

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) IS MADE AND ENTERED INTO AT NAVI MUMBAI ON      DAY OF November 2024 BETWEEN:

**Mr. Sandeep Kumar Kejariwal, PAN AAAPK1431N**, aged 61 Years, and **Mrs. Anju S Kejariwal, PAN AAHP3638B**, aged 56 years, Indian Citizens having permanent residence at Flat No 604, Gypsy rose society Shastri Nagar Lokhandwala Andheri west Mumbai 400053 hereinafter referred to as **"Vendors"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators) of the ONE PART;

**AND**

**Mr. Sanjay Parchani, PAN AHKPP2717J**, aged 51 years and **Ms. Vanita Sanjay Parchani, PAN ARLPK4815B**, aged 45 years, Indian Inhabitants, currently residing on rental at C 801 Gee Cee Cloud 36, Plot no 6, Sector 11, Ghansoli, Navi Mumbai , Thane Maharashtra – 400701 hereinafter referred to as **"Purchasers"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors and administrators) of the OTHER PART;

WHEREAS the Vendor, being in exclusive possession and occupation of the Premises, has agreed to sell the Premises along with the right to use of Car parking in the Society and Furniture and Fittings in the Premises and the Purchasers have agreed to purchase, the shares together with all the rights, title and interest of the Vendor in the Premises, car parking and Furniture & Fittings at the price and upon the terms and conditions agreed between them.

---

Mr. Sandeep Kumar kejariwal

---

Mr. Sanjay Kumar Parchani

Mr. Anju S Kejariwal

Ms. Vanita Sanjay Parcahni

**AND WHEREAS the Vendor and the Purchasers hereto are desirous of reducing the terms and conditions mutually agreed upon between them into writing.**

<b>Sr. No</b>	<b>Particulars</b>	<b>Details</b>
1.	<b>Premises</b>	Flat No.C801, GeeCee Cloud 36 Co-op Hsg Society Ltd, admeasuring 45.071 sq meter carpet area as per index 2, situated on land bearing Plot No.6, Sector 11 , Village Ghansoli Navi Mumbai 400701 <b>(said Premises)</b>
2.	<b>Car Park</b>	One car parking space No.73 at the ground of the said building Geece Cloud 36 Co-op Hsg Society Ltd as allotted by the Society/Developer vide its letter dated 4.8.2018 ( sanjay ji please check car parking no)
3.	<b>Furniture &amp; Fittings</b>	Furniture and Fittings as available and fitted in the flat.
4.	<b>Total Consideration</b>	Rs. 2,20,00,000/- (Rupees Two Crores Twenty Lakhs Only) as the total consideration payable by Purchasers to the Vendor as under: (100 % Mr Sandeep Kumar Kejariwal) <ul style="list-style-type: none"> <li>a. Rs. 200,000/- (Rupees Two Lakh Only) vide transfer ref dated to the account no. , HDFC Bank of Mr Sandeep Kumar Kejariwal</li> <li>b. Rs. 3,00,000/- (Rupees Three Lakhs Only) (Including TDS) vide transfer ref dated to the account no. , HDFC Bank of Mr Sandeep Kumar Kejariwal</li> <li>c. 35,00,000 (Rupees Thirty Five Lakh only ) before Sale Deed registration</li> <li>d. Rs. 1,80,00,000/- (Rupees one crore eighty lacs Only) being the balance part of the total consideration to be paid on or before 31/12/2024 <b>(appointed date)</b> either through Cheque/Demand draft/NEFT / RTGS to the account of the Vendor after deduction of tax at the appropriate rate u/s 194IA of the Income Tax Act, 1961 or on the basis of the tax deduction certificate obtained by the vendor under section 195.</li> </ul>
5.	<b>Sale Agreement</b>	It is agreed and undertaken by the parties herein that the Agreement for Sale / Sale Deed shall be registered on or before 31/12/2024 being the

Mr.Sandeep Kumar kejariwal

Mr. Sanjay Kumar Parchani

Mr. Anju S Kejariwal

Ms. Vanita Sanjay Parcahni

		appointed date, time being of essence.
6.	<b>Documents</b>	The Vendor/s agree to obtain from the Society, at their own cost, all documents which may be necessary or expedient to complete the transaction and enabling the Purchaser/s to obtain a loan, including NOC to transfer, NOC to Mortgage, No Dues Certificate, title flow letter, Letter for Registration purposes, Copy of Occupation Certificate, copy of approved plans, etc.
7	<b>Transfer Charges to the Society and CIDCO</b>	The Vendor and Purchasers agree that the transfer charges or any other charges to effect the transfer payable to the Society in this regard in respect of the said Premises will be borne equally between the Vendor and Purchasers. <b>The Vendor and Purchasers agree that the transfer charges or any other charges to effect the transfer payable to the CIDCO in this regard in respect of the said Premises will be borne by Purchasers.</b>
8	<b>Possession</b>	It is agreed between the parties that the possession shall be handed over to Purchasers only upon payment of the balance consideration as per terms and conditions stipulated in clause nos. 4 above and on execution and registration of the Agreement for Sale / Sale Deed by the Vendor in favor of the Purchasers for the said Premises.
9.	<b>TDS</b>	The Purchasers shall provide a TDS certificate (in applicable forms) to the Vendor within 15 (fifteen) days from the date of registration of the Sale Agreement or Date of payment, whichever is later..
10	<b>Stamp duty and registration</b>	The Purchasers alone shall bear and pay Stamp duty and registration charges.
11	<b>Maintenance Charges</b>	The Vendor will pay and clear all the society dues and other payment due to the Society upto the possession of the Premises. Since the date of handing over the possession of the Premises, the Purchasers shall bear and pay Maintenance along with any other Charges.
12	<b>Mode of Payment</b>	All payments in respect of the purchase of the said Premises shall be made vide RTGS/NEFT and or by DD/Cheque.
13.	<b>Default</b>	<b>Non completion of sale by Purchasers :</b> In the event the transaction cannot be completed by the appointed date owing to non-performance of the obligations by the Purchasers, the Vendors shall be entitled to void this agreement in their sole discretion and in that event the Purchasers shall be liable to pay liquidated damages of Rs. 50,000/- (Rupees Fifty Thousand Only). The Vendors shall be entitled to set off the token amount against the

Mr.Sandeep Kumar kejarawal

**Mr. Sanjay Kumar Parchani**

**Mr. Anju S Kejarawal**

**Ms. Vanita Sanjay Parcahni**

		<p>liquidated damages payable and refund the balance token amount to the Purchasers, if any. Upon payment of the liquidated damages, the Purchasers shall have no further claims against the Vendors and the Vendors will be at liberty to sell the said Premises to any other person(s) of their choice without any further intervention or claims by the Purchasers.</p> <p><b>Non completion of sale by Vendors :</b> In the event the transaction cannot be completed by the appointed date owing to non-performance of the obligations by the Vendors, the Purchasers shall have the discretion to either insist upon the specific performance by the Vendors or void this agreement. In either event, the Vendors shall be liable to pay liquidated damages amounting to Rs 50,000/- (Rupees Fifty Thousand Only) to the Purchasers.</p> <p>In the event the Purchasers choose to insist upon specific performance by the Vendors, the Vendors must forthwith, without demur execute and register all such papers, documents, deeds etc., as may be deemed necessary or expedient by the Purchasers.</p> <p>In the event the Purchasers choose to void this agreement, then both the parties agree that upon such rescission and payment of the liquidated damages along with the amounts received by them under this agreement, all rights and obligations between the parties shall stand terminated with immediate effect.</p>
13	<b>Rent</b>	Currently Purchasers are occupying premises on Rental basis from Vendors.. Purchaser will pay rent up to payment date of total consideration of Rs.2,20,00,000/- to vendors i.e up to the date of possession.
14.	<b>Copies as Original</b>	This MOU is being executed in duplicate and both shall be the treated as originals for the purpose of this Understanding. Both parties to this MOU have executed the MOU in the presence of the witnesses mentioned herein. Each party shall retain one copy of the same.

Mr.Sandeep Kumar kejarawal

Mr. Sanjay Kumar Parchani

Mr. Anju S Kejarawal

Ms. Vanita Sanjay Parcahni

Both the parties agree to the aforesaid terms and conditions for the sale/purchase of the said Premises

**Vendor**

**Purchasers**

We, the undersigned witnesses, do hereby confirm that the above persons have signed the same in our presence and in the presence of both of us.

**Witness for the Vendor**

**Witness for the Purchaser**

**Witness 1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness 2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness 1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Witness 2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Mr.Sandeep Kumar kejarawal

\_\_\_\_\_  
Mr. Sanjay Kumar Parchani

\_\_\_\_\_  
Mr. Anju S Kejarawal

\_\_\_\_\_  
Ms. Vanita Sanjay Parcahni