



30AB 596979

# **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) made

and entered at Bhiwandi on this 18th day of January, 2025.

#### BETWEEN

M/S. INDIAN CORPORATION, having his principal place of business at 5th Floor, Modi House, Opp. R.T.O Office, Eastern Experess Highway, Thane (West), Through Director Rudrapratap R. Tripathi, Age 56 Years, & Agricultural , (PAN NO.:ACTPTO115A); Business Occupation: hereinafter referred to as "THE DEVELOPER: ; (which Expression shall unless, it be repugnant to the context or meaning thereof, Mean and include its/ their respective heirs, nominees, administrators, legal representatives, assigns, etc); PARTY OF ONE PART,

### AND

M/S. SHRI HARI EARTHMOVERS PVT. LTD., (PAN NO. AABCS8476J); having his principal place of business at 204/205 Konark Sharam, 156 Tardeo Road, Mumbai- 400034, Through CMD ARUN BHALOTIA, Age Adult, Occupation: Business & Agricultural, hereinafter referred to as "THE PURCHASER"; (which expression shall unless, it be repugnant to the context or meaning thereof, mean and include his/her respective heir nominees, administrators, legal representatives, directors, assigns, etc); PARTY OF OTHER PART.

### WHEREAS:-

The Developer is fully seized and possessed of or otherwise well and sufficiently entitled (Marketable title and Kabja Vahitvatdar) of Survey No. 2, Hissa No. ½, 3/A, 3/B, 4, 5/1, 5/2, 5/4, 6, 7, Survey No. 4, Hissa No. 1,2,3,4,paiki, 5 to 9, Survey No. 5, Hissa No. 1 to 7, Survey No. 10, Survey No. 11, Hissa No. 1/1,1/2,2,3/A,3/B, 3/C, 3/D, 4 Paiki . 4 paiki, 4 paiki, Survey No. 12, Hissa No. 1 paiki, 1 paiki, 2,3,4/A, 4/B, 4/C, 4/D,4/E, 4/F,5,6,7/1,1/2, 8 TO 11, Survey No. 14, Hissa No. 1 to 13, Survey No. 15, Hissa No. 1,3,5,6, Survey No. 16, Hissa No. 2/A, 2/B,2/C, 3,4, Survey No. 17, Hissa No. 1, 3,to 6, Survey No. 18, Hissa No. 1 to 5, 6/A, 6/B, 6/C, Paiki 7 TO 11, 12/A,12/B,12/C, Survey No. 19 Hissa No. 1,2, survey no. 20, survey no. 21, hissa no. 1,2,3/A, 3/B, 4, Survey No. 22, survey no. 23, hissa no. 1 to 3,4 paiki, 4 paiki, 5 to 28, Survey No. 24, Hissa No. 1, 2/A, 2/B, 2/C, 3 TO 6, 7/A, 7/B, 8 TO 10,11/A,11/B,11/C,Survey No. 27, Hissa No. 1/A, 1/B, 3/A, 3/B, 4/A, 4/B, 5 TO 8, 9/A, 9/B, 10 TO 16, Survey No. 28, Hissa No. 1 to 4, 5/A, Don

5/B, 5/C, 6/A, 6/B, 6/C, 7, Survey No. 29, Hissa No. 1,2,3/A, 3/C, 4,5, Survey No. 31, Hissa No. 1 to 5 and Survey No.39, Hissa no-1 to 5, Survey No.41, Hissa No-1 to 5; totally admeasuring about 195460.00 Sq. Mtrs.; situate, lying and being at village Mouje - Gundavali, within of the limits of Grampanchayat Gundavali Taluka Bhiwandi, Sub-Registration. District and Taluka Bhiwandi, Registration District and District Thane; (and for the sake of Brevity, hereinafter referred to as "THE SAID LAND").

The Developer herein has entered into Development Agreement with Different Land Owners and has purchased development rights on principal basis with a view to develop the same and to construct a commercial Complex consisting of Godowns and Patra Shed Godowns/ Industrial Sheds.

That the Developer has developed the said land and for that purpose, the Gundavali GRAMPANCHAYAT had given permission for construction and had approved the plans and specifications for the construction of the said property by passing the Resolution No. 5(17) dated 15/12/2008.

The Purchaser have purchased the Building No. 194, Gala No.2, area admeasuring 6250 Sq.Ft. for the Consideration Purchase price Rs. 2896/- per Sq. Ft. i.e. The total consideration is Rs. 18100000/- (Rupees One Crore Eighty One Lakhs Only) plus GST & Other Taxsout of the said total consideration the Purchasers has made advanced payment Rs. 8100000/- (Rupees Eighty One Lakhs Only) that the godown, situated, Laying and being at Mouje Gundavali, Taluka Bhiwandi, Dist. Thane and more particularly described in the "Schedule" written hereunder, (and for the sake of brevity, hereinafter referred to as "THE SAID PROPERTY").

AND WHEREAS the PARTIES hereto have arrived at further agreement In respect of the said property which has been recorded in this X AMA SW MOU in the following manner:-

## NOW THIS INDENTUR WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- The PARTIES hereto agree and declare and that the Developer is 1. desirous of selling and the Purchaser is desirous of purchasing the said property.
- The PARTIES hereto confirm that they have ascertained that the 2. area for the sale of the said property along With available floor space index as per the present rules and regulations.
- The PARTIES have fixed the consideration amount for sale of the 3. said Property at Rs. 18100000/- (Rupees One Crore Eighty One Lakhs Only) plus tax.
- The Purchaser has purchased the Godown in the Building No. 194, 4. Gala No. 2, area admeasuring 6250 Sq.Ft. for the Consideration Purchase price Rs. 18100000/- (Rupees One Crore Eighty One Lakhs Only) plus tax. i.e. out of the said total consideration the Purchaser has made advance payment of Rs. 8100000/- (Rupees Eighty One Lakhs Only) by cheque No. 000009 Dated 16 / 12 / 2025 bank Bank of Barada Branch, Tardeo. This transaction would be valid subject to realization of the above cheque.
- The height of the godown will be '18/25 feet.' from the plinth Level 5. jumbo shed/ Patra shed.
- That the Purchaser is agreeing to pay to the developer the SECOND 6. Installment, out of the balance total consideration of Rs. 10000000/- (Rs. One Crore only) on or before the date of Registration.
- THAT the Developer now have in themselves good rights, full 7. Powers and absolute authority to grant, convey or assure or assign the said property hereby granted, released, conveyed or assured or intended to be UNTO AND TO THE USE OF THE PURCHASER in the manner aforesaid. x AND (An

- 8. That the Purchaser is Liable to pay maintenance of the Godown @ rate of Rs. 1.5/- per Sq.Ft. per annum.
- 9. It is hereby agreed by and between the parties hereto that The Purchaser only shall bear and pay any kind Central and State Govt. Tax which including service Tax and VAT at the time of signing the agreement, as per the prevailing rate as and when applicable time to time.
- 10. The Purchasers agree to abide by and observe all the Rules, Regulations of the authorities concerned, from time to time.

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

SIGNED, SEALED AND DELIVERED

BY THE WITHIN-NAMED "DEVELOPER"

M/S. INDIAN CORPORATION

THROUGH ITS DIRECTOR

SHRI R.P. Tripathi

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SIGNED, SEALED AND DELIVERED
BY THE WITHIN-NAMED "PURCHASER"
M/S. SHRI HARI EARTHMOVERS PVT. LTD.
THROUGH ITS CMD

SHRI ARUN BHALOTIA



### **WITNESSES:**

1. Sautush	R. Cujavaltu.	gayaaltu
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