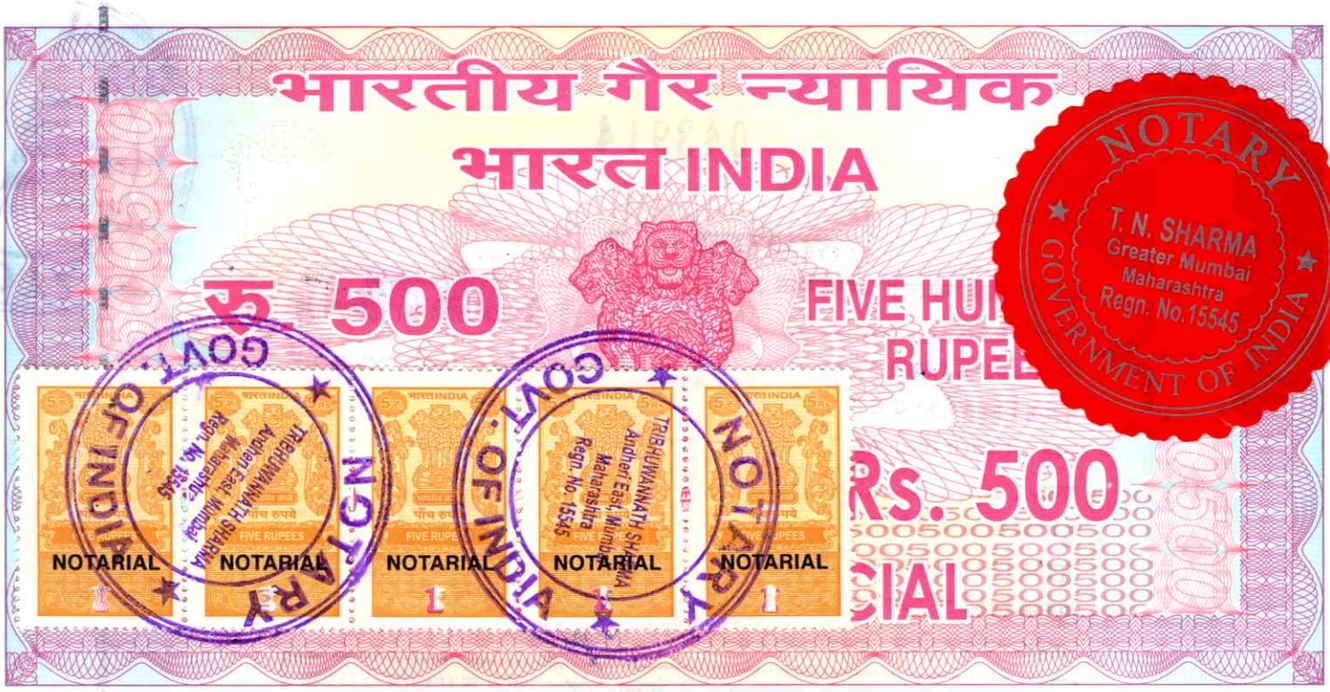
Mou



महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ CM 695328







MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and executed on this 20th day of June, 2024 at Mira Bhayandar is the recording of terms discussed between the parties with relation to the Land described hereinbelow;

043914

जोडपत्र - २

मुद्रांक विक्री नोंदवही अनुक्रमांक ..... दिनांक .....

दस्ताचा प्रकार..... सदर दस्त नोंदणीस पात्र आहे की नाही/नाही

मिळकतीचे थोडक्यात वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नाव- Manish N. Patil

हस्ते असल्यास त्याचे नाव..... Fayaz Shaikh,

पत्ता-..... सही .....

दुसऱ्या पक्षकाराचे नाव..... मुद्रांक शुल्क रक्कम.....

मुद्रांक विक्रेत्याची सही (श्री. वामन भोईर).....

मुद्रांक विक्रीचे ठिकाण/पत्ता- श्री समर्थ कृपा, ८/२९, भाईंदर शॉपिंग सेंटर, भाईंदर (प.) ४०१ १०१, मुद्रांक परवाना क्र. १२०१०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात वापरणे बंधनकारक आहे.

11 JUN 2024

11 JUN 2024

BY AND BETWEEN

M/S. MAYUR CONSTRUCTION CO. through its sole proprietor SHRI. MANISH NANDKUMAR PATIL, having address at Office at C/1-2 Ground Floor, Shalini Complex, Opp. Garden City, Deepak Hospital Road, Mira Road (East). Tal. & Dist. Thane- 401 105 hereinafter referred to as the **'PARTY OF THE FIRST PART'** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/their legal heirs, executors, administrators and permitted assigns) of the **FIRST PART.**

AND

ANJANI KUMAR CO. PVT. LTD (CIN U51900MH198PTC050315), a company incorporated under the provisions of the Companies Act, 1956 and now governed under the provisions of the Companies Act 2013, having address at 306, Raj Chambers, Manchubhai Road, Malad (East), Mumbai- 400 097 through its Director SHRI.SHARAD BHUTRA, hereinafter referred to as the **'PARTY OF THE SECOND PART'** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include its successors and assigns) of the **SECOND PART;**

The party if the First Part, Second Part shall individually be referred to as "Party" or collectively referred to as "Parties".

WHEREAS:-

a) Parties herein are the absolute co-owners, well and sufficiently entitled to all that pieces and parcels of the land or ground bearing Old Survey No., New Survey No., Hissa No., and admeasuring areas are described below.

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area (Sq. Mtrs.)	Share of Party of First Part	Share of Party of Second Part
1.	241	34	10	230	115.00	115.00
2.	236	30	11	380	190.00	190.00
3.	237	186	3	630	315.00	315.00
4.	241	34	6	975	487.50	487.50
5.	236	30	10	630	315.00	315.00
			TOTAL	2845	1422.50	1422.50

Situate at being and lying at Revenue Village – NAVGHAR, Taluka & District Thane, within the local limits of Mira Bhayandar Municipal Corporation, [hereinafter collectively referred to as "The Said Properties" for the sake of brevity and convenience of the parties].

b) Both the parties hereinabove has decided to jointly develop the said properties upon the terms and conditions as setout hereunder.

NOW THIS MEMORANDUM OF UNDERSTANDING WITHNESSETH AND IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1) The aforesaid recital shall form an integral part of this MOU as if the same is reproduced therein and to be read and construed accordingly.

2) The Party of the First Part and the Party of the Second Part by diverse deeds, factors and circumstances become jointly entitled to having equal share and rights each i.e. 50 :50 in the said Properties.

3) The Party of the First Part has decided to bring his 50% undivided share and rights in the said properties in a Proprietary Concern known as Mayur Construction Co. in which he is a Proprietor.

4) The Parties hereinabove for deriving maximum and optimum benefits in respect of their respective shares in the said properties, have mutually agreed to amalgamate their respective shares and obtain sanction of the development plan and after the development plan is being sanctioned, to share whatever the FSI entitlement and benefits in respect of the said properties in equal proportions.

5) The Parties hereinabove amalgamated development as contemplated by them would consists of 3 (three) nos. buildings, out of which 2 (two) nos. buildings shall be residential exclusively and the third building shall be totally a commercial one. Similarly, the residential buildings shall be developed by each of them independently and separately and deal with the premises thereof with prospective purchasers directly and by executing Agreement for Sale separately and individually, collect the sale proceeds directly and appropriate the same by each of them, without being accountable to other. The third building i.e. the commercial building shall be developed by both the Parties jointly and deal with the premises thereof, as they may mutually decide from time to time.

6) The Party of the Second Part has decided to construct the **building No. 1** and shall known as **"ANJANI ONE"** on the said properties shall be fully entitled to deal with the premises thereof, in favour of the prospective purchasers on what is known as "Ownership Basis" and receive sale consideration directly and appropriate the same for itself, without being accountable to Party of the First Part.

7) The Party of the First Part has decided to construct the **building No. 2** and shall known as **"SHRI. NANDKUMAR MAHADEV ASHIRWAD"** and further that the said Mayur Construction Co. through its Prop. Shri. Manish Nandkumar Patil shall be fully entitled to deal with the premises thereof, in favour of the prospective purchasers on what is known as "Ownership Basis" and receive sale consideration directly and appropriate the same for itself, without being accountable to Party of the Second Part.

8) The Parties have decided that costs, expenses and charges to be incurred for providing common amenities and facilities in the buildings except (Hall) Building No. 3 shall be borne and paid by both parties in equal proportions

9) The Parties have sole obligation to execute conveyance of building of each in the favour of co-operative housing society to be formed of each building.

10) The Parties further agree and assures each other that they will extend all their possible support to each other as and when required.

11) In case of any disputes arising out this MOU between the parties, each party will be entitled to seek specific performance of the same and only the courts at Thane District/Mira-Bhayandar shall have the sole jurisdiction to decide and adjudicate all disputes which may arise between the parties.

THE SCHEDULE ABOVE REERRED TO:

ALL THAT PIECES AND PARCELS of the land or ground bearing Old Survey No., New Survey No., Hissa No., and admeasuring areas are described below.

Sr. No.	Old S. No.	New S. No.	Hissa No.	Total Area (Sq. Mtrs.)	Share of Party of First Part	Share of Party of Second Part
1.	241	34	10	230	115.00	115.00
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5.	236	30	10	630	315.00	315.00
			TOTAL	2845	1422.50	1422.50

Situate at being and lying at Revenue Village – NAVGHAR, Taluka & District Thane, within the local limits of Mira Bhayandar Municipal Corporation.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS HEREOF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED)

by the Within named

"THE PARTY OF THE FIRST PART")

M/S. MAYUR CONSTRUCTION CO.

Through its Sole Proprietor

SHRI. MANISH NANDKUMAR PATIL)



In the presence of witness .....)

1.

2.

SIGNED AND DELIVERED)

by the within named

"THE PARTY OF THE SECOND PART"

ANJANI KUMAR CO. PVT. LTD

Through Director Mr. SHARAD BHUTRA

In the presence of witness.....)

1.

2.



BEFORE ME

TRIBHUWANNATH SHARMA
M.A., Literature (English), LL.B. (Bom)
ADVOCATE & NOTARY, GOVT. OF INDIA
Regn. NO. 15545

Reg. No. 10
Sr. No. 287
Dt. 20/6/24

HARESH S. SHEDEKAR ADVOCATE MUMBAI

20/06/2024

GOVT. OF INDIA NOTARY TRIBHUWANNATH SHARMA Andheri East, Mumbai Maharashtra Regn. No. 15545