

**MEMORANDUM OF UNDERSTANDING**

Dated \_\_\_\_\_ November, 2020

BETWEEN

\_\_\_\_\_

as **“VENDOR”**

AND

\_\_\_\_\_  
as **“PURCHASERS”**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) made at Delhi this \_\_\_\_ day of November, 2020;

BETWEEN

\_\_\_\_\_ (having his PAN \_\_\_\_ ) and \_\_\_\_\_ (having her PAN \_\_\_\_ ) have their address at and residing at \_\_\_\_\_, hereinafter referred to as the “**Vendors**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, for individuals, their respective heirs, executors, administrators and assigns, for HUF its present members and their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

AND

\_\_\_\_\_, (having his PAN \_\_\_\_ ) , hereinafter collectively referred to as “**the Purchasers**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, for individuals, their respective heirs, executors, administrators and assigns, for HUF its present members and their respective heirs, executors, administrators and assigns) of the **SECOND PART**;

The Vendors and the Purchasers are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

### **W H E R E A S:**

- A. By and under Deed of Conveyance dated \_\_\_\_\_ and \_\_\_\_\_ became owner of \_\_\_\_\_ admeasuring approx. \_\_\_\_\_ in the building known as \_\_\_\_\_ admeasuring \_\_\_\_\_ (hereinafter referred to as the “**said Flat**”) from \_\_\_\_\_ for consideration and upon the terms and conditions contained therein.
- B. Pursuant to the negotiations between the Vendors and the Purchasers, the Vendors has agreed to sell, transfer and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendors, the said Flat free from all encumbrances of any nature whatsoever together with the right to receive the quiet, vacant and peaceful possession of the same and enjoy all the privileges attached to the said Flat at or for the lumpsum consideration of \_\_\_\_\_ ) to be paid in the manner and on the terms and conditions as recorded and hereinafter appearing;

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

1. The recitals contained above form an integral and operative part of this MOU as if the same are incorporated herein verbatim.
2. The Vendors represents to the Purchasers that the recitals above record the accurate and complete facts regarding the said Flat and do not suppress any relevant facts.
3. The Vendors have agreed to sell, transfer and assign to the Purchasers and the Purchasers have agreed to purchase and acquire from the Vendors, the said Flat free from all encumbrances of any nature whatsoever comprising of the following:
  - (i) All rights and benefits to use and occupy the said Flat and more particularly described in Part A of the SCHEDULE hereunder written, together with the right to enjoy all the privileges attached to the said Flat at or for a lumpsum consideration of [REDACTED] [REDACTED] (“the said Consideration”).
4. The **said Consideration** is paid by the Purchaser to the Vendors who have given their consent to the same. The said Consideration amount of [REDACTED] /-[REDACTED] at the instruction of the Vendors shall be paid by the Purchasers in the following manner: -
  - (a) a sum of [REDACTED] by way of advance token to be paid by the Purchasers to the Vendors and specifically to [REDACTED] [REDACTED] shall be consenting party on execution of this MoU.
  - (b) the sum of [REDACTED] shall be paid by the Purchasers to the Vendor upon the execution of the Deed of Transfer/ Sale Deed by Demand Draft or Bankers cheque to [REDACTED] [REDACTED] shall be consenting party.
5. (a) The Parties hereby agree that the Purchasers shall be free to carry out their investigation of title of the said Flat in any manner they desire after execution of this MOU.
5. (b) The Parties hereby agree that any defect in title shall be rectified to the extent possible by the Vendors (save and except where the non-fulfillment on the part of the Vendors of any such claim/obligation is as a consequence arising due to the breach, fault and negligence of the Purchasers in performance of the terms of this Memorandum or force majeure, acts of God or for any such other unforeseen circumstances beyond the reasonable control of the Vendor), within 15 days of being so intimated about such claims or defects or non-fulfillments by the Purchasers in writing. In case, the Vendors are unable to rectify the title then the Purchasers shall be entitled to refund of the entire amount advanced under this MOU without any interest;

The aforesaid conditions shall be hereinbefore and hereinafter collectively referred to as the “**Conditions Precedent**”. The Vendors and Purchasers herein agree and confirm that the Conditions Precedent shall be complied on or before 15 days from the date of execution of this MOU and/or such other time as may be extended by the Parties mutually in writing (hereinafter referred to as the ‘**Date of Completion**’). The Vendors shall extend their full co-operation and assistance for the due compliance of the Conditions Precedent but in no way shall be held responsible for the non-performance of the aforesaid Conditions Precedent

6. Upon fulfillment of the Conditions Precedent above, the transaction for the sale by the Vendor and purchase of the said Flat by the Purchasers shall be completed in the manner as set out herein below (“**Closing Date**”):
  - (i) Upon fulfillment of the Conditions Precedent, the Vendors shall intimate the Purchaser about the same by way of a letter and request the Purchaser to make the balance payment as set out in clause 4(b) within 15 calendar days of receipt of the letter
  - (ii) The Vendor and the Purchasers shall duly sign and execute the requisite Deed of Transfer/Sale Deed within 30 days from signing of MoU for the sale and transfer of the said Flat, simultaneously with the receipt of the balance payment within as set out in clause 4(b), in the name of the Purchasers and lodge the same for registration with the concerned Sub-Registrar of Assurances and admit execution thereof;
  - (iii) sign and execute all forms if required for transferring the said Flat in the name of the Purchasers in respect thereof
  - (iv) In addition to the aforesaid, the Vendor shall sign and execute all other documents as may be reasonably required for effectual transfer of the said Flat in favour of the Purchasers;
  - (v) All the original title deeds, which are relating to the said Flat shall be handed over to the Purchasers on fulfilment of Condition Precedent and payment of full Consideration amount to the Vendors.
7. The Purchaser has taken loan from \_\_\_\_\_ of \_\_\_\_\_ amount, and it's a sole liability of the purchaser to arrange the loan sanction letter within 15 days of signing the MoU and give a copy of the same to the vendors. The Vendors should be handed over a demand draft or a banker's cheque for the loan amount before the registration of the property in favor of the Purchasers.
8. The Vendors hereby represent, warrant, undertake, declare and state that:-
  - (i) The Vendors is well and truly entitled to the said Flat and no other person/s has/have any right, title, interest, claim whatsoever in the said Flat or part thereof;
  - (ii) The Vendors has obliged and honored all its obligations under the said Agreement;

- (iii) The said Flat are free from all encumbrances whatsoever and the Vendors shall remove all defects in title with respect to the said Flat, if any, found as contemplated hereinabove;
  - (iv) The Vendors is in possession of all the original title deeds relating to the said Flat;
  - (v) The Vendors have absolute right and authority to enter into this MOU;
  - (vi) The Vendors have not entered into any Memorandum of Understanding and/or Agreement for Sale and/or any other agreement or arrangement with any other person or party nor have accepted any token deposit or earnest money or otherwise from any person or party, with respect to the said Flat and till the completion of the transaction and during the subsistence of this MOU shall not create any encumbrance or any other third party rights of any nature whatsoever in respect of the said Flat or part thereof;
  - (vii) The Vendor has not in any way encumbered or agreed to encumber by way of mortgage, collateral security, charge, lien, trust, sale, pledge, personal guarantee or other rights or otherwise howsoever their right, title and interest in the said Flat or any part thereof;
  - (viii) The said Flat is not subject to any litigation or proceedings in any Court or Tribunal nor there is any attachment on the said Flat either before or after judgment or prohibitory order issued by the Competent Authority or Court prohibiting the sale or transfer of the said flat as contemplated under these presents;
  - (ix) The Vendor has paid up to date all charges and/or any other amount payable in respect of the said Flat and nothing is due and payable till date;
  - (x) The Vendors is aware of the fact that the Purchasers have agreed to pay monies to the Vendors under this MOU and repeat the correctness thereof and do and each of them doth hereby agree to make good the Purchasers against all losses, damages, litigations, claims, demands and costs that may be made and/or raised by any one or incurred by the Purchasers as a result of any of the statements, representations, assurances, confirmations herein contained being found to be untrue or incorrect.
9. The Vendors hereby covenant with the Purchasers that all outgoing and charges in respect of the said Flat if any, upto the date of execution and registration of the Deed of Transfer/ Sale Deed and handing over of the possession of the said Flat shall be borne and paid by the Vendor and thereafter the same shall be borne and paid by the Purchasers. The proportionate advance property tax needs to be paid back to the Vendors subject to the transaction getting completed as stated in the MoU.
- 10.** In the event of the Purchasers being unable to comply with and/or fulfill all or any of their obligations hereinabove including the Conditions Precedent within the stipulated time provided herein (save and except where the non-completion on the part of the

Purchasers is as a consequence arising due to the breach, fault and negligence of the Vendors in performance of the terms of this Memorandum or force majeure, or acts of God or for any such other unforeseen circumstances beyond the reasonable control of Purchasers) then the Vendor shall retain [REDACTED] [REDACTED] ) as and by way of liquidated damages upon signing of MOU;

11. In the event, the Vendor are unable to complete the transaction as stipulated hereinabove for any reasons beyond their control then the Purchasers shall be entitled to receive [REDACTED] as deposit money without any penalty within 7 days of notifying by the Purchasers to the Vendors in writing / email.
12. The Purchasers confirms that he is NRI and will deduct only 1% of the total purchase value and hand over TDS challan to the Vendors before registering the said Flat.
13. The Conditions Precedent, time as to payment and handing over peaceful and vacant possession of the said Flat as enumerated hereinabove are the essence of this MOU.
14. The stamp duty and registration charges payable on the Agreement for Sale/Deed of Transfer and this MOU, if any, shall be borne and paid by the Purchasers alone.
15. Save as otherwise provided hereinabove all costs, charges and expenses of and incidental to this transaction and/or any other documents to be executed in pursuance hereof shall be borne and paid by the respective parties incurring the same.
16. This MOU shall not be altered, modified or supplemented except with the prior written approval of the parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by both the Parties.
17. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all or any prior negotiations, representations or agreements, either oral or written and shall be legal, binding and capable of specific performance thereof.
18. This MOU is subject to the exclusive jurisdiction of Courts at Delhi.
19. Each party shall bear and pay fees of their respective legal advisors.
20. Transfer charges/contributions to be paid to the Society for the transfer of the said Flat by the Vendor to the Purchasers if any, shall be borne and paid by both the Vendor and Purchasers in equal proportions.
21. Each party agrees that this MOU is a binding agreement they shall be entitled to seek specific performance of this agreement.

