



उत्तर प्रदेश UTTAR PRADESH

BH 903010

29 JAN 2013

Memorandum of Understanding cum Term Sheet

THIS Memorandum of Understanding (MOU) cum Term sheet is made on 18th day of FEBRUARY, 2013 at Lucknow by and between

M/s Ansal Properties and Infrastructure Limited a company registered under the Companies Act, 1956 having its office at 115, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Ms. Neelima Saxena D/o Late Shri. S. B. Saxena and Mr. Neeraj Tewari S/o Shri P.C. Tewari, R/o Ansal API, 1st Floor, YMCA Campus, 13 Rana Pratap Marg, Lucknow, authorized vide Board Resolution dated 30.07.2008 and hereinafter referred to as the **FIRST PARTY/Ansal API** of the One Part

AND

For Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Authorised Signatory

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Direct

M/s. Proplarity Infrastructure Pvt. Ltd., a company registered under the Companies Act, 1956 having its office at C-56A / 13, Sector-62, Noida: 201301 through its Director / Authorised Signatory **Mr. Satyendra Singh Tomar** authorized vide Board Resolution dated _____, hereinafter referred to as the SECOND PARTY/ Proplarity Infrastructure of the Other Part.

Now this MoU cum Term Sheet is understood and witnesseth as follows:

Name of the Party: **M/s. Proplarity Infrastructure Pvt. Ltd.**

Ref:- Mr. Adrian Micheal (M/s Adventures Enterprises Pvt. Ltd.)

Proposed Product: **Commercial at Sector - J**

F.S.I Area = **17,031 Sq.mt.**
1,83,321.68 sq.ft.

Floor Plate Area **2,433 Sq.mt.**

Basic Rate = **As in the table below:**

Sl. No. (A)	Property Type (B)	FSI Area (In sq. ft.) (C)	Basic Cost @ Rs. 635.00 per sq. ft. (D)	Cost on Site Services Development @ Rs. 210.00 per sq.ft (Optional) (E)	Total Value (D+E) @ Rs. 845.00 per sq.ft. (In Rs.)
1	Commercial at Sector – J	1,83,321.68	11,64,09,266.80	3,84,97,552.80	15,49,06,819.60
Total		1,83,321.68	11,64,09,266.80	3,84,97,552.80	15,49,06,819.60

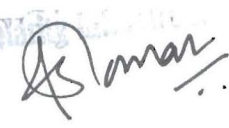
Explanation- The FSI area shall depend on the actual maximum FSI as permitted by LDA and the execution of the project and may marginally vary. In such case the rates will be applicable as per actual maximum FSI achievable.

NB: The development of the site shall be completed by the second party within **30 months** of this Term Sheet to the satisfaction of the First Party. In case of his failure, the work will be completed by the Company, Ansal API, and cost at the rates as above will be recovered from the second party. However, Second Party shall pay the charges towards site services development as and when demanded by the First Party.

For Ansal Properties & Infrastructure Ltd.

 Authorised Signatory


 Authorised Signatory


 Mr. Satyendra Singh Tomar

Payment Schedule:

- a. Initial Deposit of Rs. 50,00,000/- payable on or before 25th January 2013.
- b. Booking Amount: 10% of the Basic Cost i.e. Rs. 66,40,926.68 (Less Initial Deposit of Rs. 50,00,000/-) to be deposited on or before 10th February 2013.
- c. Balance 90% Amount of Basic Cost i.e. Rs. 10,47,68,340.12 to be deposited in 15 equal bi-monthly installments (each of 6%) of Rs. 69,84,556.00 each with first installment commencing on or before 10th April 2013.

PAYMENT SCHEDULE:

Sl. No.	Remarks	Due Date (on or Before)	Basic Cost Due (in Rs)
1	Initial Deposit	25th January 2013	50,00,000.00
2	Booking Amount (10% of the Basic Cost less Initial Deposit)	10 th February 2013	66,40,926.68
3	Within 2 months from the date of Sl. No. 2	10 th April 2013	69,84,556.00
4	Within 2 months from the date of Sl. No. 3	10 th June 2013	69,84,556.00
5	Within 2 months from the date of Sl. No. 4	10 th August 2013	69,84,556.00
6	Within 2 months from the date of Sl. No. 5	10 th October 2013	69,84,556.00
7	Within 2 months from the date of Sl. No. 6	10 th December 2013	69,84,556.00
8	Within 2 months from the date of Sl. No. 7	10 th February 2014	69,84,556.00
9	Within 2 months from the date of Sl. No. 8	10 th April 2014	69,84,556.00
10	Within 2 months from the date of Sl. No. 9	10 th June 2014	69,84,556.00
11	Within 2 months from the date of Sl. No. 10	10 th August 2014	69,84,556.00
12	Within 2 months from the date of Sl. No. 11	10 th October 2014	69,84,556.00
13	Within 2 months from the date of Sl. No. 12	10 th December 2014	69,84,556.00
14	Within 2 months from the date of Sl. No. 13	10 th February 2015	69,84,556.00
15	Within 2 months from the date of Sl. No. 14	10 th April 2015	69,84,556.00

16	Within 2 months from the date of Sl. No. 15	10 th June 2015	69,84,556.00
17	Within 2 months from the date of Sl. No. 16	10 th August 2015	69,84,556.12
Total (in Rs.)			11,64,09,266.80

OTHER TERMS:

- 1) Permission for commencement of Sale & Marketing shall be given on payment of **30%** of the Basic Cost. No marketing activities shall be allowed before permission for commencement of Sales & Marketing.
- 2) Permission for construction and provisional possession of the Blocks shall be given after payment of **30%** of the Basic Cost as per the schedule mentioned herein above. The Second Party shall deposit PDCs for site development cost before taking the provisional possession in case site development status is not informed by the Second Party.
- 3) Construction and development activity may be commenced only after receiving the approved map from LDA. The approval and release of the plans will be the responsibility of the First Party but all costs and expenses incurred on the approval and release of Plan shall be borne by the Second Party.
- 4) The Basement / Stilt if in the approved plan of blocks purchased is to be constructed by Second Party and owned / retained by them. This is not part of FSI. The parking area in the basement / Stilt shall be sold by the second party itself. Additional parking, if required, by the sanctioning authority shall be provided in the common parking for the commercial area by the first party subject to availability & on payment of cost / charges @ Rs. 750/- per sq. ft. of the gross parking space.
- 5) The responsibility of getting the plans sanctioned shall be the exclusive responsibility of Ansal API. Second Party shall be responsible to deposit the requisite fee of LDA and bear other expenses incurred on the approval. The Second Party shall get the fire and other clearances done at its own cost. The building will be planned and designed by the second party as per by-laws and submission plan shall be provided to Ansal API which will be submitted to LDA and got approved by Ansal API.
- 6) The fire and other clearances for the building including the completion certificate will be obtained by the second party only at its own cost and expense and in case the second party requires, Ansal API will help them in procuring the same but the cost incurred will be borne by the second party only.
- 7) The power connection from the nearest operational sub-station will be taken by the Second Party on its own cost and the First Party shall facilitate. The expenses incurred in conductors, transformers, meters, and all the connected equipments including the laying of cables etc. shall be borne by the Second Party itself.
- 8) Maintenance charges as per Hi-Tech Township policy admissible to all other allottees will also be paid by the second party / occupant / owner of the apartments /built-up spaces to the First Party or any Agency / Company nominated by the First Party at the rate decided by the First Party or its nominated Agency / Company. The Second Party shall incorporate a clause of maintenance in its agreements with its allottees / buyers etc. stating that the such allottee / buyer of the unit unconditionally agrees and undertakes to pay necessary maintenance charges from the date when possession is offered to him / her / them, as determined by the First Party or its nominees towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc. and for maintenance various value added services until the services are handed over to the respective government agency(ies) / local body. The allottee / buyer of the unit shall deposit with the First Party a sum as decided by the First Party by way of

For Ansal Properties & Infrastructure Ltd.



Property Infrastructure



interest free security to ensure timely payment of maintenance charges. The amount will be payable by the allottee / buyer of the unit and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession.

- 9) The buildable area, i.e the FSI area calculations as mentioned above, is based on the FAR permissible within the limits as per the bye-laws. The final area calculated as per the Sanctioned Drawings shall be binding and acceptable by both the parties for payment and other related issues.
- 10) The Second Party will make best efforts to use maximum FAR which is available on this plot. The Second Party shall pay the increased FAR area as per the rates prescribed under these terms.
- 11) The Second Party shall follow the norms of Ground Coverage & FAR and elevations as defined in the approved plan.
- 12) Second Party will be governed by the elevation control fixed by the master plan architect of **Commercial Area at Sector-J** and will have to adopt the building elevation as designed by Ansal API. While following this, the Second Party shall have freedom to design the building as per the building bye-laws and the controls and nature of the complex as decided by the First Party or by an architect selected by him and will submit full details of designs of the building along with submission drawings within **04 months** from the date of signing of this term sheet failing which the Second Party shall be liable to pay delay charges calculated @ Rs. 5/- per sq.ft. per month for the period of delay. The First Party shall also revert with its comments / observations within 21 days from the date of submission of plans to it as above by the Second Party. The submission drawings for approval of the building will be submitted in the LDA by the First party after being satisfied about it being in conformity with the rules and terms and conditions of this agreement. The First party will get the plans approved expeditiously but all costs incurred in the process will be borne by Second Party.
- 13) Before finalizing the building plans / elevation for submission to LDA, Second Party shall get the same vetted by the Architect wing of Ansal API.
- 14) Second Party also agrees to comply with all the conditions as will be applicable as standard terms applicable to an allottee under the Hi-Tech Township Policy and also agrees to comply with the conditions as laid down by the Central and State Government from time to time.
- 15) The cost of site services development shall be paid in terms of this Term Sheet.
- 16) The total Payment Period is as per the above payment schedule. Timely payment of installments as per the schedule mentioned hereinabove is the essence of this agreement. In case the Second Party fails, defaults or neglects payment of any installment, it shall be liable to pay interest calculated @ **14%** p.a. for first 3 months and @ **18%** p.a. thereafter. The discretion of condoning the delay in installments shall be solely of First Party. The First Party at its sole discretion may cancel the deal and forfeit 20% of the amount including the cost on site development charges in case of delay in payments.
- 17) External Development shall be carried out by ANSAL API till the boundary of the plot as per the approved layout plan of the Sector - J Commercial complex of the township but other charges as may be payable under the Hi-Tech Township to the Govt. shall be paid by the Second Party or his assignee or allottee as the case may be.
- 18) Second Party will complete the Building within **30 months** from the date of sanctioning of the plans from the LDA or from the date of handing over vacant physical possession by the First Party to the Second Party whichever is later failing which Second Party shall pay delay charges @ Rs. 5/- per sq. ft. per month or as mutually decided between the parties.
- 19) After the township is handed over to local body or even if before it whenever any tax is imposed the same shall be payable by the allottee.

- 20) The draft of buyer agreements / lease deed documents between the second party and its allottees / lessees will be got approved by the first party before it is formally signed and executed.
- 21) All the costs towards construction and development of the complex / building shall be incurred by the Second Party and it shall be solely responsible for the completion certificate from the concerned authorities.
- 22) All services to be laid within the plot and building shall be in the scope of responsibility of Second Party.
- 23) Second Party will have to pay for all services connection of his building to trunk services of the colony as per demand raised by M/s Ansal API and connections shall be provided only after making full payment against demand raised by M/s Ansal API.
- 24) The First Party will facilitate Power and Water connection to 'Second Party' for construction purposes but all the costs and recurring expenses shall have to be borne by the Second Party only.
- 25) In case of withdrawal from the deal and cancellation of the unit offered to Second Party, an amount of 20% of the total cost including the cost of site development charges shall be forfeited by Ansal API.
- 26) Second Party will take all necessary approvals from all concerned departments and will keep M/s Ansal API indemnified of all responsibilities as laid down in the statute.
- 27) Second Party shall not be allowed to sell /transfer this FSI either in part or full without prior written consent of the First party to which the First Party at its sole discretion may allow or deny. In case First Party allows such transfer then it will charge the administrative fee for the same.
- 28) In case Second Party is a Pvt. Ltd. Company or a Company, any change in the share holding pattern shall also be deemed as transfer and Second Party shall pay the administrative charges to the First Party as applicable.
- 29) Second Party will take all necessary approvals from all concerned departments and will keep M/s Ansal API indemnified of all responsibilities as laid down in the statute.
- 30) Second Party shall be required to submit the following certificates at proper stage to our Project Department on the site to their satisfaction on the formats as enclosed:-
 - a. Certificate for Structural Design Sufficiency (Format -A1).
 - b. Certificate for Supervision of workmanship and raw material used (Format -A2).
 - c. Certificate for execution of work as per structural safety requirements (Format -A3).
 - d. Certificate for completion of construction work as per BIS Codes (Format -A4).

If any modified or additional certificates are required at any stage by the Govt. authorities and / or by the First Party, shall be provided by the Second Party.

The Power and Service connection to the building of FSI Purchasers / Developers (Second Party) will be allowed only after getting these certificates signed in the prescribed formats provided at the time of taking provisional possession for construction or as prescribed by the Project Deptt from time to time.

For Ansal Properties & Infrastructure Ltd.

For Ansal Properties & Infrastructure Ltd.

Authorised Signatory Authorised Signatory

Witness

Abhishek Mishra
S/o Smt. K.S. MISHRA

For M/s. Proplarity Infrastructure Pvt. Ltd.

Proplarity Infrastructure Pvt. Ltd.

Authorised Signatory Director

Witness

Adarsh
(Anshu Mishra)

FORM FOR CERTIFICATE FOR STRUCTURAL DESIGN SUFFICIENCY

With respect to the building work of erection of building No. or
to.....on/in Plot No..... Colony/street
..... Mohalla/ Bazar/
Road.....City..... we certify that the structural plans
based on which execution will take place satisfy the structural safety requirements for all
situations including natural disasters, as applicable, as stipulated under Part 6 Structural
Design of the National Building Code of India and other relevant Codes; and the
information given therein is factually correct to the best of our knowledge and
understanding

Signature of the owner
with date

Signature of the
Registered Engineers/
Structural Engineer with
Date and registration No.

Name:

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Address:

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FORM FOR SUPERVISION

I hereby certify that the development, erection of building No. or
the.....on/in Plot No..... in Colony/street
.....
Mohalla/Bazar/Road.....City..... shall be carried out
under my supervision and I certify that all the materials (type and grade) and the
workmanship of the work shall be generally in accordance with the relevant clauses of
N.B.C. & B.I.S. Codes based on which structure has been designed that the work shall be
carried out according to the sanctioned plans.

Signature of the
Architect/Engineer/Structural Engineer

Name of Architect/Engineer/Structural
Engineer
(In block letters)

Regn. No. of Architect/Engineer/Structural
Engineer

Address of Architect/Engineer/Structural
Engineer

Date:

Amar

**FORM FOR CERTIFICATE FOR EXECUTION OF WORK AS PER
STRUCTURAL SAFETY REQUIREMENTS.**

With respect to the building work of erection of building No. or
to.....on/in Plot No..... Colony/street
.....Mohalla/Bazar/Road.....City.....
..... we certify:

- a) that the building has been constructed according to the sanctioned plan and structural design (one set of drawings as executed enclosed), which incorporates the provisions of structural safety as specified in Part 6 'Structural Design' of the National Building Code of India and other relevant Codes; and
- b) that the construction has been done under our supervision and guidance and adheres to the drawings and specifications submitted and records of supervision have been maintained.

Any subsequent changes from the completion drawings shall be the responsibility of the owner.

Signature of the owner
with date

Signature of the
Registered Engineers/
Structural Engineer with
Date and registration No.

Name:

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Address:

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FORM FOR COMPLETION CERTIFICATE

I hereby certify that the development, erection of building No. or the.....on/in Plot No..... in Colony/streetMohalla/Bazar/Road.....City..... has been supervised by me and has been completed on according to the plans sanctioned, vide No. dated The work has been completed to my best satisfaction, the workmanship and all the materials (type and grade) have been used strictly in accordance with B.I.S. Codes. No provisions of the Code, no requisitions made, conditions prescribed or orders issued there under have been transgressed in the course of the work. The land is fit for construction for which it has been developed or re-developed or the building is fit for use for which it has been erected, re-erected or altered, constructed and enlarged.

I hereby also enclosed the plan of the building completed in all aspects.

Signature of the Architect/Engineer/Structural Engineer

Name of Architect/Engineer/Structural Engineer
(In block letters)

Regn. No. of Architect/Engineer/Structural Engineer

Address of Architect/Engineer/Structural Engineer

Signature of the Owner

Date:

Property Inspector
Aman
Director