**Memo Of Understanding/ Agreement**

This Memo of Understanding ( M.O.U ) is made and entered today on \_\_/\_\_ /2019 in presence of witnesses and all the parties to this M.O.U mentioned below :

1. Mr. Vijay Thadaram Bahrani, age:\_\_ years. R/at: Amar Jyoti Apt, Flat no 403, ‘B’ wing Near Jhulelal Trust School, Ulhasnagar. .(which expression shall include his heirs, executors, administrators, representatives and assigns)
2. Mr. Naresh Thadaram Bahrani, age:\_\_ years. R/at: Dream Complex, flat no 4 C/703, Bhandup-78.(which expression shall include his heirs, executors, administrators, representatives and assigns)… Herein after referred to as the party of the First Part.

BETWEEN

Mr. Pradeep Gordhandas Bahrani, adult, aged about \_\_ years. R/at: Hill Top Building, 6th Floor, Ulhasnagar-03. .(which expression shall include his heirs, executors, administrators, representatives and assigns)…Herein after referred to as the party of the Second Part.

Whereas the parties hereto are relatives i.e the party of the second part is the son of the real brother of the parties of the first part.

And whereas there is ongoing dispute between the parties hereto and the party of the second part has filed a case against the party of the first part which is bearing no viz – SCC NO 3861/20017 and the same is pending before the court of Hon’ble J.M.F.C Ulhasnagar.

And whereas the ongoing dispute is on account of the properties which are of the ownership and are in possession of the first party.

And whereas all of a sudden in October 2018 the Elder brother of the first party and the father of the second party i.e Late Shri Gordhandas Thadaram bahrani expired due to which the parties happened to meet each other at the home of the second party and thereafter on the intervention of the elders and after due meeting the parties hereto have decided to settle their disputes on the following terms and conditions.

**TERMS AND CONDITIONS:**

1. That it is amicable decided that any properties possessed by first party and their heirs shall remain with the first party hereto and that any properties possessed by first party and their heirs shall be of the exclusive ownership of the first party hereto.
2. That the first parties shall pay an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) towards full and final settlement to the second party , the said amount has been amicably decided and the second party shall not demand for any further amounts in future.
3. That the second party shall not raise any claim or demand any rights in any properties possessed by first party and their heirs after execution of this MOU.
4. That any properties possessed by first party and their heirs shall be of the exclusive ownership of the first parties hereto and the second party shall not interfere with their occupation and possession over any properties possessed by first party and their heirs in any way.
5. That the second party shall withdraw the aforesaid SCC NO 3861/2007 unconditionally immediately on execution of the present MOU.
6. That the second party has made some police complaint against the sons of Vijay Bahrani i.e Mahesh Vijay Bahrani and Nikhil Vijay Bahrani and the second party undertakes to withdraw the same immediately.
7. That in the future the second party or their heirs hereto shall not make any complaint of any nature against first party or their heirs nor shall they raise any claim or dispute of any kind against first party or their heirs.
8. That the parties hereto shall abide with the present MOU in the spirit of trust.
9. That the present settlement has been agreed upon by the parties hereto on behalf of their entire families and the same shall be binding on the entire families of both the parties hereto, the parties hereto undertake that in case any claim is raised in future by any family members of the parties hereto then it shall be the responsibility of the parties hereto to withdraw the said claim unconditionally.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party of the First part

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party of the second part

Witness: