

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

सौ रुपये
INDIA



महाराष्ट्र MAHARASHTRA

2024

02 DEC 2024

CT 886597



25 NOV 2024



Serial No: 132915

Annexure-II

Date:

MOV

Nature of document/Article No.:

Whether it is to be Registered? ☐ If registrable Name of SRO:

Property Description in brief: Const. Amount: Rs.

Stamp Purchaser's Name: Harish D. Minat

Name of the other party: Manej V. Patil

If through other person then Name & add. Karan

Stamp Duty Amount: Rs. 500/-

Stamp Vendor Signature

Mr. Ravindra Vishnu Shingade

Stamp purchaser's sign

License No. 1281043 Shingade Services, Shop No. 47, 6th Floor,

Prabhat Centre, Sector-1A, CBD Belapur, Navi Mumbai-400614,

Mo.: 9832420424

या दस्तऐवजी वरून पुढील बाबी वीस लाख रुपये यासाठी देण्यात येत आहे

कोटेशन नं. १३२९१५ वरून घेतलेले आहे

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into at Panvel on this 4th day of December, 2024, between (1) SHRI JAYPRAKASH VAMAN PATIL (2) SHRI MANOJ VAMAN PATIL (3) SMT. SHASHIKALA YASHWANT PATIL (4) SMT. PRAMILA MANOHAR MADHAVI (5) SMT. JAYASHREE RAM PHADKE (6) SMT. RANJANA UDAY MUNDHE & (7) SMT. PRIYANKA PRAVIN BHAGAT, all adults, Indian inhabitants, having their address at Navade, Kalamboli, Tal.-Panvel, Dist.-Raigad, hereinafter jointly and collectively referred to as "THE PARTY OF THE FIRST PART" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors,

Bhat Manoj Shashik Ranjan
Manoj J.R. Phadke Bhagat Manoj

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And whereas the Party of the First Part i.e. (1) SHRI JAYPRAKASH VAMAN PATIL (2) SHRI MANOJ VAMAN PATIL (3) SMT. MANORAMA VAMAN PATIL (4) SMT. SHASHIKALA YASHWANT PATIL (5) SMT. PRAMILA MANOHAR MADHAVI (6) SMT. JAYASHREE RAM PHADKE (7) SMT. RANJANA UDAY MUNDH & (8) SMT. PRIYANKA PRAVIN BHAGAT, by their application dated 09/07/2008 requested the corporation to grant lease of a piece or parcel of

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land so acquired and vested in the corporation by the State Government and described hereinafter.

And whereas by virtue of **allotment letter dated 14/07/2021**, (1) SHRI JAYPRAKASH VAMAN PATIL (2) SHRI MANOJ VAMAN PATIL (3) SMT. MANORAMA VAMAN PATIL (4) SMT. SHASHIKALA YASHWANT PATIL (5) SMT. PRAMILA MANOHAR MADHAVI (6) SMT. JAYASHREE RAM PHADKE (7) SMT. RANJANA UDAY MUNDH & (8) SMT. PRIYANKA PRAVIN BHAGAT, had been allotted a piece and parcel of land under erstwhile 12.5% Gaothan Expansion Scheme of CIDCO Ltd., by the said Corporation bearing **Plot No.-2, admeasuring 1999.81 Sq. Mts., situate, lying and being at Sector No.-40, Village- Kharghar, Tal.-Panvel, Dist.-Raigad-410 218**, and more particularly described in the "**First Schedule**" hereunder written (hereinafter referred to as "**THE SAID PROPERTY**") on the terms and conditions including the conditions of lease of the said Property as set out therein;

And whereas the Party of the First Part paid to the Corporation a sum of Rs.33,996.77/- (Rupees Thirty Three Thousand Nine Hundred Ninety Six and Seventy Seven Paise Only) as and by way of full and final payment of Lease Premium and entered into an **Agreement to Lease dated 03/08/2021** and after construction of building(s) on the said Plot of land, the Corporation shall execute the Lease Deed in favour of the Licensees granting the lease of the said Plot to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreement to Lease is duly registered before the Joint Sub Registrar of Assurances at Panvel-2 under Receipt No.-12267, Document No.-PVL2-10570-2021 on 05/08/2021;

And whereas one of the licensee SMT. MANORAMA VAMAN PATIL died intestate and upon application for heirship made by the legal heirs of the deceased i.e. (1) SHRI JAYPRAKASH VAMAN PATIL (2) SHRI MANOJ VAMAN



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Manoj. n. 2021 *J.R. Phadke* *Ramk*
Phadke *Hirwat*



PATIL (3) SMT. SHASHIKALA YASHWANT PATIL (4) SMT. PRAMILA MANOHAR MADHAVI (5) SMT. JAYASHREE RAM PHADKE (6) SMT. RANJANA UDAY MUNDHE & (7) SMT. PRIYANKA PRAVIN BHAGAT, they are formerly recognized as legal heirs of the said deceased under Bombay Regulation Act VIII of 1827 in a Civil Miscellaneous Application No.-568 of 2023 and CIDCO Ltd. by its letter bearing reference number CIDCO/VASHAHAT/SATYO/TALOJA/980/2023/1826/E-245439, dated 25/09/2023, has recorded the name of the legal heirs i.e. (1) SHRI JAYPRAKASH VAMAN PATIL (2) SHRI MANOJ VAMAN PATIL (3) SMT. SHASHIKALA YASHWANT PATIL (4) SMT. PRAMILA MANOHAR MADHAVI (5) SMT. JAYASHREE RAM PHADKE (6) SMT. RANJANA UDAY MUNDHE & (7) SMT. PRIYANKA PRAVIN BHAGAT, as the new licensees of the said plot, the Party of the First Part herein.

And whereas by virtue of a **Tripartite Agreement dated 14/12/2023** duly registered before the Joint Sub Registrar of Assurances at Panvel-5 under Receipt No.-20797, Document No.-PVL5-19011-2023 on 14/12/2023, entered into between the Corporation of the One Part; the aforesaid Original Licensees of the Second Part and **M/S. PARASMANI PROPERTIES**, through its Proprietor SHRI HARESH DHARAMSHI MINAT, of the Third Part, the Corporation agreed to grant to the New Licensees a lease of 50% portion of undivided share of the aforesaid Plot on the terms and conditions specified therein, and whereas the terms and conditions of the said Agreement was complied with by the New Licensees, the said 50% undivided share of the Plot was leased and assigned in favour of the New Licensees i.e. **M/S. PARASMANI PROPERTIES**, through its Proprietor SHRI HARESH DHARAMSHI MINAT and CIDCO vide its letter bearing number CIDCO/VASHAHAT/SATYO/TALOJA/980/2023/2680/E-270892, dated 29/12/2023, transferred the 50% undivided share of the said Plot of land in favour of the New Licensees **M/S. PARASMANI PROPERTIES**, through its Proprietor SHRI HARESH DHARAMSHI MINAT, the Party of the Second Part herein, retaining the remaining 50% undivided share in the name of the Party of the First Part;

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And whereas by virtue of the aforesaid Agreement to Lease, Tripartite Agreement, the parties hereto are absolutely seized and possessed of and well and sufficiently entitled to the said plot of land in equal proportion;

And whereas the parties hereto have presently got the plan sanctioned and approved for construction of the residential building comprising **1 Ground plus 2 (Two) Parking plus 13 (Thirteen) Upper floors (with provision to construct 2 (Two) more Upper Floors)** on the said plot of land vide **Commencement Certificate bearing number CIDCO/BP-18189/TPO (NM & K)/2022/12634 dated 20/06/2024** and obtained Development Permission for the same, issued by the Associate Planner (BP), CIDCO Ltd.

And whereas the parties hereto have proposed to construct on the project land the building project known as "**VAMAN HERITAGE**" consisting **1 Ground plus 2 (Two) Parking plus 13 (Thirteen) upper floors** (with provision to construct 2 (Two) more Upper Floors). The Ground Floor comprises stilt car parking area, first Floor and second Floor partly comprise car parking area plus residential premises and from Third floor upwards comprise only the residential premises.

And whereas the Party of the First Part have requested the Party of the Second Part herein to develop the said plot of land and construct the building on it as per the plan approved and as per the terms and conditions of the Commencement Certificate Issued by the Corporation on the terms and subject to the conditions herein recorded.

Now this Indenture witnesseth and it is hereby agreed by and between the parties hereto as follows:

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4/5/2024 *J.R. Phoke* *Ramk*
DLG *Hemant*



- 1) The Party of the First Part hereby permit the Party of the Second Part and the Party of the Second Part shall develop at their own costs, efforts and expenses the said Plot of land bearing Plot No.-2, admeasuring 1999.81 Sq. Mts., situate, lying and being at Sector No.-40, Village- Kharghar, Tal.-Panvel, Dist.-Raigad-410 218, hereinafter referred to as "THE SAID PLOT") in the terms and in consideration to allot and handover to the Party of the First Part on what is commonly known as Ownership Basis the Flats and shops therein, the total 50% (Fifty Percent) of the total permitted developed area on the said plot of land to the Party of the First Part as per the list annexed herewith.
- 2) The Party of the Second Part hereby agree to construct the building on the said Plot of land in accordance with plans, specifications approved by the Concerned Authority with such variations and modifications as may be considered necessary or may be required by the local authority or the Government Body. The Party of the Second Part shall develop the said Plot entirely at their own costs and expenses and the Party of the First Part shall not be liable to bear or pay any costs, charges or expenses in that behalf.
- 3) The Party of the Second Part shall comply with the following terms and conditions and obligations at their own costs, risks and expenses i.e. to say:
 - a) carry on and complete construction of the buildings on the said plot of land as per the approved and sanctioned plan at their own costs, expenses, risks and consequences by themselves or through their Contractor, Sub-Contractor or any other agents and shall apply for and obtain the Occupation Certificate and/or Part Occupation Certificate and Completion Certificate thereof along with all utility services such as drainage, water connections, underground and overhead tanks, electrical, lifts, telephone, society office, parking areas, boundary



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walls, at the cost of the Party of the Second Part only. The Party of the Second Part shall obtain approval of the Architect and Structural Engineer in the prescribed approval form for every stage of construction activity.



- b) in course of erection and completion of the said building(s) do all lawful acts and things as may be required to perform the works in conformity in all respects with the provisions and statues applicable thereto and with the laws, rules and regulations of the Corporation.
- c) the entire development work shall be carried out at their own risks, costs and expenses and the Party of the Second Part shall bear and pay the bills of the suppliers of the building materials, fees, wages and salaries payable to the workmen and other person employed or engaged by it.
- d) in carrying out the said construction work it shall conform all the acts, rules and bye-laws for the time being and enforce and abide by all the rules and regulations of the Corporation, the development control regulation for CIDCO Ltd. or the State Government. It shall carry out construction work in good workmanship manner and in conformity with the approved plans, permissions and with the consent of statutory authorities.
- e) during the construction work, the Party of the Second Part shall fence the property, provide their own Security, follow safety norms, ensure that no harm and nuisance is caused at project site.
- f) during the construction work the Party of the Second Part shall allow the visits of the representatives of the Party of the First Part to inspect the work progress of the said Property.



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4) It is agreed that the parties hereto will be entitled to sell, lease, transfer or deal with their respective shares of the constructed premises and/or open parking, stilt parking, basement etc. to any person(s) and shall also be entitled to receive the consideration amount in part or in full as they may deem fit and proper and each party hereto shall be responsible to such prospective purchasers of the said premises and other party shall not be responsible for the same to any such purchasers of the other party in any manner whatsoever.

5) Each Party shall:

- a) have right to sell, assign and transfer their respective share of constructed premises under printed Agreement for Sale as per the draft to be mutually settled between the parties hereto, incorporating all common terms and conditions to be executed with every purchaser of the premises.
- b) ensure payment of stamp duty and registration charges of the Agreements/Documents concerning their respective premises and register the same in the office of Sub-Registrar of Assurances.
- c) receive Purchase price and the balance outstanding from the sale and transfer of their respective premises and appropriate the same, without reference to each other.
- d) hereto undertake with each other not to do anything or omit to do anything by which the rights granted/conferred upon the other party into/upon the said property is prejudice/affected in any manner whatsoever and/or which is prejudicial to the interest of the other party herein.



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- 6) The Party of the Second Part shall appoint their Architect, RCC consultant and other consultants and to fix and pay their charges. The Party of the Second Part alone shall be liable or responsible for payment of professional fees and charges of such person and the Party of the First Part will not be liable for the same. The Party of the Second Part shall also be liable to pay the bills of suppliers of materials, labour contractors, all government taxes and cess etc. and solely liable and responsible from the non-payment thereof.
- 7) The Party of the Second Part shall provide the amenities as mentioned hereunder in the schedule of this Memorandum of Understanding.
- 8) This Memorandum of Understanding shall not be constructed as a partnership and/or agency no relationship in the nature of partners is established between the parties hereto.
- 9) This Memorandum of Understanding shall be exclusively subject to the jurisdiction of the appropriate Court at Navi Mumbai.

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THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the Land

All that piece and parcel of land bearing Plot No.-2, admeasuring 1999.81 Sq. Mts., situate, lying and being at Sector No.-40, Kharghar, Tal.-Panvel, Dist.-Raigad and collectively bounded as follows; i.e. to say:

On or towards the North by : Plot No.-3+9+10 A & 10

On or towards the South by : Plot No.-01 & 3.36 Mts. Tree Belt

On or towards the East by : Prop. 9 Mts. wide Road

On or towards the West by : Prop. 11 Mts. wide Road

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THE SECOND SCHEDULE ABOVE REFERRED TO

THE FACILITIES / AMENITIES PROVIDED IN THE BUILDING.

	Type of facilities/amenities provided	Proposed date of Occupancy Certificate	Proposed date of handing over to the society/common organization	Size/area of the facilities/ amenities	FSI Utilized / Free of FSI
i	Society office and Fitness Centre	<u>Dec 2027</u>	After OC (Dec 2027)	41.05 Sq. Mts.	41.05 Sq. Mts.
ii	Driver Room	<u>Dec 2027</u>	After OC (Dec 2027)	22.83 Sq. Mts.	22.83 Sq. Mts.
iii	Meter Room	<u>Dec 2027</u>	After OC (Dec 2027)	3.25 X 2.10	3.25 X 2.10
iv	Pump Room	<u>Dec 2027</u>	After OC (Dec 2027)	2.9 x 3	2.9 x 3
v	Vitrified flooring in all rooms	<u>Dec 2027</u>	After OC (Dec 2027)	48" X 24"	
vi	Anti-skid flooring in Toilet & Bath	<u>Dec 2027</u>	After OC (Dec 2027)	24" X 24	
vii	Granite kitchen platform with Branded S.S. Sink	<u>Dec 2027</u>	After OC (Dec 2027)	Neerali	
viii	Designer glazed tiles upto beam height in kitchen	<u>Dec 2027</u>	After OC (Dec 2027)	24" x 24"	
ix	Provision for water purifier point in kitchen.	<u>Dec 2027</u>	After OC (Dec 2027)	YES	
x	Decorative Laminated flush doors with wooden frame	<u>Dec 2027</u>	After OC (Dec 2027)	BOTH SIDE	
xi	Laminated flush internal doors	<u>Dec 2027</u>	After OC (Dec 2027)	BOTH SIDE	

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xii	Designer glazed tiles dado upto Beam Level in Bath and WC	<u>Dec 2027</u>	After OC (Dec 2027)	YES	
xiii	Branded sanitary wares in Bath and WC.	<u>Dec 2027</u>	After OC (Dec 2027)	PARYWARE	
xiv	Concealed Plumbing with premium quality C.P Fitting.	<u>Dec 2027</u>	After OC (Dec 2027)	PRINCE	
xv	Provision for Exhaust Fan & Geyser point.	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xvi	Powder Coated Aluminum sliding windows with tinted glass.	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xvii	Gypsum finished internal walls with premium quality paint.	<u>Dec 2027</u>	After OC (Dec 2027)	Asian Paint	
xiii	Acrylic paint on external walls.	<u>Dec 2027</u>	After OC (Dec 2027)	Apex	
xix	Concealed copper wiring with MCB & ELCB	<u>Dec 2027</u>	After OC (Dec 2027)	Polycab Wiring and Anchor Switches/Great White	
xx	AC point provision in Bedrooms	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xxi	Branded Electrical Fittings	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xxii	Lift of reputed ISI make	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xxiii	Power Backup for Lift	<u>Dec 2027</u>	After OC (Dec 2027)	No	
xxiv	Under Ground and Overhead water tank	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	

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	with adequate water.				
xxv	Storage capacity	<u>Dec 2027</u>	After OC (Dec 2027)	As per Architect Plan	
xxvi	Special Brickbat water proofing treatment with China chips flooring.	<u>Dec 2027</u>	After OC (Dec 2027)	Yes	
xxvii	Swimming Pool on 3 rd Floor	<u>Dec 2027</u>	After OC (Dec 2027)	9.2 x 5.42	
xxviii	Children's play area & Party lawn	<u>Dec 2027</u>	After OC (Dec 2027)	As per architect plan	

Details and specifications of the lifts.

	Type Lift (Passenger / Service/Stretcher/Goods / Fire evacuation/ any other	Total number of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (Mtr./Sec)
i	Passenger Lift	2	10	1.5 Mtr./Sec
ii	Fire Evacuation	1	10	1.5 Mtr./Sec

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IN THE PRESENCE OF

1) Karan Oberoi)

2) _____)

SIGNED, SEALED & DELIVERED BY)

THE PARTY OF SECOND PART)

M/S. PARASMANI PROPERTIES)

THROUGH ITS PROPRIETOR)

SHRI HARESH DHARAMSHI MINAT)

IN THE PRESENCE OF

1) Karan Oberoi)

2) _____)



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ATTESTED BY ME

V.K.S. 04/12/2024

V. K. SINGH
NOTARY (GOVT. OF INDIA)

4 DEC 2024

ANNEXURE -A

Area coming to the share of the Party of the First Part

Sr. No.	Floors	Flat / Shop No.	Carpet Area in Sq. Mt.
1.	2 nd	202	49.41
2.	2 nd	203	34.23
3.	2 nd	204	34.23
4.	2 nd	205	49.41
5.	3 rd	301	32.60
6.	3 rd	302	49.41
7.	3 rd	303	34.23
8.	3 rd	304	34.23
9.	3 rd	305	49.41
10.	5 th	501	32.60
11.	5 th	506	32.49
12.	5 th	507	33.84
13.	5 th	508	34.24
14.	6 th	602	49.41
15.	6 th	603	34.23
16.	6 th	604	34.23
17.	6 th	605	49.41
18.	7 th	701	32.60
19.	7 th	706	32.49
20.	7 th	707	33.84
21.	7 th	708	34.24
22.	9 th	902	49.41
23.	9 th	903	34.23
24.	9 th	904	34.23
25.	9 th	905	49.41
26.	10 th	1001	32.60
27.	10 th	1006	32.49



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28.	10 th	1007	33.84
29.	10 th	1008	34.24
30.	11 th	1102	49.41
31.	11 th	1103	34.23
32.	11 th	1104	34.23
33.	11 th	1105	49.41
34.	12 th	1201	32.60
35.	12 th	1206	32.49
36.	12 th	1207	33.84
37.	12 th	1208	34.24
38.	13 th	1301	32.60
39.	13 th	1302	49.41
40.	13 th	1303	34.23
41.	13 th	1304	34.23
42.	13 th	1305	49.41
43.	13 th	1307	33.84
44.	13 th	1308	34.24
45.	14 th	1402	49.41
46.	14 th	1403	34.23
47.	14 th	1404	34.23
48.	14 th	1405	49.41
49.	14 th	1407	33.84
50.	15 th	1502	49.41
51.	15 th	1503	34.23
52.	15 th	1504	34.23
53.	15 th	1506	32.49
54.	15 th	1507	33.84

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ANNEXURE-B

Area coming to the share of the Party of the Second Part

Sr. No.	Floors	Flat / Shop No.	Carpet Area in Sq. Mt.
1.	1 st	102	49.41
2.	1 st	103	34.23
3.	1 st	104	34.23
4.	1 st	105	49.41
5.	1 st	106	32.49
6.	2 nd	206	32.49
7.	3 rd	306	32.49
8.	4 th	401	32.60
9.	4 th	402	49.41
10.	4 th	403	34.23
11.	4 th	404	34.23
12.	4 th	405	49.41
13.	4 th	406	32.49
14.	4 th	407	33.84
15.	4 th	408	34.24
16.	5 th	502	49.41
17.	5 th	503	34.23
18.	5 th	504	34.23
19.	5 th	505	49.41
20.	6 th	601	32.60
21.	6 th	606	32.49
22.	6 th	607	33.84
23.	6 th	608	34.24
24.	7 th	702	49.41
25.	7 th	703	34.23
26.	7 th	704	34.23
27.	7 th	705	49.41
28.	8 th	801	32.60



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29.	8 th	802	49.41
30.	8 th	803	34.23
31.	8 th	804	34.23
32.	8 th	805	49.41
33.	8 th	807	33.84
34.	8 th	808	34.24
35.	9 th	901	32.60
36.	9 th	906	32.49
37.	9 th	907	33.84
38.	9 th	908	34.24
39.	10 th	1002	49.41
40.	10 th	1003	34.23
41.	10 th	1004	34.23
42.	10 th	1005	49.41
43.	11 th	1101	32.60
44.	11 th	1107	32.49
45.	11 th	1108	33.84
46.	12 th	1202	49.41
47.	12 th	1203	34.23
48.	12 th	1204	34.23
49.	12 th	1205	49.41
50.	13 th	1306	32.49
51.	14 th	1401	32.60
52.	14 th	1408	32.49
53.	15 th	1501	32.60
54.	15 th	1505	49.41
55.	15 th	1508	34.24

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Y. R. Phadke

H. Singh

Phadke