

महाराष्ट्र MAHARASHTRA ◑ 2022 ◑ 09 JUN 2022 BN 581670

जिल्हा कोषागार कार्यालय, ठाणे
26 MAY 2022
मुद्रांक प्रमुख लिपीक / लिपीक

जोडपत्र–२
मुद्रांक विक्री नोंदवही अनुक्रमांक 46818 दिनांक 1.6.22
दस्ताचा प्रकार/अनुच्छेद क्रमांक
दस्त नोंदणी करणार आहेत का? होय/नाही – नोंदणी होणार असल्यास
दुय्यम निबंधक कार्यालयाचे नाव _____ मोबदला रक्कम Rs. ____
मिळकतीचे वर्णन _____
मुद्रांक विकत घेणाऱ्याचे नाव Kesar India Limited
दुसऱ्या पक्षकाराचे नाव Kesar Gateway Pvt. Ltd.
दस्त असल्यास त्याचे नाव व भत्ता _____
मुद्रांक शुल्क रक्कम Rs. 500
मुद्रांक विकत घेणाऱ्याची सही
श्री. रविंद्र विष्णू शिंगाडे, परवाना क्र. 13/2000, नविन प.क्र. : 1201643
मुद्रांक विक्रीचे ठिकाण : सुनिता सर्विसेस, शॉप नं. 23, प्रभात सेंटर एनेक्स प्लॉट नं. 7, सेक्टर–1ए, सी.बी.डी. बेलापूर, नवी मुंबई. मो. 09324704129
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

NOTARY
Adv. Sunita J. Patil
Regn. No. 13128
Exp. Date 17/10/2024
Govt. of India

Tripartite Agreement for the Development of Project "Kesar Gateway"

(Memorandum of Understanding)

These Articles are executed at Nagpur on this 6th day of June, 2022

KESAR GATEWAY PRIVATE LIMITED

AUTHORISED SIGNATORY

Sangeeta Gupta

KESAR INDIA LIMITED

Authorised Signatory





Tripartite Agreement for the development of project 'Kesar Gateway'

(Memorandum of Understanding)

These Articles are executed at Nagpur on this 6th day of June 2022.

By and Between

(1) Gopal Fatehchand Gupta, age: 64 years, PAN: ABQPG8902N, AND **(2) Mrs Sangeeta Gopal Gupta, age: 59 years, PAN: AFMPG1869A,** both resident of 915-A, Nikam Building, Tipri Galli, New Itwari Road, Nagpur, Maharashtra – 440002, acting through their Power of Attorney Holder Son, **Mr Sachin Gopal Gupta**, residing at Flat No F- 101, Jagat Plaza, Law College Square, Amravati Road, Dharampeth, Nagpur, Maharashtra – 440010, hereinafter referred to as the **'OWNERS'** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, executors, administrators and assigns) OF THE FIRST PART.

AND

M/s. KESAR INDIA LTD, CIN No.: U51220MH2003PTC142989, through its Director **Mr Sachin Gopal Gupta,** having registered office at: F-101, Jagat Plaza, Law College Square, Amravati Road, Nagpur, Maharashtra – 440010, hereinafter referred to as **'PROMOTER/DEVELOPER'** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title and assigns) OF THE SECOND PART.

AND

M/s. KESAR GATEWAY PVT LTD, CIN No.: U45309MH2021PTC353612, through its Director **Mr Sachin Gopal Gupta,** having registered office at: F-101, Jagat Plaza, Law College Square, Amravati Road, Nagpur, Maharashtra – 440010, hereinafter referred to as **'ERSTWHILE PROMOTER/DEVELOPER'** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title and assigns) OF THE THIRD PART.

WHEREAS:

a) Mr Gopal Fatehchand Gupta and Mrs Sangeeta Gopal Gupta (hereinafter referred to as "**the said Owners**") are the owners of the plot of land bearing Khasra/Survey

KESAR GATEWAY PRIVATE LIMITED

AUTHORISED SIGNATORY

Sangeeta Gupta

KESAR INDIA LIMITED

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Nos 108, 109, 110, 111/1, 111/2 and 113, lying, being and situated at Village/Mouza: Yerkheda, Talathi Saza No 16, Taluka: Kamptee and District: Nagpur (hereinafter referred to as "**the said property**").

b) The Said Owner vide MoU dated 13.03.2020 (hereinafter referred to as the **earlier MoU**) had agreed to assign the development rights of the said property to M/s. Kesar Gateway Pvt Ltd (hereinafter referred to as the '**Erstwhile Promoter/Developer**') for construction of a real estate project, '**Kesar Gateway**' (hereinafter referred to as the **Said Project**) on the Said Property for terms, conditions and consideration more particularly contained therein. The project was to be of plotted type real estate project.

c) The Said Project is duly registered with MahaRERA in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 under the project registration no. **P50500032514.**

d) However, it has been decided between the Owners and the Erstwhile Promoter that the Said earlier MoU shall be treated as cancelled/terminated/void and that the Said Project shall now be developed by the sister concern of the erstwhile Promoter, i.e. by M/s. Kesar India Ltd (hereinafter referred to as the '**Promoter**').

e) The Erstwhile Promoter has not created any charge/encumbrance on the Said Property of any nature and that have not created any third party rights over the Said Property/Said Project.

f) Accordingly, the Owner and the Promoter have entered into an MoU for development of the Said Property/Project vide Memorandum of Understanding dated 01/01/2022 (hereinafter referred to as the **Said MoU**) duly notarized by notary Advocate, Karamjeet Kaur Bakshi under the notary registered entry no. 3836 dated 01/01/2022. The Promoter has agreed to develop the Said Project in accordance with the terms, conditions and consideration as more particularly contained in the Said MoU.

KESAR GATEWAY PRIVATE LIMITED
AUTHORISED SIGNATORY

KESAR INDIA LIMITED
Authorised Signatory

g) The parties hereto are entering into this tripartite Agreement so that the real estate project may be transferred from Erstwhile Promoter to the Promoter herein and that the Promoter shall take over all the rights, title, interest, assets and liabilities of the Said Project.

NOW IT IS HEREBY AGREED, DECLARED, UNDERSTOOD AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Parties agree that, the recitals and the representations and warranties set out in these presents record the accurate and complete relevant facts regarding the said property and the said project and the Parties has not suppressed any relevant facts.

2. The Owner agrees to transfer all the development rights of the Said Property in favour of the Promoter in accordance with the terms of MoU dated 01/01/2022. The Erstwhile Promoter, being sister firm of the Promoter herein, has no objection for the same.

3. The Promoter agrees to take over all the rights, title, interest, assets and liabilities of the Said Project from the Erstwhile Promoter. The Promoter shall complete the necessary formalities for transferring the said project bearing RERA registration no P50500032514 in their name and that Owners/Erstwhile Promoter shall extend their necessary cooperation for the same.

4. The Erstwhile Promoter and the Promoter share common shareholders and directors. Therefore, the parties have decided to change the name of the promoters from Erstwhile Promoter to the Promoters herein for effectively completing the Said Real Estate Project.

5. The Promoter shall solely be liable for construction of the said Project and marketing of the Plots to be developed on the said Project Land.

KESAR GATEWAY PRIVATE LIMITED

AUTHORISED SIGNATORY

KESAR INDIA LIMITED

Authorised Signatory

6. The Promoter shall be solely responsible to discharge their obligations under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulation framed thereunder in respect of the Plots to be constructed on the said Project Land that will be sold/disposed off by the Promoter.

7. The Owner shall sign and execute all documents as required by the Promoter for the effective sale of the plots to be constructed on the said plot. The Owner shall provide its full and necessary support and co-operation to ensure smooth sale of the plots in the said project.

8. Any notice or other communication to be served upon any of the Parties be hereunder shall either be delivered by hand with an acknowledgement of delivery obtained or sent by registered post acknowledgement due at the address given in these presents or at such other address as the Parties may from time to time designate in writing.

9. The Courts of Nagpur alone will have exclusive jurisdiction in respect of this understanding and the grant of the irrevocable development rights and ultimate transfer herein.

SCHEDULE

ALL THAT piece and parcel of plot of land bearing Khasra/Survey Nos 108, 109, 110, 111/1, 111/2 and 113, lying, being and situated at Village/Mouza: Yerkheda, Talathi Saza No 16, Taluka: Kamptee and District: Nagpur and bounded as follows:

On or towards the North by	:	Kh. No. 117, 29 & 112
On or towards the South by	:	Kh. No. 107
On or towards the East by	:	Kh. No. 114 and N.H. 44
On or towards the West by	:	Nallah

KESAR GATEWAY PRIVATE LIMITED

AUTHORISED SIGNATORY

Sangeeta Gupta

KESAR INDIA LIMITED

Authorised Signatory

IN WITNESS WHEREOF the premises hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
By the withinnamed "OWNERS"

1) Gopal Fatehchand Gupta
2) Sangeeta Gopal Gupta

In the presence of..

1. Kaipashankar Kalsiya -
2. Amit Ghate -

NOTARY Govt. of India

SIGNED SEALED AND DELIVERED
By the withinnamed "PROMOTER"

M/s. KESAR INDIA LTD

Through its Director

Kesar India Limited Nagpur

In the presence of..

1. Muskan Shrinivas
2. Meenal Patil

SIGNED SEALED AND DELIVERED
By the withinnamed "ERSTWHILE PROMOTER/DEVELOPER"

M/s. KESAR GATEWAY PVT LTD

Through its Director

Kesar Gateway Pvt. Ltd. Nagpur

In the presence of..

1. Sangeeta Ratangdale
2. Sheetal Nimje

ATTESTED BY ME

ADVOCATE & NOTARY
Sujata J. Patil B.A. LL.B.
Visava CHS, Plot No. E-124, Room No. 13,
Sec-12, Kharghar, Navi Mumbai-410210
Reg. No.:

09 JUN 2022