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# Memorandum of Understanding

This Agreement of M.O.U. made and executed on this 4<sup>th</sup> day of April in the year 2012 at Nashik.

NAMDEO S. GITE Advocate & Notary Govt. of India Nasik - 422 002



#### BETWEEN

Mr.Hemant Haribhau Dhatrak, Proprietor, Dhatrak construwel, Age-45 years.

Address: Bldg.No.4, Stadium complex, M.G.Road, Nashik-422001.

Hereinafter referred to as the "Party of the First part" for the sake of brevity and the said expression shall mean and include its successors and assignees of **The First Part**.

### AND

## Mrs.Shinde Savita Anant

Age-35 years.

Residing at: 1/4, Manovas Row House, Manik-Nagar, Nashik-422009.

Hereingafter referred to as the "Party of the Second Part" for the sake of brevity and the said expression shall in mean and include its successors and assignees of The Second Part.

WHEREAS AS Party of the first part had booked a gala as described in the schedule underwritten and the same was alloted to her by Udyogswamini Mahila co-op.society.

AND WHERE AS Party of the first had entered in to an agreement of sub lease for the galas with udyogswamini Hitawardhini Mahila co-op.society Ltd.which was executed and notarised on 15/7/2002 at the office of the Advocate and Notary P.R.Gite at Sr.No.1829/2002.

AND WHERE AS Party of the first part wanted to sale the gala by the way of transfer of lease rights for some personal reasons.

AND WHERE AS Party of the second part had approached the party of the first part and after negotiations it was decided that party of the first part will surrender her lease rights in favour of

NAMDEO S. G.T.



party of the second part under the terms and conditions mentioned below.

NOW THEREFORE THIS M.O.U.WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS SHOWN BELOW-

- 1. Party of the first part has agreed to surrender the galas described in the SCHEDULE mentioned here under against the consideration of Rs.3,50,000/- (Rupees three lakhs fifty thousand only.) total amount will be paid After the transfer of Gala.
- The Surrender deed is to be executed and notorised immediately. And it is the responsibility of both the parties to complete the finacial transaction without any dispute even after the transfer is completed.
- 3. The expenses for transfer of lease are to be borne by party of the second part.
- 4. It is the responsibility of the party of the first part to cooperate the party of the second part up to the stage of finalization of sub-lease with society and subsequent the possession of the said Gala.
- 5. It is also the responsibility of the party of first part to pay all the dues of the society if any, before the date of the surrender deed if not the party of the second part has to pay the remaining dues if any to the society.

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#### SCHEDULE-I

Description of Building in which the said Galas are situated The Building constructed by Udyogswamini Hitawardhini Mahila co.op.society limited as per the approved plans of MIDC on a piece of land-plot.No.A-17 in Additional Industrial Area in villege limits of Ambad and in the limits of Nashik Municipal Corporation limits and the building is known as UDYOGSWAMINI PRERANA SANKUL, consisting various Galas on Basement, Ground and First Floor.

DESCRIPTION OF THE PROPERTY (GALA DESCRIBED AS FOLLOWS):-

Gala No.BS-3 On Basement floor having the Built-up area of 25.58 sq.mtrs. and carpet Area 24.21 sq.Mtrs. with boundries as mentioned below.

Towards North

Gala No BS 1

Towards South

Gala No BS 2

Towards West

Frant Open Space

**Towards East** 

Plinth of G 25

In witness whereof the parties here to have here unto set and subscribed their hands and seals on the day month and year herein above mentioned.

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED

PARTY OF THE FIRST PART.

Mr. Hemant Haribhau Dhatrak, --

Proprietor, Dhatrak Construwel,

NAMDEO S. GITE Advocate & Notary Govt. of India

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MDEO S

a- Dist. Cou EGD. NO

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED PARTY OF THE SECOND PART.

Mrs.Shinde Savita Anant

In presence of witnesses:

1. shri. Anil Roungnoth Hoolge- ciclo Mashile- Anil free ge

2. ohni oanjay patil - Mashile - pati

IDENTIFIED BY



Noted & Registered 1942/2012 at Serial Number 715/2012

BEFORE ME

NAMDEO S. GITE Advocate & Notary 5-A, New Kalika Society, Old Agra Road, Nashik-2

