

# MEMORANDUM OF UNDERSTANDING

VENDORS :

First Part Aged : Adult, Hindu by Religion,  
residing at : \_\_\_\_\_,  
Ahmedabad.

PURCHASER :

First Part Aged : Adult, Hindu by Religion,  
Party of the residing at : \_\_\_\_\_,  
Second Part Ahmedabad.

1. WHEREAS the Vendor is the Sole and absolute owner and occupier of the property bearing Office No. \_\_\_\_\_, on the \_\_\_\_\_ Floor, having construction admeasuring about : \_\_\_\_\_ sq. fts. (carpet area / Super Built-Up Area) or thereabouts, in “\_\_\_\_\_” the said Association / Society, (Scheme known as “\_\_\_\_\_”), which is constructed on the land bearing Final Plot No. \_\_\_\_\_ of Town Planning Scheme No. \_\_\_\_, situated, lying and being at Moje Village \_\_\_\_\_, Taluka \_\_\_\_\_, in the Registration District of Ahmedabad and Sub District of Ahmedabad-\_\_ (\_\_\_\_\_), which is referred to as the “said property” in this M.O.U. and the party of the FIRST PART agreed to sell the said property to the party of the Second Part and the party of the Second Part have agreed to purchase the said property alongwith all rights therein for the agreed price of Rs.\_\_\_\_\_.00 (in words Rupees \_\_\_\_\_ Only) and the party of the Second Part has agreed to purchase the said property for the said amount.
2. That the party of the Second Part has paid the sum of Rs.\_\_\_\_\_.00 (in words Rupees \_\_\_\_\_ Only) by Cash / Cheque and the Vendors have received the same. That the Vendors indemnifies that the Titles of the said property, are clear, marketable and saleable and further the Vendor shall obtain the title clearance certificate to that effect from the any advocate referred by the Purchaser at the sole cost & expenditure of the Purchaser herein. That the time limit of this M.O.U. is fixed up to \_\_\_\_\_ the same limitation will start from the date of execution of the said M.O.U. and the Purchaser shall pay the rest of the amount of the consideration to the Vendors within the above referred limitation and on receipt of the said total consideration the Vendors shall execute the registered deed of conveyance (sale deed) in favour of the Purchaser or in the name/s the purchaser refers and accordingly hand over the peaceful and vacant possession of the said property.
3. That if the Purchaser is ready to pay the amount of rest of the consideration and the Vendors deny to execute the registered sale deed within the time-limit mentioned hereinabove, in that situation the said Agreement is to be performed specifically i.e. this Agreement is capable for specific performance under the Indian Contract Act and if the Purchaser fails to pay the amount of rest of the consideration within the time limit mentioned hereinabove, in that situation the Vendors will be entitle to dispose of / transfer / assign the said property in any manner which they desire and the said M.O.U. will stand cancelled as well the amount paid in the said M.O.U. to the Vendors by the

Purchaser as earnest money will be forfeited and the purchaser accordingly will not have any right on the said property as mentioned above.

- 4. It is agreed by and between the party hereto that the Purchaser shall bear the entire expenses of this M.O.U. as well as registered sale deed etc. like Stamp duty, Registration fees, drafting charges and incidental expenses, exclusively in respect of the aforesaid sale as well as the transfer fee of the Association / Society and the VENDORS shall pay all the Government & Semi-Government Taxes, Electricity Bill, Ahmedabad Municipal Corporation Taxes, Association / Society's Maintenance Charges etc. and outgoing and dues if any in respect of the said property till the date of registered sale deed and the VENDORS shall obtain the No-Objection as well as No-Dues Certificate from the said Association / Society prior to executing the Registered Sale Deed (Deed of Conveyance).

**IN WITNESS WHEREOF** both the VENDORS and Purchaser have set his seal and hands hereto in the manner hereinafter appearing on this date, i.e. **05<sup>th</sup> April, 2008.**

SIGNED SEALED AND DELIVERED )  
 by the withinnamed VENDORS )  
 ) \_\_\_\_\_  
 )

SIGNED AND SEALED )  
 by the withinnamed PURCHASER )  
 ) \_\_\_\_\_  
 )

in the presence of :- )

1. \_\_\_\_\_

2. \_\_\_\_\_