

68/10/19  
20/11/19,

Mr. Chhatrapati Chaudhari

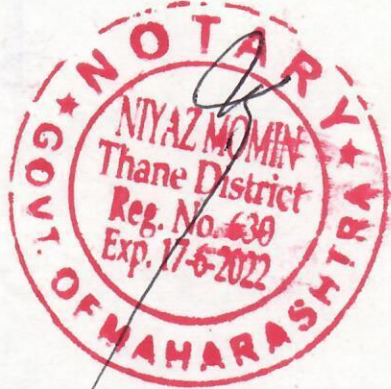
M.O.V



UW 296812



उप कोषागार कार्यालय,  
भिवंडी  
20 JUN 2019  
उप कोषागार अधिकारी  
भिवंडी.



"SHREE" (GENERAL STAMP Rs. 100/-)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made at Bhiwandi on this \_\_\_th day of \_\_\_\_\_, 2019;

*[Handwritten signatures]*

**BETWEEN**

**"THE DEVELOPERS":** M/s. **Shri Hari Realty**, ( PAN NO. ACLFS5572J) a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having its registered office address at at 30/004, Harsh Vihar Bldg No.28,29,30 Co-Op. Hsg. Soc. Ltd., Shanti Nagar, Sector-1, Opp. Shanti Shopping Centre, Mira Road Rly Stan. (East), Thane – 401107; through its partners Shri. Nimesh S. Thakkar, (PAN NO. ADYPT4546M); hereinafter referred to as "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, successors and administrators of such survivors or survivor and his/her/their respective heirs, executors, successors, administrators and assigns) of the **ONE PART; (Hereinafter, "Owner" and "Developer" are collectively referred to as "the Parties" and individually referred to as "the Party" respectively as the case may be)**

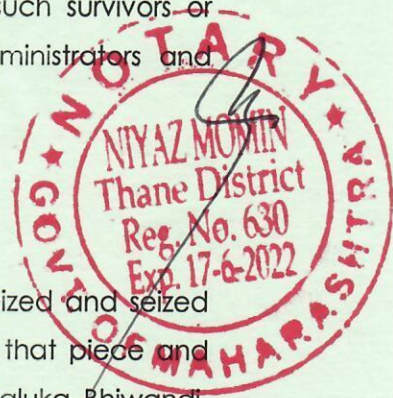
**AND**

**1) SHRI CHHATRAPATI RAMU CHOUDHARI**, Age \_\_\_ Years, Occupation: Business, **2) SHRI SATYAVAN RAMU CHOUDHARI**, Age \_\_\_ Years, Occupation: Business, **3) SHRI HANUMAN RAMU CHOUDHARI**, Age \_\_\_ Years, Occupation: Business, **4) SHRI SHYAM RAMU CHOUDHARI**, Age \_\_\_ Years, Occupation: Business; all are residing at Kamatghar, Taluak. Bhiwandi, Dist: Thane; hereinafter referred to as "**THE LAND OWNERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, successors and administrators of such survivors or survivor and his/her/their respective heirs, executors, successors, administrators and assigns) **PARTY OF SECOND PART,**

**WHEREAS :-**

a. The SHRI SHYAM RAMU CHOUDHARI is absolute owners of and seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 107 (part) of Village Kamatghar, Taluka Bhiwandi, District Thane admeasuring 0 Hectres and 25 Ares equivalent to 2500 sq. meters and more particularly described in the Schedule hereunder written and delineated in red colour boundary line on the plan, hereto annexed and marked as **Annexure "A"** (hereinafter referred to as the "**said Property**").

b. By and under Development Agreement dated 12<sup>th</sup> May 2008, registered by virtue of Confirmation Deed dated 28<sup>th</sup> March 2012 with the Joint Sub-Registrar of Assurances at Bhiwandi – 1 at Sr. No. BVD-1/2547 of 2012, made and executed between the Owner therein party of the one part and the Developer therein referred to as the party of the Second Part, wherein the Owner granted development rights in respect of the said



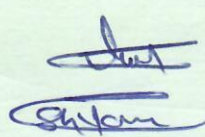

Property unto and in favour of the Developer for the consideration and on the other terms and conditions contained therein under (Hereinafter referred to as the "**said Development Agreement**").

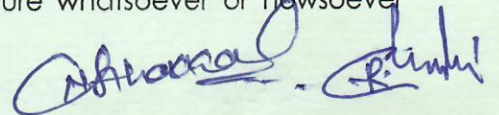
c. By and under Irrevocable Power of Attorney dated 28<sup>th</sup> March 2012, registered with the Joint Sub-Registrar of Assurances at Bhiwandi - 1 at Sr. No. BVD-1/2548 of 2012, made and executed by the Owner in favour of the Developer, the Owner therein granted powers and authorities unto to the Developer to do, all, such acts, deeds, things, matters, etc for on behalf of the Owner including but not limited to for the purpose of development of the said Property by constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon in the manner the Developer in its sole and absolute discretion deems fit and proper (Hereinafter referred to as the "**said Power of Attorney No. 1**").

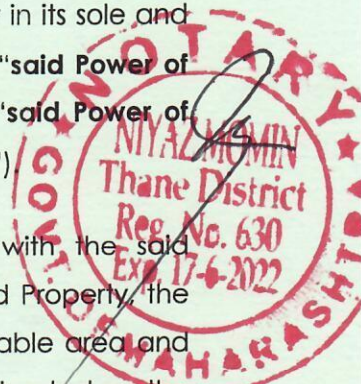
d. Pursuant thereto, by and under Rectification Deed dated 17<sup>th</sup> September 2013, registered with the Joint Sub-Registrar of Assurances at Bhiwandi -1 at Sr. No. BVD-1/8098 of 2013, made and executed between the Owner and the Developer, the parties therein rectified, amended and substituted certain terms and conditions of the said Development Agreement as mentioned therein under (Hereinafter referred to as "**the Rectification Deed**").

e. By and under Irrevocable Power of Attorney dated 12<sup>th</sup> September 2013, registered with the Joint Sub-Registrar of Assurances at Bhiwandi - 1 at Sr. No. BVD-1/8099 of 2013, made and executed by the Owner in favour of the Developer, the Owner therein granted powers and authorities unto to the Developer to do, all, such acts, deeds, things, matters, etc for on behalf of the Owner including but not limited to for the purpose of development of the said Property by constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon in the manner the Developer in its sole and absolute discretion deems fit and proper (Hereinafter referred to as the "**said Power of Attorney No. 2**") and (Hereinafter "**said Power of Attorney No. 1**" and "**said Power of Attorney No. 2**" are collectively referred to as the "**said Power of Attorneys**")

f. In terms of the said Development Agreement read together with the said Rectification Deed out of the total built-up area constructed on the said Property, the Owner shall be entitled to area admeasuring about **26955.00** sq. ft. saleable area and the Developer shall be entitled to remaining balance built up area constructed on the said Property and further all future FSI/TDR of any nature whatsoever or howsoever





arising out of, generated there from and/or capable of being utilized and consumed upon the said Property by the Developers.

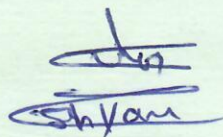
g. **Mr. Chhatrapati Ramu Choudhari, (PAN NO. AGHPC0884F);** Aage 52 years, an adult Indian Inhabitant, residing at Kamatghar, Taluka Bhiwandi, District Thane All that piece and parcel of land bearing Survey No. 108 Hissa No. 5 of Village Kamatghar, Taluka Bhiwandi, District Thane admeasuring 0 Hectres and 52.4 Ares equivalent to 5240 sq. meters;

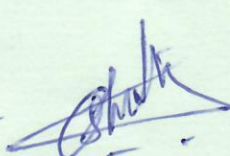
h. By and under Development Agreement dated 12<sup>th</sup> May 2008, registered by virtue of Confirmation Deed dated 28<sup>th</sup> March 2012 with the Joint Sub-Registrar of Assurances at Bhiwandi - 1 at Sr. No. BVD-1/2553 of 2012, made and executed between the Owner therein party of the one part and the Developer therein referred to as the party of the other part, wherein the Owner granted development rights in respect of the said Property unto and in favour of the Developer for the consideration and on the other terms and conditions contained therein under (Hereinafter referred to as the "**said Development Agreement**").

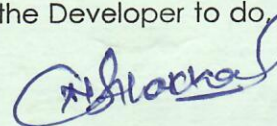
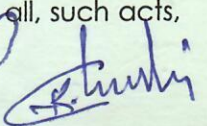
i. By and under Irrevocable Power of Attorney dated 28<sup>th</sup> March 2012, registered with the Joint Sub-Registrar of Assurances at Bhiwandi - 1 at Sr. No. BVD-1/2554 of 2012, made and executed by the Owner in favour of the Developer, the Owner therein granted powers and authorities unto to the Developer to do, all, such acts, deeds, things, matters, etc for on behalf of the Owner including but not limited to for the purpose of development of the said Property by constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon in the manner the Developer in its sole and absolute discretion deems fit and proper (Hereinafter referred to as the "**said Power of Attorney**").

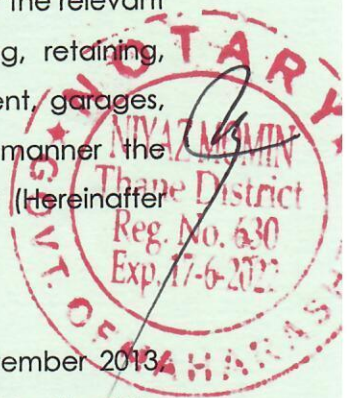
j. Pursuant thereto, by and under Rectification Deed dated 17<sup>th</sup> September 2013, registered with the Joint Sub-Registrar of Assurances at Bhiwandi -1 at Sr. No. BVD-1/8083 of 2013, made and executed between the Owner and the Developer, the parties therein rectified, amended and substituted certain terms and conditions of the said Development Agreement as mentioned therein under (Hereinafter referred to as "**the Rectification Deed**").

k. By and under Irrevocable Power of Attorney dated 12<sup>th</sup> September 2013, registered with the Joint Sub-Registrar of Assurances at Bhiwandi - 1 at Sr. No. BVD-1/8084 of 2013, made and executed by the Owner in favour of the Developer, the Owner therein granted powers and authorities unto to the Developer to do, all, such acts,

  
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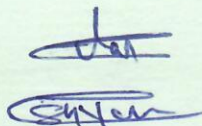


deeds, things, matters, etc for on behalf of the Owner including but not limited to for the purpose of development of the said Property by constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon in the manner the Developer in its sole and absolute discretion deems fit and proper (Hereinafter referred to as the "said Power of Attorney")

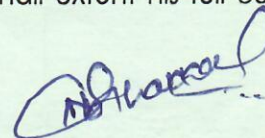
In terms of the said Development Agreement read together with the said Rectification Deed out of the total built-up area constructed on the said Property, the Owner shall be entitled to **56493.00** sq. ft. saleable area and the Developer shall be entitled to remaining entire balance built up area constructed on the said Property and further all future FSI/TDR of any nature whatsoever or howsoever arising out of, generated there from and/or capable of being utilized and consumed upon the said Property by the developer.

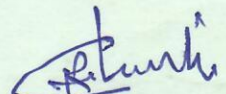
m. Thus, pursuant to the said Development Agreement read together with the said Power of Attorneys and the said Rectification Deed, the Developer has full right and absolute authority to develop the said Property by consuming the entire development potential of the said Property and/or all present and future FSI/TDR generated from the said Property or capable of being utilized on the said Property for the purpose of constructing thereupon such nos. of building(s)/structure(s) as may be permitted from time to time under the relevant development control regulation and selling, transferring, conveying, retaining, leasing, giving on leave and license all flat, unit, premises, apartment, garages, shops, car parking spaces, etc constructed thereupon coming to the share of the Developer in the manner the Developer in its sole and absolute discretion deems fit and proper.

n. The Parties doth hereby agree, confirm, declare, assure, warrant and covenant with each other that the said Development Agreement, the said Power of Attorneys and the said Rectification Deed are valid, subsisting and binding on each of the Parties to this Supplemental Agreement and in terms of the said Development Agreement, the Owner has put the Developer in quiet, vacant, peaceful and physical possession of the said Property and pursuant thereto the Developer in its absolute authority and competency has commenced/will commence and carry on and complete the entire development of the said Property in all aspects by consuming thereupon the entire development potential i.e. all/entire FSI/TDR arising out of, generated there from and/or capable of being utilized and consumed upon the said Property presently and/or at any time in the future for the purpose of developing thereupon building(s)/structure(s) having residential cum commercial use in respect whereof the Owner shall extent his full co-operation to the Developer for the above aforesaid purposes











o. Thereafter by virtue one more Supplementary Deed vide Registration No. \_\_\_\_\_, \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ the land owner SHRI SHYAM RAMU CHOUDHARI & SHRI CHATRAPATI RAMU CHOUDHARI have extended term period for further period of 6 years from the date of Obtaining Construction Permission with new terms and condition by keeping original Development as very same.

p. In terms of the said Development Agreements read together with the said Rectification Deed out of the total built-up area constructed on the said Property, the Owner shall be entitled to area admeasuring about **83448.00** sq. ft. saleable area and the Developer shall be entitled to remaining balance built up area constructed on the said Property and further all future FSI/TDR of any nature whatsoever or howsoever arising out of, generated there from and/or capable of being utilized and consumed upon the said Property by the Developers.

q. AND whereas, it is agreed by between the parties that both lands are in the name of SHRI SHYAM RAMU CHOUDHARI & SHRI CHATRAPATI RAMU CHOUDHARI and accordingly it has been mutated in the names of SHRI SHYAM RAMU CHOUDHARI & SHRI CHATRAPATI RAMU CHOUDHARI in record of rights, and possession of the lands are in the possession of all four brothers that is the party of the Second Part. Hence, all four brothers have requested the developer to allot their share of constructed premises as mentioned hereinabove as per the Development and Supplement Agreements in the form of residential cum commercial premises equally to all four brothers. And the Developer has agreed to distribute equally to the party of the Second Part.

r. But, Now by this Deed of Memorandum of Understanding between the parties that the Developer has agreed to allot part of the construction to be constructed as per the approval obtained from the Bhiwandi Nizampur City Municipal Corporation.

And on formal negotiation with each other they have agreed upon certain points and decided to reduce the same in writing as follows:

**Now this Memorandum of understanding witnesseth as under:-**

1. It is hereby agreed between the parties that said Part construction has been distributed between the party of Second as under:-

**1) SHRI CHHATRAPATI RAMU CHOUDHARI,**

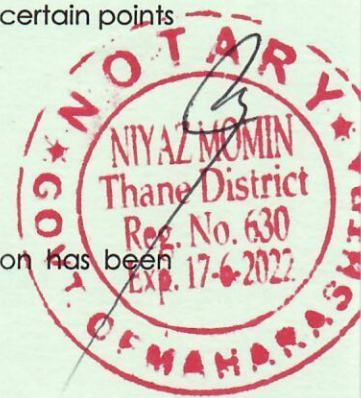
Serial No.	Flat No.	Area in sq.fts (saleable)	Floor	wing
1	102	1060.00	1 <sup>ST</sup>	B
2	801	1060.00	8 <sup>TH</sup>	B
3	804	1080.00	8 <sup>TH</sup>	A

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*



4	1504	1080.00	15 <sup>TH</sup>	A
5	401	740.00	4 <sup>TH</sup>	A
6	1501	740.00	15 <sup>TH</sup>	A
7	706	690.00	7 <sup>TH</sup>	A
8	1506	690.00	15 <sup>TH</sup>	A
	TOTAL	7140.00		

**2) SHRI SATYAVAN RAMU CHOUDHARI,**

Serial No.	Flat No.	Area in sq.fts (saleable)	Floor	wing
1	301	1060.00	3 <sup>RD</sup>	B
2	1501	1060.00	15 <sup>TH</sup>	B
3	1004	1080.00	10 <sup>TH</sup>	A
4	304	1080.00	3 <sup>RD</sup>	A
5	201	740.00	2 <sup>ND</sup>	A
6	901	740.00	9 <sup>TH</sup>	A
7	506	690.00	5 <sup>TH</sup>	A
8	<del>1606</del> 1406	690.00	16 <sup>TH</sup>	A
	TOTAL	7140.00		

**3) SHRI HANUMAN RAMU CHOUDHARI,**

Serial No.	Flat No.	Area in sq.fts (saleable)	Floor	wing
1	<del>1601</del> 101	1060.00	16 <sup>TH</sup> 1st	B
2	1401	1060.00	14 <sup>TH</sup>	B
3	404	1080.00	4 <sup>TH</sup>	A
4	1604	1080.00	16 <sup>TH</sup>	A
5	501	740.00	5 <sup>TH</sup>	A
6	701	740.00	7 <sup>TH</sup>	A
7	306	690.00	3 <sup>RD</sup>	A
8	1106	690.00	11 <sup>TH</sup>	A
	TOTAL	7140.00		

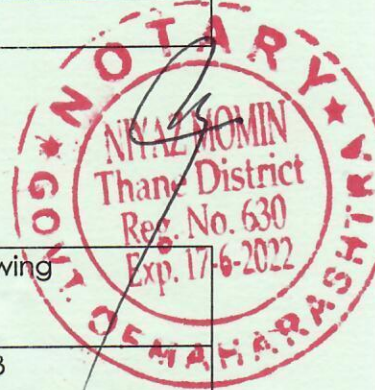
**4) SHRI SHYAM RAMU CHOUDHARI**

Serial No.	Flat No.	Area in sq.fts (saleable)	Floor	wing
1	1301	1060.00	13 <sup>TH</sup>	B
2	401	1060.00	4 <sup>TH</sup>	B

*Shyam*

*Shyam*

*Shyam*





3	<del>204</del> 304	1080.00	<del>2ND</del> 3RD	A
4	1404	1080.00	14TH	A
5	301	740.00	3RD	A
6	1401	740.00	14TH	A
7	1306	690	13TH	A
8	606	690	6TH	A
	TOTAL	7140.00		

2. And it is hereby agreed by the party of Second part that the bifurcation mentioned herein above as our wish and we don't have any objection about bifurcation and distribution made by the party of the First part.

3. Further, it is agreed between the parties, if the party of the Second Part wants sale the said share of allotted to some prospective Buyer/s, then they can sale the same as per the provision of MahaRera Act and also receive payment under provisions of Rera Rules and Regulations by making party of the Second part as a Confirming Party or as Developer. The payment of the same shall be taken as per the schedule given by the Developer.

4. THE Party of First Part herein has undertaken all responsibilities to obtain each & every paper, documents, deeds, etc., to complete the Sale and Development & Construction proceedings in respect of all the lands mentioned herein above written of this MOU.

IN WITNESSES WHEREOF, the parties hereto have hereunto executed this Memorandum of Understanding in the day and the year first hereinabove written.

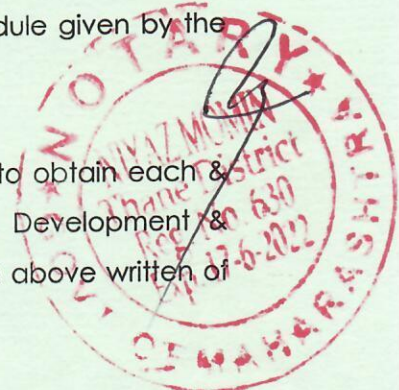
SIGNED, SEALED AND DELIVERED )  
 BY THE WITHIN-NAMED )  
**"THE PARTY OF THE FIRST PART "** )  
 SIGNED AND DELIVERED BY THE )  
 Within named **Developer** )  
**M/s. Shri Hari Realty** )  
 through its partner Shri. Nimesh S. Thakkar )

*Nimesh S. Thakkar*



SIGNED, SEALED AND DELIVERED )  
 BY THE WITHIN-NAMED )  
**"THE PARTY OF THE SECOND PART "** )  
**1) SHRI CHHATRAPATI RAMU CHOUDHARI** )

*Ramu Choudhari*









जोडपत्र क्र २

दस्तावेज प्रकार / अनुक्रमांक **भा. मो. २ (100)**

दातः मोक्या करणार जाहेतः

नोंदणी ठिकाण/असल्या दुःस्थ/विद्यार्थक काय/त्याचे नाव

मिळविणे वेळी

भांबवता रकमत

मुद्रांक विकत घेणारकना नोंद घेता **मी. विजयशारि रत्नश्रीमती**

दुसऱ्या पक्षाकडून **श्री. का. सु. २५१८८ मि. वी.**

हस्तोत्तरावरून घेतले जात आहे **श्री. वी. शि. वी.**

मुद्रांक शुल्क रकमत **900/- २५**

मुद्रांक विकत घेणारकना अनुक्रमांक **1927** दिनांक **29 JUN 2019**

मुद्रांक विकत घेणारकना / कडे घेतले

मुद्रांक विकत घेणारकना - उशील/त. वी.

मुद्रांक विकत घेणारकना / खाणी, ता. पिंपरी

व्यक्तिगत जागा, पिंपरी जि. ठाणे.

मुद्रांक विकत घेणारकना आंक - **1203026**

मुद्रांक विकत घेणारकना

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या कारणासाठी घेतलेले मुद्रांक खरेदी करणे त्याच कारणासाठी  
मुद्रांक खरेदी करणे यामुळे भविष्यात वाचणारे वी. आंक आहे



*Handwritten signatures and marks at the bottom of the page.*