

झारकण्ड JHARKHAND

04AA 364118

MEMORANDUM OF UNDERSTANDING

notary Dhanbad

This MEMO OF UNDERSTANDING is made this 14th day of April ,2014 the by and between:-

(1) Sri PRAMOD AGARWAL son of Sri Jagdish Prasad Agarwalla by caste Hindu, by occupation Business now residing at 404, Balajee Enclave, Shastri Nagar, Dhanbad, Dist: Dhanbad – 826001 in the state of Jharkhand here in after called and referred to as the FIRST PARTY;

And

(2) SHREE BALAJEE ULTRATECH DEVELOPERS (P) LTD., A company incorporated under the companies Act, 1956, having its Regd. Office at 7, Marquas Squre, Kolkata -700 007 & its administrative office at Room No-333, 3rd Floor, Shree Ram Plaza, Bank More, Dhanbad, Jharkhand, represented through its Director Smt. AMITA AGARWAL wife of Sri Pramod Agarwal by caste Hindu, The accupation Business now residing at Balajee Enclave, Shastri Nagar,

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For Shree Balajee Ultratech Developers (P) Ltd.

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Dhanbad, Dist: Dhanbad -in the state of Jharkhand here in after called and referred to as the SECOND PARTY.

(Each of the above expression unless excluded by or repugnant to the context or subject shall include their heirs, legal representatives, executors, assigns and administrators.)

Both the parties hereafter collectively be called and referred to as the parties.

WHEREAS the Second party is having its own land measuring 18,000 sq ft lands within Mouza Kolakusma, Plot no 1210, 1211 & 1212, khata no. 51, 83 & 122 and the second party has already constructed an apartment one Residential Apartment and there is rest land of 10,002 sq ft in his possession.

AND WHEREAS there is also vacant land measuring 1440 sq.ft. belonged to and possession of the First party which is adjacent to the land of the second party.

AND WHEREAS the second party approached to the First party and wanted to take 1440 sq.ft. of land from the First party for developing the aforesaid 1440 sq.ft. of land of the First party along with his own land.

AND WHEREAS accordingly various negotiations held between the parties and both the parties came to an amicable settlement on the following

TERMS AND CONDITIONS

i) That it has been agreed between the parties that the First party shall hand over its 1440 sq.ft. of land to the Second party for conversion and development of the land.



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- iii) That it is further agreed that the cost/expenditure incurred by second party in getting the sanction plan passed from MADA shall be added in the capital account second party of joint venture / partnership firm.
- iv) That the parties hereby agree on the partnership on 50% +50% basis.
- v) That the parties further agree to enter into a formal Partnership Deed in connection with/relating to the Memorandum of Understanding dated 14-4-2014.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on the day, month and year mentioned at the beginning of this Agreement.

First party

Second party

Witnesses;-

Asleh Visherkona

For Shree Balajee Usuateer Developers (P) Ltd.

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NOTARY

Authorised. u/s (8) (1) (a) of the Notaries Act. 1952 (Act No. 53 of 1952) Jolenh Led 8