



महाराष्ट्र MAHARASHTRA

© 2023 ©

05 JAN 2024

CD 163655



जिल्हा कोषागार कार्यालय, ठाणे  
 01 JAN 2024  
 मुद्रांक प्रमुख लिपीक लिपीक



विक्री नोंदणी अथवा क्रमांक  
 वसती घरांसाठी / अथवा दुकानांसाठी  
 इतर नोंदणी करणेसाठी आहे का? होय/नाही  
 प्रत्यक्ष निष्पत्ती कार्यालयाचे आहे  
 मालकीचे स्थान  
 मुद्रांक विकत घेण्याचे नाव For Prime Neelkanth LLP  
 दुसऱ्या पक्षासाठी नाव  
 इतर असेल तर त्याचे नाव व पत्ता  
 मुद्रांक मुल्य रक्कम Rs. 500K  
 मुद्रांक विकत घेण्याबाबत सही  
 श्री. रविचंद्र विष्णू शिंगाडे, परवाना क्र. 13/2000, नविन प.क्र. : 12/10/13  
 मुद्रांक विक्रीचे ठिकाण : सुनिल सन्निसेस, रांधि नं. 23, प्रभास मॅटर एव्हेन्यू  
 फ्लॉट नं. 7, सेक्टर-14ए, सी.सी.डी. बेलगाव, नवी मुंबई. मो. 6932470412  
 या कारणासाठी जेव्हा मुद्रांक खरेदी केला त्याची त्वाचे कारणासाठी  
 मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

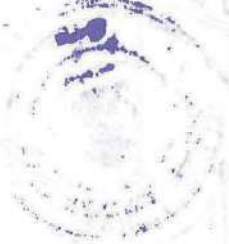
**MEMORANDUM OF UNDERSTANDING  
 FOR DISTRIBUTION OF FLATS/SHOPS**

THIS MEMORANDUM OF UNDERSTANDING FOR DISTRIBUTION OF FLATS/SHOPS is made and entered into at Navi Mumbai, on this \_\_\_ day of \_\_\_\_\_ 2024.

**BETWEEN**

1) MR. SURYAKANT KALURAM DESHMUKH, (PAN NO.AAGPD5229C), (AADHAAR NO.5826 9503 0047), an adult, Indian Inhabitant, residing at Flat No.501, Silver Sand CHS, Konkan Railway

- |                    |                             |               |                |                |
|--------------------|-----------------------------|---------------|----------------|----------------|
| 1) <i>Deshmukh</i> | 3) <i>Joshi</i>             | 5) <i>...</i> | 7) <i>R...</i> | 9) <i>...</i>  |
| 2) <i>...</i>      | 4) <i>प्रदिपकां. देशमुख</i> | 6) <i>...</i> | 8) <i>...</i>  | 10) <i>...</i> |



1. The Government of India  
 2. Ministry of Home Affairs  
 3. New Delhi  
 4. ...  
 5. ...  
 6. ...  
 7. ...  
 8. ...  
 9. ...  
 10. ...

GOVT OF INDIA





Complex, Sector-40, Nerul, Navi Mumbai-400 706, **2) MR. PRABHAKAR TUKARAM DESHMUKH**, (PAN NO.BERPD9237C), (AADHAAR NO.7271 5750 1371), an adult, Indian Inhabitant, residing at 302, Near Datta Mandir, Gavhan, Tal. Panvel, Dist. Raigad, **3) MR. JAGADISH TUKARAM DESHMUKH**, (PAN NO.APBPD3198J), (AADHAAR NO.7383 6403 1290), an adult, Indian Inhabitant, residing at Near Datta Mandir,Gavhan, Tal. Panvel, Dist. Raigad, **4) MR. PRADIP NARAYAN DESHMUKH**, (PAN NO. BTPPD3173G), (AADHAAR NO.2789 3616 0005), an adult, Indian Inhabitant, residing at 152, Saibaba Nagar, Khopoli, Near Khopoli Power House, Raigad-410 204, **5) MR. SANTOSH NARAYAN DESHMUKH**, (PAN NO.AAOPD4085C), (AADHAAR NO.9365 6057 1540), an adult, Indian Inhabitant, residing at Saibaba Nagar, Khopoli, Tal. Khalapur, Dist.- Raigad-410 203, hereinafter referred to as **'THE PARTY OF THE FIRST PART/PLOT OWNERS'** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns).

**AND**

**M/S. PRIME NEELKANTH LLP**, (PAN NO.ABBFP1885E), registered under the Indian Partnership Act, 1932, with the Assistant Registrar/Registrar of Firms, dated 21 October 2021, through its Partners **1) RAHUL DINESH PATEL**, **2) NIKUNJ MANMOHAN AGARWAL**, **3) PIYUSH RASIKBHAI NAKRANI**, **4) ABHAY VIKRAM GUPTA**, having it's registered office at Shop No.04, Om Shanti Premises, Plot No.10, Sector-23, CBD Belapur, Navi Mumbai – 400 614, hereinafter referred to as **'THE PARTY OF THE SECOND PART/DEVELOPERS'** (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns).



- 1)
- 2)
- 3)
- 4)
- 5)

- 1)
- 2)
- 3)

4)

**DESCRIPTION OF PROPERTY**

=====

PLOT NO.137, SECTOR-26,  
PUSHPAK NODE, NAVI MUMBAI.  
TALUKA-PANVEL, DISTRICT-RAIGAD.

ADMEASURING 1210 SQ.MTRS.

=====

(hereinafter referred to as the said 'PLOT')

**AND WHEREAS:**

By an Agreement to Lease dated: **23<sup>rd</sup> March, 2022**, entered into between the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (CIDCO), therein and herein referred to as 'THE LESSOR' and 1) MR. SURYAKANT KALURAM DESHMUKH, 2) MR. PRABHAKAR TUKARAM DESHMUKH, 3) MR. JAGADISH TUKARAM DESHMUKH, 4) SMT. NIRMALA NARAYAN DESHMUKH, 5) SMT. SUNITA BALARAM DESHMUKH, 6) MR. PRADIP NARAYAN DESHMUKH, 7) MR. SANTOSH NARAYAN DESHMUKH, (therein referred to as the LICENSEE), the CIDCO leased a Plot of land in lieu of compensation as resettlement under the 22.5% Scheme, a Plot of Land being Plot No.137, Sector-26, admeasuring 1210 Sq. Mtrs. at Pushpak Node, Taluka-Panvel, Dist.Raigad, (hereinafter referred to as 'THE SAID PLOT').



**AND WHEREAS:**

The said Agreement to Lease dated **23<sup>rd</sup> March, 2022** has been registered at the Office of Sub Registrar Assurances Panvel- 4, Vide Receipt No.3963, Document No.PVL4-3711-2022, Dated: 23.03.2022.

- 1)
- 2)
- 3)
- 4)
- 5)



**AND WHEREAS:**

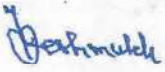


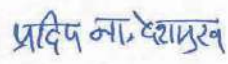

The Physical possession of the said plot has been handed over to the Original Licensees for Development and Construction thereof the Building for Residential cum commercial purposes. The corporation granted permission or license to the Original Licensee to enter upon the said Plot of land for the purpose of erecting building/s.





**AND WHEREAS:**

The said Original Licensees **SMT. NIRMALA NARAYAN DESHMUKH** and **SMT. SUNITA BALARAM DESHMUKH** have released their all rights, interest in and upon the said Plot in favour of **MR. PRADIP NARAYAN DESHMUKH** and **MR. SANTOSH NARAYAN DESHMUKH** by executing Released Deed dated 08.04.2022, duly registered at the Office of Sub Registrar Assurances Panvel-5, Vide Receipt No.6623, Document No.PVL5-6154-2022, Dated: 08.04.2022.

**AND WHEREAS:**

By Tripartite Agreement dated: **07<sup>th</sup> October, 2022**, between the CIDCO THE FIRST PART, the Original Licensees of the SECOND PART & the M/S. PRIME NEELKANTH LLP, through its Partners 1) RAHUL DINESH PATEL, 2) NIKUNJ MANMOHAN AGARWAL, 3) PIYUSH RASIKBHAI NAKRANI, 4) ABHAY VIKRAM GUPTA, therein referred to as the New Licensees of THE THIRD PART. The said "Original Licensees have assigned their 50% (605.00 sq.mtrs) Lease hold rights, interests and benefits over the said Plot being Plot No.137, Sector-26, at Pushpak (Vahal), Taluka-Panvel, Dist.Raigad, to the Party of the THIRD PART on the terms and conditions more particularly set out in the said Agreement to Lease and this Tripartite Agreement.

- 1) 
- 2) 
- 3) 
- 4) 
- 5) 

- 1) 
- 2) 
- 3) 
- 4) 



**AND WHEREAS:**

The said Tripartite Agreement dated 07<sup>th</sup> October, 2022, has been registered at the Office of Sub Registrar Assurance, Panvel-5, vide Receipt No.17714, Document No.PVL5-16305-2022, Dated. 07.10.2022.

**AND WHEREAS:**

The CIDCO has transferred 50% (605.00 sq.mtrs) of the said Plot in favour of M/S. PRIME NEELKANTH LLP, through its Partners 1) RAHUL DINESH PATEL, 2) NIKUNJ MANMOHAN AGARWAL, 3) PIYUSH RASIKBHAI NAKRANI, 4) ABHAY VIKRAM GUPTA, vide CIDCO Letter No. CIDCO/LAND ACQUI/2022/8000159135., dated : 02.11.2022.



**AND WHEREAS**

IT IS MUTUALLY agreed upon and by the Parties herein that the constructed Flats/Shops shall be distributed between the party of the First Part i.e. 1) MR. SURYAKANT KALURAM DESHMUKH, 2) MR. PRABHAKAR TUKARAM DESHMUKH, 3) MR. JAGADISH TUKARAM DESHMUKH, 4) MR. PRADIP NARAYAN DESHMUKH, 5) MR. SANTOSH NARAYAN DESHMUKH and the party of the Second Part i.e. M/S. PRIME NEELKANTH LLP, through its Partners 1) RAHUL DINESH PATEL, 2) NIKUNJ MANMOHAN AGARWAL, 3) PIYUSH RASIKBHAI NAKRANI, 4) ABHAY VIKRAM GUPTA as follows.

- i) FLATS/SHOPS IN FAVOUR OF THE PARTY OF THE FIRST PART, i.e. 1) MR. SURYAKANT KALURAM DESHMUKH, 2) MR. PRABHAKAR TUKARAM DESHMUKH, 3) MR. JAGADISH TUKARAM DESHMUKH, 4) MR. PRADIP NARAYAN DESHMUKH, 5) MR. SANTOSH NARAYAN DESHMUKH, being constructed on Plot No.137, Sector-26, Pushpak, Navi Mumbai, Tal. Panvel, Dist. Raigad,

- 1)
- 2)
- 3)
- 4)
- 5)





| FLOOR   | FLAT/SHOP NO. | NAME   |
|---------|---------------|--|
| GROUND  | SHOP NO.01    | PRABHAKAR TUKARAM DESHMUKH                                   |
|         | SHOP NO.02    | JAGADISH TUKARAM DESHMUKH                                    |
|         | SHOP NO.03    | SANTOSH NARAYAN DESHMUKH                                     |
|         | SHOP NO.04    | PRADIP NARAYAN DESHMUKH                                      |
|         | SHOP NO.05    | SURYAKANT KALURAM DESHMUKH                                   |
|         | SHOP NO.06    | SURYAKANT KALURAM DESHMUKH                                   |
| THIRD   | FLAT NO.301   | SURYAKANT KALURAM DESHMUKH                                   |
|         | FLAT NO.303   | SANTOSH NARAYAN DESHMUKH                                     |
| FOURTH  | FLAT NO.401   | JAGADISH TUKARAM DESHMUKH                                    |
|         | FLAT NO.402   | SURYAKANT KALURAM DESHMUKH                                   |
|         | FLAT NO.406   | PRADIP NARAYAN DESHMUKH                                      |
| FIFTH   | FLAT NO.501   | PRADIP NARAYAN DESHMUKH                                      |
|         | FLAT NO.502   | SANTOSH NARAYAN DESHMUKH                                     |
|         | FLAT NO.503   | SANTOSH NARAYAN DESHMUKH                                     |
|         | FLAT NO.504   | SURYAKANT KALURAM DESHMUKH                                   |
| SIXTH   | FLAT NO.602   | PRABHAKAR TUKARAM DESHMUKH                                   |
|         | FLAT NO.604   | PRABHAKAR TUKARAM DESHMUKH                                   |
|         | FLAT NO.606   | SURYAKANT KALURAM DESHMUKH                                   |
| SEVENTH | FLAT NO.703   | PRABHAKAR TUKARAM DESHMUKH                                   |
|         | FLAT NO.704   | JAGADISH TUKARAM DESHMUKH                                    |
|         | FLAT NO.706   | PRABHAKAR TUKARAM DESHMUKH<br>&<br>JAGADISH TUKARAM DESHMUKH |
| EIGHTH  | FLAT NO.707   | SURYAKANT KALURAM DESHMUKH                                   |
|         | FLAT NO.803   | JAGADISH TUKARAM DESHMUKH                                    |
|         | FLAT NO.804   | PRADIP NARAYAN DESHMUKH                                      |
|         | FLAT NO.805   | SURYAKANT KALURAM DESHMUKH                                   |
|         | FLAT NO.806   | SANTOSH NARAYAN DESHMUKH<br>&<br>PRADIP NARAYAN DESHMUKH     |
|         | FLAT NO.807   | SURYAKANT KALURAM DESHMUKH                                   |



- ii) **FLATS IN FAVOUR OF THE PARTY OF THE SECOND PART, i.e. M/S. PRIME NEELKANTH LLP**, being constructed on Plot No.137, Sector-26, Pushpak, Navi Mumbai, Tal. Panvel, Dist. Raigad.

**That the remaining Flats other than above mentioned list shall be in favour of the party of the second part. i.e. M/S. PRIME NEELKANTH LLP.**

- 1)
- 2)
- 3)
- 4)
- 5)

- 1)
- 2)
- 3)

1)

**AND WHEREAS:**

The party of the first part shall be entitled to the above mentioned Flats/shops as per distribution table only and in future they shall have no right, title, interest over the Flats/ Shops other than their share as mentioned in above list.

**AND WHEREAS :**

It is mutually agreed between both the parties that the additional FSI/Premium FSI/ TDR FSI shall be in favour of the party of the Second Part only and the party of the First part shall not claim, right, interest over the additional FSI/Premium FSI/ TDR FSI.



**AND WHEREAS:**

It is agreed between the parties that as per distribution of Flats/Shops the parties shall be the owners of Flats/Shops mentioned hereinabove and can sell, transfer, allot the Flats/Shops of their share with whomsoever and sale consideration to be accepted directly in their name and Agreement for sale to be executed by the respective holder of Flat/Shops in favour of purchaser of same also they shall have no right to deal with the other Flats/Shops which are not of their share i.e. each party shall deal with the Flats/Shops as mentioned in List of distribution.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**



1. The parties do hereby agree that they shall co-operate to the party of the other part to sell the Flats/Shops coming to their share to the prospective purchaser(s).
2. It is agreed between the parties that they shall have no objection to the party of the other part to sell the Flats/Shops coming to their share and receive the total amount from prospective purchaser(s).

- 1)
- 3)
- 3)
- 4)
- 5)

- 
- 
- 
-



3. It is agreed by and between the parties that they will give the Power of attorney to the other to register the Flats/Shops coming to their share.



SCHEDULE

All that piece or parcel of land known as Plot No.137, Sector-26, in Village Pushpak of 22.5% Scheme containing by measurement 1210 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : 20.00 mtrs. wide road

On or towards the South By : Plot No.142F, 142E

On or towards the East By : Plot No.136

On or towards the West By : Plot No.138



1) Bachmudh

2) [Signature]

3) [Signature]

4) प्रदिप म्हादेशमुख

5) [Signature]

1) R-113

2) [Signature]

3) [Signature]

4) [Signature]

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement and have set and subscribed their respective hands sealed, the day and the year first hereinabove written.

SIGNED AND DELIVERES by the  
Within named PARTY OF THE FIRST PART



*Suryakant*

1) MR. SURYAKANT KALURAM DESHMUKH



*Prabhakar*

2) MR. PRABHAKAR TUKARAM DESHMUKH



*Jagadish*

3) MR. JAGADISH TUKARAM DESHMUKH



*Pradip Narayan*

4) MR. PRADIP NARAYAN DESHMUKH



*Santosh*

5) MR. SANTOSH NARAYAN DESHMUKH



in the presence of .....

Witness

1. Name : Avinash Pradip Deshmukh

Age : \_\_\_\_\_

Mobile No. 9226899083

Address : Khopoli

*Avinash*





Witness  
2. Name : Ratna Odh.  
Age : \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Address: Sector-23  
CBD, Belapur.



SIGNED AND DELIVERED by the  
Within named PARTY OF THE SECOND PART

M/S. PRIME NEELKANTH LLP,  
through its Partners  
1) RAHUL DINESH PATEL



2) NIKUNJ MANMOHAN AGARWAL



3) PIYUSH RASIKBHAI NAKERANI



4) ABHAY VIKRAM GUPTA



Witness

1. Name : Avinash Pradip Deshmukh  
Age : \_\_\_\_\_  
Mobile No. 9026899083  
Address: Khopoli

Witness

2. Name : Ratna Odh  
Age : \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Address: Sec-23  
CBD Belapur

**BEFORE ME**

**R. R. JINDAL**  
B.A., LL.B.  
ADVOCATE HIGH COURT & NOTARY  
B-3/6/0:2, Sector-23, Vashi,  
Navi Mumbai-400 753, INDIA  
PH.: 9987058721 / 2782 5356

JINDAL P01M0UBJR-428-23/06

1-6 JAN 2024  
NOTARIAL REGN. NO. ....DT.....  
084