



उत्तर प्रदेश UTTAR PRADESH

BV 849464

985

7 FEB 2013

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called MOU) entered into at Bareilly on this 5<sup>th</sup> day of March, 2013 by and between:

Smt Rajni Aneja W/O Late Sri Harish Aneja R/O 16-A, Model Town, Bareilly

called as party of the **FIRST PART** called as **OWNERS**

AND

"L A Industries Private Limited (A Private Limited Company duly incorporated under the Companies Act, 1956) having its Office at 148, Civil Lines, Bareilly through its Director namely Sri Rishabh Aneja which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **SECOND PART** called as **DEVELOPER**; hereinafter referred individually as **Party** and jointly as **Parties**.

**WHEREAS** aforesaid **Party of the First Part** is the absolute owners of Plots of Land measuring approximate 7629 Sq Mts situated at 123, Civil Lines, Opposite Bareilly Club Limited, Bareilly.

And Whereas the aforesaid parties of the First Part wishes to develop it and construct Flats and/or Commercial Shopping/Office Complex on it and thereafter to sell and/or Lease out the same.

Rajni

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रजनी कौरेजा पत्नी एच० एच० श्री शं. कौरेजा सिन्हा  
16A मसख यरुन कोठी

2

9.2.2013

श्री. चंद्र भारद्वाज  
प्रधान निदेशा नं० 38  
श्री. विवेक कोठे, पुरी

MEMORANDUM OF UNDERSTANDING

THE MEMORANDUM OF UNDERSTANDING (hereinafter called "MOU") entered into between the undersigned parties on this 9th day of March 2013 at New Delhi.

That the undersigned parties are desirous of entering into a joint venture for the purpose of setting up a company for the purpose of...

And whereas the undersigned parties of the first part...

AND

That the undersigned parties of the first part are desirous of entering into a joint venture for the purpose of setting up a company for the purpose of...

And whereas the undersigned parties of the first part are desirous of entering into a joint venture for the purpose of setting up a company for the purpose of...

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Page 1 of 2

AND WHEREAS the party of the second part is an entity engaged in the development and construction of Residential Flats/Commercial Complex and also having sufficient liquid funds for investment in the construction of the Flats/Commercial Complex.

With the intent to earn the maximum both the parties have joined their hands to do the business of construction of Flats and/or Commercial Complex on the aforesaid site.

WHEREAS both the Parties have mutually agreed to execute the said project complying to all terms and conditions and shown their interest and willingness to execute the said Project deploying their own manpower and financial resources and the second part is ready to take all the responsibilities in the said Project.

WHEREAS for smooth administration, execution and sharing of the responsibilities of the Contract they have mutually agreed to the following terms and conditions and signed and executed this MOU.

**NOW THEREFORE, THIS MOU WITNESS AND THE PARTIES HERETO HEREBY AGREE AS FOLLOWS: -**

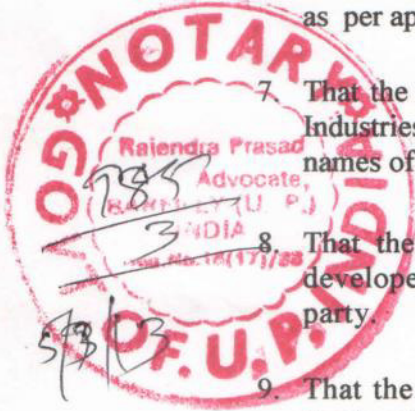
1. This MOU will supersede all earlier Joint Ventures and / or Power of Attorney /s and / or MOU entered between both the parties in respect of bidding and execution of the said Project.
2. Now, Second Part is having sufficient machinery, manpower and technical know-how for smooth, timely and quality execution of the said Project, both the parties hereto have jointly decided to pass on the entire responsibility of the timely execution of the said Project has accepted this responsibility. All the machinery, Labour etc shall be deployed by the Second Part and they them self will be responsible for execution of the project.
3. That all costs and expenses to be incurred in the paper-work and otherwise, for getting the plans sanctioned and for making applications for other purposes like installation of water connection, electricity connection, telephone connection, lifts, and for all other similar purposes shall be entirely borne by the developer. Owner shall execute a 'Power of Attorney' in favour of the Developer or any of his nominees for the purposes of representing the owner before statutory and public authorities in this respect.
4. That party of the First part will calculate the value of the saleable Land to this MOU @ Rs 35,000.00 per Sq Mts. It has been agreed between both the parties that this contribution of the first part will be paid to them before the transfer of the ownership of the Flats to its prospective buyers. Second Part will invest the

Rajendra Prasad

*[Handwritten signature]*

required funds for construction from their own resources. First part will not invest any fund for Building construction.

5. That the Developers has also entered in a MOU with Sri Vikas Juneja S/O Late Sri Om Prakash Juneja R/O 6-H, Model Town, Bareilly, who is the owner of Land measuring 6070 Sq Mts at the same place. Thus the total land on which the construction of Flats, Commercial complex etc shall be done is 13699 Sq Mts. The payment against each sale of Flat/Commercial Complex shall be made to Smt Rajni Aneja in proportion of the Land owned by her.
6. That Flats and/or Commercial Complex shall be constructed on the aforesaid site as per approved Map from BDA and all other concerned authorities.
7. That the entire work shall be under taken in the name of the company i.e. L A Industries Private Limited, however the map may be approved from BDA in the names of the Land Owners i.e. in the names of the parties of the First Part.
8. That the development rights granted herein by the owner in favour of the developer are not transferable or sharable by the developer; with any third party.
9. That the Owner shall have absolute prerogative to retain the original of the title deeds of the property with them self. However owner agrees to permit the advocate of the developer to examine and scrutinize all the title deeds relating to the said property, in the presence of the advocate of the owner.
10. That the developer shall have absolute right to dispose of the entire flats/constructed area. The owner shall remain duty-bound to execute the title documents in favour of the prospective buyers of the Flats. Owners will be bound to execute the Power of Attorney in favour of Developers or any other person as may be authorised by them.
11. That all title-deed in favour of all third parties, Developer alone shall be responsible for defects and irregularities in the construction of the super-structure for the services of development agreed to be rendered by him under this agreement.
12. That the Owner shall be liable to pay all assessments, outgoings, taxes, etc. payable in respect of the said property up to the date of execution of the present MOU. Thereafter, the same shall be paid and borne by the Developer alone till the date of execution of Sale Deed to the prospective buyers of the Flats/houses.



Rajendra Prasad

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Thereafter respective owners of the respective part of the super-structure themselves shall be responsible for the same.

13. That all out-of-pocket expenses of and incidental to this agreement including stamp duty and registration charges shall be borne and paid by the Developer alone. The parties shall bear and pay their respective Advocates' professional fees.
14. That no interest shall be paid to any party for its capital/financial contribution in the Project. However if the total payment towards the Cost of the Land as aforesaid is not made to the First part till 30<sup>th</sup> November, 2015, interest @ 15% PA shall be paid to the First Part on the balance amount, which will be a part of the construction cost.
15. That any amount received towards sale/advance of the Flats/Commercial Complex shall be re-imbursed to both the parties in the ratio of their contribution.
16. That all the flats/Commercial Complex shall be sold by the party of the Second part, however they will consult with the first part before finalizing any sale.
17. That all Income tax liabilities shall be borne by the parties for the share of amount they have received respectively under this MOU.
18. This MOU between the parties shall be kept extremely confidential and no party will divulge its existence to any individual / firm / company / institution / Government or Private authority, etc. whatsoever without express written consent of the other party.
19. In case of any litigation and / or arbitration arising out of this MOU and / or Project that would be amicably settled by the arbitrators, appointed with the mutual consent of both the parties.
20. This MOU and all deals and transactions under this MOU would be under the Jurisdiction of the competent courts in Bareilly only.
21. This MOU referred in this will automatically stand terminated / null and void immediately on execution and satisfactory completion of the said Project.

IN WITNESS WHEREOF the parties have set and subscribed their hands on the date and the year hereinabove written.

Rajendra

MS

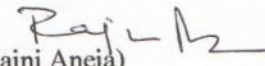
SIGNED AND DELIVERED FOR AND ON BEHALF OF:

WITNESSES

SIGNATORIES

FOR PARTIES OF THE FIRST PART:


1.....  
C SANJEEV SHARMA  
BUDAUN ROAD  
GANGA NAGAR  
BAREILLY

  
(Rajni Aneja)

FOR PARTY OF THE SECOND PART:

For L A Industries Private Limited

2.....  
(Narendra Kumar)  
402, पंजाब पुरा १९९

  
(Rishabh Aneja)  
Director



  
यशेन्द्र सिंह  
एडवोकेट  
रजि० नं०-यू०पी० 823/99  
नै० नं०-7, बड़ा वकालतखाना, बरेली  
फ़ोन०-9412048725

Memorandum of Understanding  
by Shri Rajni Aneja (1st Party)  
Rishabh Aneja (2nd Party)  
Identified by Shri Y. Singh  
and acknowledged the act of execution  
of this Memorandum of Understanding.  
Date - 05/03/13.

Yashendra Prasad, Advocate & Notary  
BAREILLY (U.P.) INDIA



उत्तर प्रदेश UTTAR PRADESH

BV 849464

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7 FEB 2013

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called MOU) entered into at Bareilly on this 5<sup>th</sup> day of March, 2013 by and between:

Smt Rajni Aneja W/O Late Sri Harish Aneja R/O 16-A, Model Town, Bareilly

called as party of the **FIRST PART** called as **OWNERS**

AND

"L A Industries Private Limited (A Private Limited Company duly incorporated under the Companies Act, 1956) having its Office at 148, Civil Lines, Bareilly through its Director namely Sri Rishabh Aneja which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **SECOND PART** called as **DEVELOPER**; hereinafter referred individually as **Party** and jointly as **Parties**.

WHEREAS aforesaid **Party of the First Part** is the absolute owners of Plots of Land measuring approximate 7629 Sq Mts situated at 123, Civil Lines, Opposite Bareilly Club Limited, Bareilly.

And Whereas the aforesaid parties of the First Part wishes to develop it and construct Flats and/or Commercial Shopping/Office Complex on it and thereafter to sell and/or Lease out the same.

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16A मसख यरुन कोठी

२

9.2.2013

श्री. चंद्र भारद्वाज  
प्रधान निदेशा नं० 38  
श्री. विवेक कोठे, पुरी

MEMORANDUM OF UNDERSTANDING

THE MEMORANDUM OF UNDERSTANDING (hereinafter called "MOU") entered into this day of March 2013 between

Shri. Chandra Bhardwaj, O.P. No. 16A, M.S.K. Yarn Koti, Purī

and

AND

Shri. Rajni Kanheja, wife of Shri. Shankar Kanheja, O.P. No. 16A, M.S.K. Yarn Koti, Purī

WHEREAS the above said parties of the first part is the absolute owner of the land measuring approximately 1000 sq. ft. situated at 16A, M.S.K. Yarn Koti, Purī

And Whereas the above said parties of the first part desires to develop it and construct a building thereon for the purpose of a school and to sell the same

AND WHEREAS the party of the second part is an entity engaged in the development and construction of Residential Flats/Commercial Complex and also having sufficient liquid funds for investment in the construction of the Flats/Commercial Complex.

With the intent to earn the maximum both the parties have joined their hands to do the business of construction of Flats and/or Commercial Complex on the aforesaid site.

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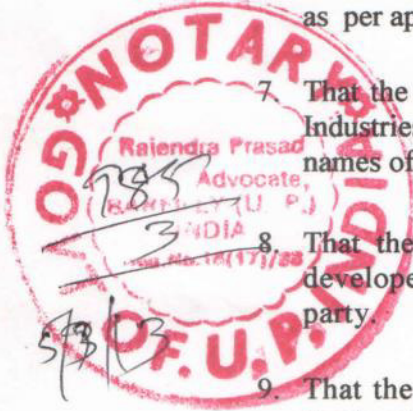
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Rajendra Prasad

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Rajendra Prasad

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Rajendra

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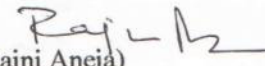
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
1.....  
C SANJEEV SHARMA  
BUDAUN ROAD  
GANGA NAGAR  
BAREILLY

  
(Rajni Aneja)

FOR PARTY OF THE SECOND PART:

For L A Industries Private Limited

2.....  
(Narendra Kumar)  
402, पंजाब पुरा १९९

  
(Rishabh Aneja)  
Director



  
यशेन्द्र सिंह  
एडवोकेट  
रजि० नं०-यू०पी० 823/99  
नै० नं०-7, बड़ा वकालतखाना, बरेली  
फ़ोन०-9412048725

Memorandum of Understanding  
by Shri Rajni Aneja (1st Party)  
Rishabh Aneja (2nd Party)  
Identified by Shri Y. Singh  
and acknowledged the act of execution  
of this Memorandum of Understanding.  
Date - 05/03/13.

Yashendra Prasad, Advocate & Notary  
BAREILLY (U.P.) INDIA