDS). The amount of TDS so deducted under the Income Tax Act, 1961 shall form a part of the valuable consideration for the sale of the Said flat.

f) Rs. 1,36,56,000/- (Rupees- One Crore Thirty Six Lakh Fifty Six Thousand Only), being balance consideration amount or part of full and final payment shall be paid by availing a Housing Loan from the requisite bank/financial institute or by own sources, on or within 90 working days from the date of execution of Agreement to sell. In case

31/10/24 Purchaser will not able to close the deal within 90 days, the agreement will be closed and seller will return all the money without interest.

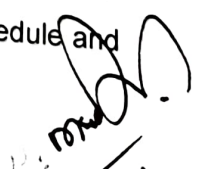
2) The purchaser has taken full inspection of the said flat and the seller is selling the said Flat as on actual condition 'as is where is basis' along with all fixtures, furniture, electronics, etc., and not responsible or promising to repair any parts, accessories, and damages.

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- 3) The seller does hereby declare that he shall pay Panvel Municipal Corporation Tax (Property Tax), MSEB Electric bills, and Society Maintenance Charges to their authorities up to the date of giving physical possession to the purchaser. The seller undertakes to pay all the outgoings amount by way of taxes, and other dues till the date of handing over physical possession to the purchaser and the purchaser shall be the responsible for such payments effective from the date of possession.
- 4) The seller agreed to deliver vacant and peaceful possession of the said flat after receipt of full & final payment from the purchaser with the execution of the sale deed and thereafter seller has full responsibility to hand over peaceful possession of the said flat.
- 5) The purchaser shall pay stamp duty, registration charges, legal document charges, advocate fees, and CIDCO Transfer Charges (If Any) by own. The Society transfer/NOC charges shall be paid by purchaser.
- 6) The purchaser shall be liable to pay society maintenance charges, electricity charges & all other outgoings dues, and their share according to the percentage in common expenses payable in respect of the said flat from the date of physical possession.
- 7) The purchaser agrees and binds themselves to pay regularly all Service charges, Panvel Municipal Corporation Tax (Property Tax), or any other taxes and outgoings that may from time to time be levied against the land or building.
- 8) The seller will at all times thereafter at the request of the purchaser execute any document or documents as the purchaser may require for perfectly assuring unto and to the purchaser their right, title, and interest in to and upon the said flat.
- 9) The seller further agrees to hand over the original agreement, receipt, letter, and share certificate along with other documents to the purchaser upon receipt of full and final payment in respect of the said flat and will obtain the receipt for the same.
- 10) This memorandum of understanding was made in the presence of the seller, and purchaser, and they have signed the documents after reading all the terms & conditions, sentences, and points, without any force or pressure, and also agreed to follow the same.
- 11) The seller shall co-operate with the purchaser for transferring the said flat in the name of the purchaser if the purchaser has paid all the dues on time as per the schedule and in the respect of the M.O.U.


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RECEIPT:

Received the sum of Rs. 6,00,000/- (Rupees- Six Lakh Only) from MR. MAHENDRA KESHAW DAWANE being token amount/part payment in respect of the sale of Flat No. 402, 4th Floor, A- Wing, an admeasuring area about- 758 Sq. Ft Built up, along with an open car parking no. 09, in the Society, known as "GIRIRAJ HORIZON" Co-Operative Housing Society Limited, Sector- 20, Plot numbers- 43A, 43B & 44B, Kharghar, Navi Mumbai, Taluka- Panvel, District- Raigad, Pin- 410210, with the registration district Raigad & Sub District Panvel.

Payment Details as follows:-

SL. No.	Date	Ref no.	Drawn On	Amount
1	28/10/2024	430110344826	Axis Bank, Crawford market, Mumbai.	Rs. 50,000/-
2	28/10/2024	430208666930	Axis Bank, Crawford market, Mumbai.	Rs. 50,000/-
3	30/10/2024	430410653305	Axis Bank, Crawford market, Mumbai.	Rs. 4,00,000/-
4	30/10/2024	430413584300	Axis Bank, Crawford market, Mumbai.	Rs. 1,00,000/-
Total-				Rs.6,00,000/-

I say received-
Rs. 6,00,000/-


31/10/24

MR. GAUTAM SHATRUGHNAPRASAD KUMAR
(SELLER)

WITNESS:

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