



महाराष्ट्र MAHARASHTRA

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NAGPUR TREASURY

76AA 315582

38 DEC 2023

Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

Amalgamated Lease Hold Plot Nos. 384, 385 & 386
City Survey No.395 (Comprising of C.S. Nos. 392, 393, 395, 399, 402, 404, 411, 412, 413,
414, 415, 417 & 418)
Sheet No.62, 69 (Comprising of Sheet Nos. 50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78,
79, 80, 712 & 718)
Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2,
Mouza Chikhali (Deo), Nagpur
Area 4,645.42 Sq. Mts.

This Memorandum of Understanding is executed on this 3rd day of Jan 2024
BY and BETWEEN:

M/s Karria Food and Snacks Pvt. Ltd., a company duly incorporated under the
provisions of Companies Act' 1956 having its registered office at Plot No.919, Bhandara
Road, Near NIT Garden, Deshpande Layout, Wardhaman Nagar, Nagpur – 440 008 (Income

१) मुद्रांक विधी नोंद यही अनुक्रमांक ८४१२९ दिनांक १३/१२/२०१३

२) दस्तावा प्रकार Sm

३) दस्त नोंदणी करणार आहेत काय? होय/नाही

४) मिळकतीचे धोरण्यात वर्णन

५) मुद्रांक विकत घेणाऱ्याचे नाव व राहणी संदीप डोकरा पु. मी. गीवापुर

६) हस्त अस्तव्यास त्याचे नाव, पत्ता व राहणी म. मीवा

७) दुसऱ्या पक्षधारकाचे नाव

८) मुद्रांक शुल्क रक्कम १००

मुद्रांक दिवेता, ला.क्र. १/१९९६, जोड क्र. ४६०१०४३
जिल्हाधिकारी कारभार, त. कार्यालय, पागपूर (शहर)

संपत्ती रत्नमाला कावेरे

अथ कारणामाठी ज्यांनी मुद्रांक खरेदी केला त्यांची त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Tax PAN No. AADCK4319E) through its authorized Signatory **SHRI. GAURAV AGARWALA S/O SHRI ASHOK AGARWALA**, aged about 44 Yrs., Occ. Business, Aadhar Card No. 3431 8684 2057, R/o 501, Silver Oak, Raj Nagar, Katol Road, Nagpur – 440013 (herein after referred to as “Party No. 1”) which expression shall unless repugnant to the context or meaning thereof, always mean and include and its Directors, as well its successors, liquidators, executors, administrators and assigns of **THE FIRST PART**;

AND

M/S. SANDEEP DWELLERS PRIVATE LIMITED, a Company duly incorporated under the provisions of Companies Act, 1956, bearing Incorporation Certificate No. 11-58101, having its Registered Office at 3B, “Gulmohar”, Temple Road, Civil Lines, Nagpur – 440 001, (Income Tax PAN No. AACCS0133P), acting through its Authorized Director **SHRI. GAURAV AGARWALA S/O SHRI ASHOK AGARWALA**, aged about 44 Years, Occ. Business, Aadhar Unique Identity No. 3431 8684 2057, Resident of “Silver Oak”, Raj Nagar, Katol Road, Nagpur - 400013, Tehsil and District – NAGPUR, hereinafter referred to as “Party No. 2”, which expression shall unless repugnant to the context or meaning thereof, always mean and include the Party No. 2 and its Directors, as well as its successors, liquidators, executors, administrators and assigns of the **SECOND PART**;

WHEREAS the Party No. 1 has taken on lease 3 (Three) Lease Hold Plots from Nagpur Improvement Trust, details of the same are as under:

- A) All that Piece and Parcel of Land bearing Plot No.384 admeasuring about 1440.00 Sq. Mts. (15500.00 Sq. Ft.) in terms of registered Lease Deed Dt.27.10.2022 registered at Sr.No.7139-2022 on 28.10.2022 &
- B) All that Piece and Parcel of Land bearing Plot No.385 admeasuring about 1080.00 Sq. Mts. (11625.00 Sq. Ft.) in terms of registered Lease Deed Dt.27.10.2022 registered at Sr.No.7134-2022 on 28.10.2022 &
- C) All that Piece and Parcel of Land bearing Plot No.386 admeasuring about 2125.42 Sq. Mts. (22878.00 Sq. Ft.) in terms of registered Lease Deed Dt.27.10.2022 registered at Sr.No.7141-2022 on 28.10.2022,

Out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418, Sheet No.50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718 of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur for term commencing from 04.10.2022 to 03.10.2052.

AND WHEREAS the Competent Authority – Nagpur Improvement Trust in terms of its Letter Dt.01.08.2023 has permitted amalgamation of Lease Hold Plot Nos. 384, 385 & 386 totally admeasuring 4645.42 Sq. Mts. being portion of Kh. No. 63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No. 395 (comprising of City Survey No. 392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418), Sheet No.62, 69 (Comprising of Sheet Nos. 50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718) of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur (herein after referred to as the “the said property”) and accordingly the same has been mutated in Aakhiv Patrika vide Mutation Entry No. 17939 Dt.02.11.2023.

AND WHEREAS the Party No. 1 being desirous of constructing the said property as residential cum commercial scheme in accordance with Building Rules and Regulations for the time being in force has approached the Party No. 2 and they both have

decided to together construct the said property as residential cum commercial scheme by deploying its resources including financial resources.

AND WHEREAS the Party No. 1 and Party No. 2, therefore, mutually decided to synergize their respective resources & enter into an Memorandum of Understanding, on terms & conditions mutually settled, whereby the Party No. 2 would undertake the construction of the said property by investing & deploying its own resources including financial resources and the Party No. 1 would be paid a share in the net profit after deducting all expenses, etc. as mentioned herein below against the cost of the land and in consideration for doing the scheme together with Party No. 2.

NOW, THEREFORE, THE INSTANT MEMORANDUM OF UNDERSTANDING ON TERMS AND CONDITIONS MUTUALLY AGREED WITNESSETH AS UNDER:

1. The Party No. 1 does hereby permit the Party No. 2 to construct on profit sharing basis All that Piece and Parcel of Amalgamated Lease Hold Plot Nos. 384 admeasuring about 1440.00 Sq. Mts. (15500.00 Sq. Ft.) , Plot No.385 admeasuring about 1080.00 Sq. Mts. (11625.00 Sq. Ft.) & Plot No.386 admeasuring about 2125.42 Sq. Mts. (22878.00 Sq. Ft.) totally admeasuring about 4645.42 Sq. Mts. (50003.30 Sq. Ft.), having taken on lease in terms of registered Lease Deed Dt.27.10.2022 registered at Sr.No.7139-2022 on 28.10.2022, Lease Deed Dt.27.10.2022 registered at Sr.No.7134-2022 on 28.10.2022 and Lease Deed Dt.27.10.2022 registered at Sr.No.7141-2022 on 28.10.2022 respectively Out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.395 (comprising of C.S.Nos.392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418) Sheet No.62, 69 (Comprising of Sheet Nos. 50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718) of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur, Tahsil & District Nagpur, herein after referred to as "the said property" more particularly each plots are described in Schedule "A", "B" & "C" of Property and the amalgamated three Plots together are described in the Schedule "D" of Property written herein below forming part & parcel of the instant deed. The permission to construct on the said property is strictly on terms and conditions mutually agreed and, on the conditions that the Party No. 2 shall scrupulously abide by every Building Rule and Regulation for the time being in force.
2. That the Party No. 2 shall open a Bank Account as required under the provisions of The Real Estate (Regulation and Development) Act, 2016 and shall deposit all the receipts in the said account to be utilized by the Party No. 2 as its working capital.
3. Party No. 1 and Party No. 2 to this deed agree that the Party No. 2 shall be entitled to withdraw an amount equivalent to 5% of the profits towards its administrative cost, management salaries, salaries of common staff viz. in house purchase team, marketing team, accounts, team, supervisor, etc. Balance Profit after completion of the project and paying off all the expenses and after paying 5% share of Party No. 2, shall be shared among both Party No. 1 and Party No. 2 in the ratio of 50:50.
4. However, the amount collected from the prospective purchaser towards the actual expenses to be incurred for providing electricity and water amenities or collected towards society deposit, maintenance charges or towards payment of any tax or fee including stamp duty, GST, extra work, External Development or Utility Charges or towards any other amenities, the like shall be exclusively retained by the Party No. 2 and duly applied for the aforesaid purpose(s).
5. The parties to this deed shall meet once a month and before the scheduled date of meeting, the Party No. 2 shall give MIS in pre-decided format to the Party No. 1.
6. The parties are ad-idem that the entire construction activities shall be carried out and the same shall be executed by the Party No. 2, subject to the condition that there is no hindrance

in constructing on the said property from any third person/s in any form including at the site, by investing and deploying its own financial resources, including the expenditure that may be incurred in obtaining sanction of the building plans, engaging Architect, other professionals or man-power and any other costs or charge.

7. It is clearly agreed and understood that the Party No. 2 shall scrupulously abide by the Building Rules and Regulations and the conditions imposed by any statutory or non-statutory authority. It is further agreed and understood that the Party No. 2 shall scrupulously follow the provisions of various labour legislations and allied laws and that any consequence, penal or financial or otherwise, arising out of any breach or infraction of any provision of law by the Party No. 2, it shall be the sole responsibility of the Party No. 2 and that the Party No. 1 shall be kept at all times indemnified against any claim, monetary or otherwise, which may be made by any person or authority if the claim is relatable or founded on the construction activity of the Party No. 2.
8. The Party No. 1 does hereby permit the Party No. 2 to enter into contracts with prospective members of the residential and commercial scheme and to decide the terms and conditions of sale of residential apartments and commercial units, etc. and to receive the entire sale proceeds includes the cost of the land from purchaser of unit/s proposed to be constructed on the said land, and to collect from the prospective purchaser towards the actual expenses to be incurred for providing electricity and water amenities, society/maintenance charges or towards payment of any tax or fee including stamp duty, GST, or towards any other amenities, the like shall be exclusively retained by the Party No. 2 and duly applied for the aforesaid purpose(s). However, it is clearly agreed and understood that the only responsibility of the Party No. 1 towards the prospective members of the scheme is to execute, subject to this MOU remaining in force and subject to the Party No. 2 scrupulously abiding by the terms and conditions of this MOU, sale deed and / or of conveyance of the undivided share and interest in the land and such other document as may be required by the Party No. 2 for the purposes of effectively transferring the premises and undivided share in favor of the prospective member. The Party No. 1 is not otherwise privy to the transaction between Party No. 2 and the prospective member of the scheme and shall not be responsible to the purchaser of the apartment for any deficiency in service rendered by the Party No. 2 nor shall the Party No. 1 be responsible or answerable to the purchaser for any loss or damage caused to the purchaser by any breach or infraction by the Party No. 2 of the agreement between the purchaser and the Party No. 2. The Party No. 1 shall be kept at all times, indemnified by the Party No. 2 against any claim of whatsoever nature which may be made by the purchaser or any other person relatable to the execution of the said scheme.
9. It shall be the responsibility of the Party No. 2 to apply for & obtain sanction to the building plan(s), necessary no objection certificate(s) from various authorities to facilitate early & expeditious execution of the scheme. The Party No. 1 shall not be responsible for the execution of the scheme & shall not, therefore, interfere in the day-to-day activity, whether of construction or otherwise, subject to condition that the scheme is implemented strictly in accordance with building plan(s) duly sanctioned. The Party No. 2 shall construct the area to the extent the same is sanctioned by the planning authority and not beyond the same.
10. The Parties to this MOU agree to give due publicity to the scheme and to the said end to install appropriate sign boards or other modes of publicity.
11. It is agreed and understood that the property in respect of which this MOU is entered into, is correctly described in the Schedule of the property. However, if any defect in description be noticed the same shall be duly got corrected by the Party No. 1 at its own cost and expenses and shall not affect the validity of the MOU.
12. The Party No. 1 assures the Party No. 2 that the Party No. 1 have clear and marketable title to the property and that the Party No. 1 has done no act to encumber the property in any manner either by way of any other agreement or sale or gift or mortgage or charge. Should any loss be caused to the Party No. 2 due to any defect in title, the Party No. 2 shall be kept

duly indemnified at all times. The Party No. 1 further undertakes that till such time as the present agreement is in force they shall not enter into any other agreement or of creating any interest including third party interest in the said property with any other person.

13. That the Party No. 1 and Party No. 2 shall permit the prospective purchaser who enters into an agreement to purchase any unit in the scheme to be constructed on the said property to mortgage the said unit for the purposes of raising financial assistance from any financial institution and Party No. 2 will be Authorised to issue such No Objection Letters to the financial institutions.
14. The parties agreed that should any dispute arises between the parties, concerning or touching any aspect covered by the present agreement or any other writing executed earlier or herein after, which is otherwise relatable to the present agreement, the dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and Party No. 1 and Party No. 2 shall be entitled to appoint one arbitrator each and the two arbitrators to appoint the umpire in terms of the provisions of the said Act.
15. The parties agree that the Courts at Nagpur shall have exclusive jurisdiction to entertain and try any dispute touching the present agreement.

SCHEDULE "A" OF PROPERTY

All that Piece and Parcel of Land bearing Plot No.384 admeasuring about 1440.00 Sq. Mts. (15500.00 Sq. Ft.) out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418 of Sheet No.50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718 of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur and bounded as under :

ON THE EAST	: Plot No.383
ON THE WEST	: Plot No.385
ON THE NORTH	: Road
ON THE SOUTH	: Road

SCHEDULE "B" OF PROPERTY

All that Piece and Parcel of Land bearing Plot No.385 admeasuring about 1080.00 Sq. Mts. (11625.00 Sq. Ft.) out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418 of Sheet No.50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718 of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur and bounded as under :

ON THE EAST	: Plot No.384
ON THE WEST	: Plot No.386
ON THE NORTH	: Road
ON THE SOUTH	: Road

SCHEDULE "C" OF PROPERTY

All that Piece and Parcel of Land bearing Plot No.386 admeasuring about 2125.420.00 Sq. Mts. (22878.00 Sq. Ft.) out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.392, 393, 395, 399, 402, 411, 412, 413, 414, 415, 417 & 418 of Sheet No.50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718 of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur and bounded as under :

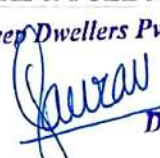
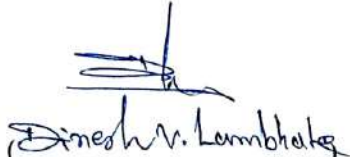
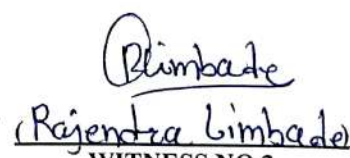
ON THE EAST	: Plot No.385
ON THE WEST	: Road
ON THE NORTH	: Road
ON THE SOUTH	: Road

SCHEDULE "D" OF PROPERTY

All that Piece and Parcel of Amalgamated Plots bearing Plot No.384 admeasuring about 1440.00 Sq. Mts. (15500.00 Sq. Ft.) & Plot No.385 admeasuring about 1080.00 Sq. Mts. (11625.00 Sq. Ft.) & Plot No.386 admeasuring about 2125.420.00 Sq. Mts. (22878.00 Sq. Ft.) totally admeasuring 4645.42 Sq. Mts. (50003.30 Sq. Ft.), out of land bearing Kh.No.63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No.395 (comprising of City Survey No.392, 393, 395, 399, 402, 404, 411, 412, 413, 414, 415, 417 & 418) Sheet No.62, 69 (Comprising of Sheet Nos. 50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718) of Mouza Chikhali (Deo), Nagpur situated in Ward No.22 within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District Nagpur and bounded as under :

ON THE EAST	:	Plot No.383
ON THE WEST	:	24 Mtr. Road
ON THE NORTH	:	36 Mtr. Road
ON THE SOUTH	:	12 Mtr. Road

IN WITNESS WHEREOF the respective parties have set their hands and have signed this MEMORANDUM OF UNDERSTANDING in presence of the attesting witnesses on the date first herein written.

SIGNATURE & FULL NAME For Karria Food and Snacks Pvt. Ltd.  Authorised Signatory M/s Karria Food and Snacks Pvt. Ltd. Gaurav Ashok Agarwala Authorized Signatory (PARTY NO. 1)	SIGNATURE & FULL NAME For Sandeep Dwellers Pvt. Ltd.  Director M/s. Sandeep Dwellers Pvt. Ltd. Gaurav Ashok Agarwala Authorized Director (PARTY NO. 2)
 Dinesh V. Limbade WITNESS NO.1	 Rajendra Limbade WITNESS NO.2