



भारतीय गैर न्यायिक
भारत INDIA



रु. 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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BF 313449



6 MAY 2022

मुद्रांक मुक्त - सही
कस्त नोंदणी होणार काहे का ? होय/काही
मुद्रांक नं. 11696 दिनांक 17/5/2022

मुद्रांक निमत घेणाऱ्याचे नांव व सही
होते वस्तुतः त्याचे नांव व सही ताहेर इमरान अली एसाजी

मुद्रांक लिपिक/उप-लेखाधिकारी
कोर्टावर कार्यालय, वधी.

मुद्रांक विक्रेता: ब्रामधुत सेतु केंद्र लॉन्ग बँक रोड बाफले
सह्याना क्र. जुना 1/2004 नविन 4501008
जिल्हाधिकारी कार्या. परितर, बिबिघा, वधी
मुद्रांक करदी दिनांक पासुन 6 महिने वापर करता येईल

न के लिखी मकमल

MEMORANDUM OF UNDERSTANDING

THIS DEED OF MEMORANDUM OF UNDERSTANDING is executed and signed at Wardha on this 16th Day of MAY 2022

BETWEEN

MR. TAHER IMRANALI ESSAJI aged 44 years, Business, resident of Near Essaji layout, opp. Rajpal petrol pump, Nagpur road, Tah.& Dist: Wardha - 442001, hereinafter called the party (which term and expression shall, unless repugnant to the context or meaning thereof mean and include the said Party as well his legal representatives, successors, executors, administrators and assigns etc) of the FIRST PART.

AND

Mr. ATUL WALMIKRAO PISE aged 42 years, Business, resident of 252, Ward no 11, Fatepuriya layout, Kelkar wadi, Tah. & Dist: Wardha - 442001, and expression shall, unless repugnant to the context or meaning thereof mean and include the said Party as well his legal representatives, successors, executors, administrators and assigns etc) of the SECOND PART.

AND

Mr. ATUL PRABHAKARRAO FATING aged 35 years, Business, resident of Sawangi Meghe, Near petpuja hotel, Tah. & Dist: Wardha - 442001, and expression shall, unless repugnant to the context or meaning thereof mean and include the said Party as well his legal representatives, successors, executors, administrators and assigns etc) of the THIRD PART.

AND

Mr. AMIT RAJENDRA DURGE aged 35 years, Business, resident of Jay durga complex, Gandhinagar, Arvi naka, Tah. & Dist: Wardha - 442001, and expression shall, unless repugnant to the context or meaning thereof mean and include the said Party as well his legal representatives, successors, executors, administrators and assigns etc) of the FOURTH PART.

AND

Mr. ANIL HIRALAL SAHU aged 50 years, Business, resident of At post Khrangana, Tah : Arvi. & Dist: Wardha - 442201, and expression shall, unless repugnant to the context or meaning thereof mean and include the said Party as well his legal representatives, successors, executors, administrators and assigns etc) of the FIFTH PART.

WHEREAS all the parties herein above named has all that piece and parcel of land bearing Survey no 147, Mauza - Inzapur, Tah. & Dist. Wardha, admeasuring 0.85 hectare i.e. 8500 sq. meters (Approx),

Bounded AS UNDER-

To the east	:	Field Survey no. 146
To the west	:	Field Survey no. 148
To the north	:	Field Survey no. 143
To the south	:	Field Survey no. 150

AND

WHEREAS for the diverse reasons and good causes, all the parties has decided to develop the land in to plot scheme in the name and style of "MATOSHREE NAGAR" and sell the plots to interested buyer.



AND

NOW THEREFORE it is mutually agreed by and between the parties hereto as follows.

- 1) That the MOU is effective from 1st Day of January 2022 and shall remain in force up to completion of the said project. This MOU may be terminated, without cause, by any party upon one month written notice, which notice shall be delivered by hand.
- 2) That Sale proceeds and all expenses incurred during development and for completion of the said project and profit & loss arising out of the project shall be shared on the basis of ratio given below:

1	Mr. Taher I. Essaji	22.00%
2	Mr. Atul W. Pise	22.00%
3	Mr. Atul P. Fating	22.00%
4	Mr. Amit R. Durge	22.00%
5	Mr. Anil H. Sahu	12.00%
		<hr/>
		100.00%

- 3) That all the parties has to sign and submit various documents electronically and/or physically and to make application, communications, representations, modification or alterations before various authorities and do necessary and legal compliance as and when required.
- 4) That bank account shall be operated by any two of the above mentioned parties with their joint signatures. In case death of any one of them, the bank account shall not be freeze but the surviving one and legal heirs of deceased entitled to operate the bank accounts.
- 5) That all parties shall raise finance from any financial institution , bank or private party as it deems fit for completion of the project also temporarily borrow from the friends and well wishers as allowed from time to time under various enactments, any amount at mutually decided rate of interest to be near to the prevailing market rate.
- 6) That all necessary, proper, full, correct and regular accounts of sales, purchases, receipts, payments, engagements, transactions, dealings, and things relating to the business shall me made up and maintained under the direct supervision of all the parties. Each party shall have free access at all the times without interruption or hindrance by any other to inspect, scrutinize or copy the same.
- 7) That any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually



agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

This Memorandum of Understanding shall construed, interpreted, governed and applied in accordance with the laws, regulation, ordinances or the like and shall be subject to the exclusive jurisdiction of the Courts at Wardha.

The Parties, by their signatures below, have executed this Agreement and agree to be bound by it.

IN WITNESSES WHEREOF the parties have signed this deed on the day, month and year first above written in the presence of the following witnesses:



Taher Imranali

1] **TAHER I. ESSAJI**

Atul W. Pise

2] **ATUL W. PISE**

Atul P. Fating

3] **ATUL P. FATING**

Amit R. Durge

4] **AMIT R. DURGE**

Anil H. Sahu

5] **ANIL H. SAHU**

WITNESS

1. *Nirhil Kalam Kous*

Nirhil Kalam Kous

2. *Suresh Patil*

Suresh Patil

The executant

has appeared before me and signed the document he admits the contents here in and the execution here of to have been made by him voluntarily.

The signature of the executant is attested by me personally being satisfied on the basis of the documents produced on this date.

Attested on this 17th of 22

Adv. / Notary Smt. Sangeeta S. Rath Seloo Dist. Wardha

Attested
Smt. Sangeeta S. Rath
ADVOCATE / NOTARY
SELOO DIST. WARDHA
(M.S.) INDIA