

3128/11

Dubicali

50 Rs.



Indira

THIS MEMORANDUM OF UNDERSTANDING (M.O.U.) is entered into between M/s Vijay Gopal HUF through its Karta, Sri Vijay Gopal, Son of Late Sri Ram Gopal, resident of 23/13, Gokhlay Marg, Lucknow (hereinafter referred to as 'the First Party' or 'the Owner', which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include its successors, transferees and assignees including its successors, transferees and assignees including legal representatives, administrators and assigns of the Coparceners/ Members of the said HUF) of the one part, and Sri Sumer Agarwal, Proprietor, "Tirath Ram Sumer Kumar", resident of 109/76, Model Houses, Lucknow

[Signature]
 suggest

[Signature]

[Signature]

Contd... 2/-

पटन किया.....
 परोतन किया.....

क्रमांक १७७१ दिनांक १९/११/९६

नाम १७७१ २१/११/९६

सुदय निवासी

मोहम्मद सगीर स्टाम्प विक्रेता

सावित्री फोर्ट मुंबई
साइबर नं० ५४

१०/११/९६

१०००

१-१२०-२१

२१/६/९६
S. S. S. S.

श्री/श्रीमती का नाम
पता
श्री/श्रीमती का पता

२१/११/९६

२१/११/९६

२१/११/९६

Signature

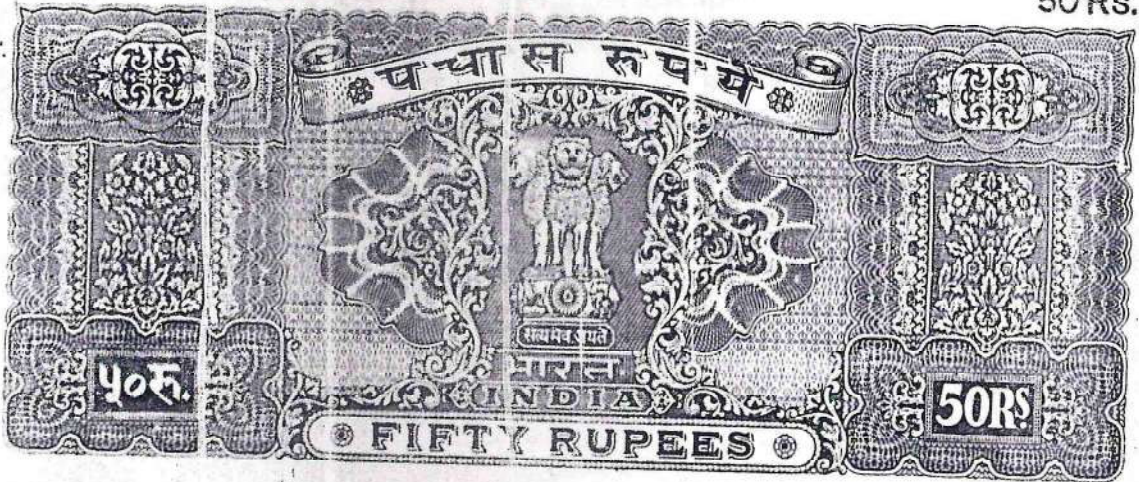
निष्पादन लेखाज

२१/११/९६

२१/११/९६

Signature

Signature



-2-

(hereinafter referred to as 'the Second Party', which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include heirs and legal representatives of Sri Sumer Agarwal) of the other part;

WHEREAS, the First Party is the Owner in possession of freehold plot of land bearing Khasra plot No. 569 measuring 12 Biswas, 10 Biswansi, Khasra Plot No. 572 measuring 12 Biswas, Khasra Plot No. 573 measuring 10 Biswas and Khasra plot No. 578 measuring 15 Biswas, total 2 Bighas, 9 Biswas and 19 Biswansis (about 67,380 square feet) in village Ghazipur, Saeedunnissa, Pargana, tehsil and district Lucknow (now post office Ram Sagar Misra Nagar, (also known as Indira Nagar), Faizabad Road, Lucknow, morefully described in Schedule to this M.O.U.; and

WHEREAS, in a portion of the said premises,

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Sri Sumer Agarwal

[Signature]

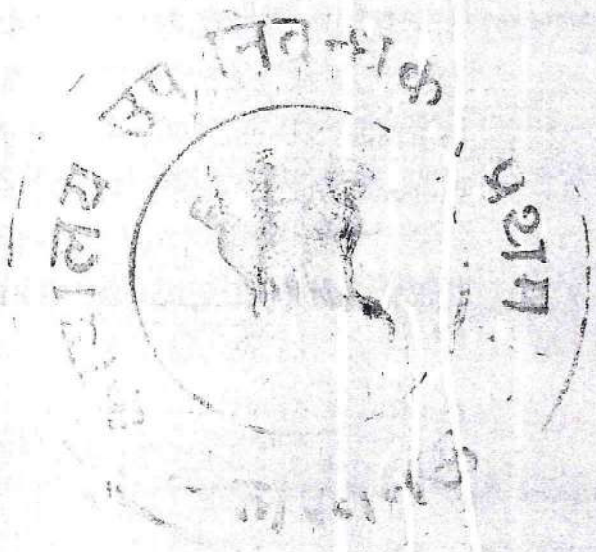
Sumer

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४६

क्रमांक संख्या १४२३ दिनांक १९/११/९६
 नम. १९३७
 मुल्य २०००/-
 द्वारा

मोहम्मद अमीर स. अ. वि. वि. वि.
 साब. नं. ५४
 सादर नं. ५४



the First Party was having a Cold Storage known as "Gopal Cold Storage" and in the other portion of the said premises, there is a show-room of "Gopal Auto Enterprises" and a Workshop behind it ; and

WHEREAS, since in the business of cold storage, the First Party was suffering in recurring losses, the First Party closed the cold storage business in the year 1986 ; and

WHEREAS, the First Party was interested in having a Complex on a portion of the said premises marked by letters A, B, C, D, E, F, A to be known as Plot No. A, measuring 56,550 sq. ft. and shown by blue colour in the plan annexed to this M.O.U. which portion of the said premises is hereinafter referred to as 'the demised premises' and is the subject matter of this M.O.U. ; and

WHEREAS, the First Party want to retain the remaining portion of the demised premises known as Plot 'B' and marked by letters D, E, F, G, D measuring about 10,830 square feet, shown by red colour for its other purposes; and

WHEREAS, the Second Party, who is actively engaged in the construction of multi-storeyed Commercial Residential Buildings and have several projects in hand, approached the First Party for the development and the exploitation of the demised premises of the First Party : and

Contd.... 4/-



WHEREAS, it will take some time in finalising the detailed terms of the Agreement; and

WHEREAS, the parties considered it proper to reduce the broad terms of understanding to writing for their future guidance and to avoid any dispute or misunderstanding amongst them in the form of this M.O.U. as under :-

- (1) That the Second Party has agreed to exploit/develop the Plot No. A marked by letters A, B, C, D, E, F, A shown by blue colour in the annexed plan measuring about 56,550 square feet (hereinafter referred to as 'the demised premises') out of Plots No. 569, 572, 573 and 578 situated at Village Ghazipur Saecumisa, Faizabad Road, Lucknow. However, Plot No. B measuring 10,830 square feet marked by letters D E F G D in the annexed plan shall be used by the First Party for other purposes and no exploitation/development of the said plot would be carried by the Second Party and the said plot is not subject matter of this M.O.U. The portion marked by letters E, F, I, H and shown by yellow colour in the annexed plan would be 20 feet wide common passage, which would remained open for the use by the First Party for its show-room and Workshop etc.

Signature

(2) *Signature*

That the First Party hereby declares and

Signature Contd. 5/-



assures the Second Party that the First Party is in possession of the demised premises on which the development work is sought to be done by the Second Party and it further declares and assures that there is no surplus vacant land in the said premises and it further informs the Second Party that vide judgement dated 6.11.1989, passed by Sri I.S. Mathur, the then District Judge, Lucknow (Now His Lordship Hon'ble Mr. Justice I.S. Mathur) in M.C.A. No. 210 of 1988 (Vijay Gopal Vs. State of U.P. & Others), while allowing the appeal of the First Party, it was held that there was no surplus vacant land in the said premises with the First Party. The First Party further assures that to its knowledge and information no Writ, Revision or Review etc. has been filed by the State Government against the said judgement dated 6th November, 1989, passed by the District Judge, Lucknow in M.C.A. No. 210 of 1988 and that the said judgement has become final.

- (3) That in broad terms of understanding arrived at between the parties, the Second party has agreed to exploit and develop the Plot No. A detailed in para-1 above by constructing multi-storeyed building on the portion of the premises, for which plan has been sanctioned by U.P. Avam Evam Vikas Parishad as well as on the other part of the said Plot for which plan has already been submitted but sanction has yet not been received.

Wag...

[Signature]

Wag...


Contd... 6/-



- (4) That all expenses for preparation and obtaining all sanctions and permissions including Urban Land Ceiling No Objection in respect of the plan for proposed building shall be borne by the Second Party.
- (5) That in consideration of the Second Party agreeing to promote a building on the site of the devised premises, the parties may either agree for sale or proportionate/portion of the plot to the Second Party or may agree for sharing of proportionate built-up area in the proposed Complex. When the terms are finalised between the parties, the parties would enter into a detailed and appropriate Agreement/Deed specifying the terms of Agreement, so as to secure and protect the interest of each other and to give proper shape to the transaction.
- (6) That all agreements/transactions of transfer etc. which may be entered into by the Second Party with regard to the land proposed to be purchased by the Second Party or the constructions of the share of the Second Party, as the case may be, subject to final Agreement between the parties, shall always be attorned by the First Party, provided that the First Party shall never be deemed to attorn any financial, personal or other liability imposed by such Agreement/Contract, the responsibility of payment etc. of which may be fastened on the First Party.


Sd/-




Sd/-


Contd...7/-



- (7) That the possession of the said premises is with the First party and the same has not been transferred to the Second Party in pursuance to this H.O.U.
- (8) That the amendments/modifications, if any, to this H.O.U. and further agreement in pursuance hereto may be carried out by Supplementary Unregistered Agreement or by exchange of letters between the parties.
- (9) That the stamp duty, registration and other charges for and on this H.O.U. is the obligation of the Second Party who have borne the same.
- (10) That all notices, letters shall be delivered by hand delivery or be sent through registered acknowledgement due post addressed to each party at the addresses first above given or at such duly notified changed address and the same shall be deemed to have been received only after receipt of the acknowledgement duly signed by the receiver.
- (11) That in case any dispute or difference arises between the parties as to the interpretation or operation or effect of any clause(s) of this H.O.U. or regarding the rights or liabilities of either part under this H.O.U. including the implementation of Project, its sharing matters incidental thereto shall be referred to the sole Arbitration of Sri H.K. Seth, Son of Late Sri K.K. Seth, Resident of 1-2, Kaiserbath Avenue, near Gyalchana Club, Lucknow whose award shall be final and binding between the parties. Any party

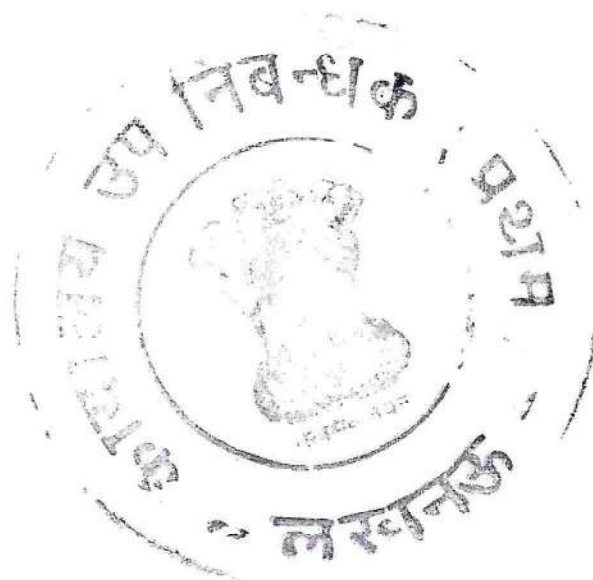
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S. K. Seth



S. K. Seth

पठन किया.....
लिखित किया.....



to the Agreement shall have right to make reference of dispute whether jointly or severally. The venue of the arbitration proceedings shall be at Lucknow subject to the Arbitration Clauses, the courts at Lucknow alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this Memorandum of Understanding.

SCHEDULE OF THE DEMISED PREMISES

Plot marked as A measuring about 56,550 sq.ft. marked by letters A, B, C, D, E, F, A and shown by blue colour in the annexed plan out of plots No. 569, 572, 573 and 578, situated in village Ghazipur Saeedunnissa (now post office Ram Sagar Misra Nagar, also known as Indira Nagar), Faizabad Road, Lucknow.

IN WITNESS WHEREOF, the parties to this indenture have put their respective signatures on this 17th day of April, 1996 at Lucknow.

FIRST PARTY

WITNESSES

1. ~~Ataullah~~

10/507/1 ACHAR AZAM SIDDIQUI
Indira Nagar, Lucknow

2.

Mukesh Kumar
S38/174 Yogi Nagar
Lucknow. 20

SECOND PARTY

S. S. S. S.

Drafted by :

M. P. Pandey
(M.P. Pandey)
Advocate

Typed by :

Ashu
Typist

S. S. S. S.

पठन किया.....
परिमाण किया.....



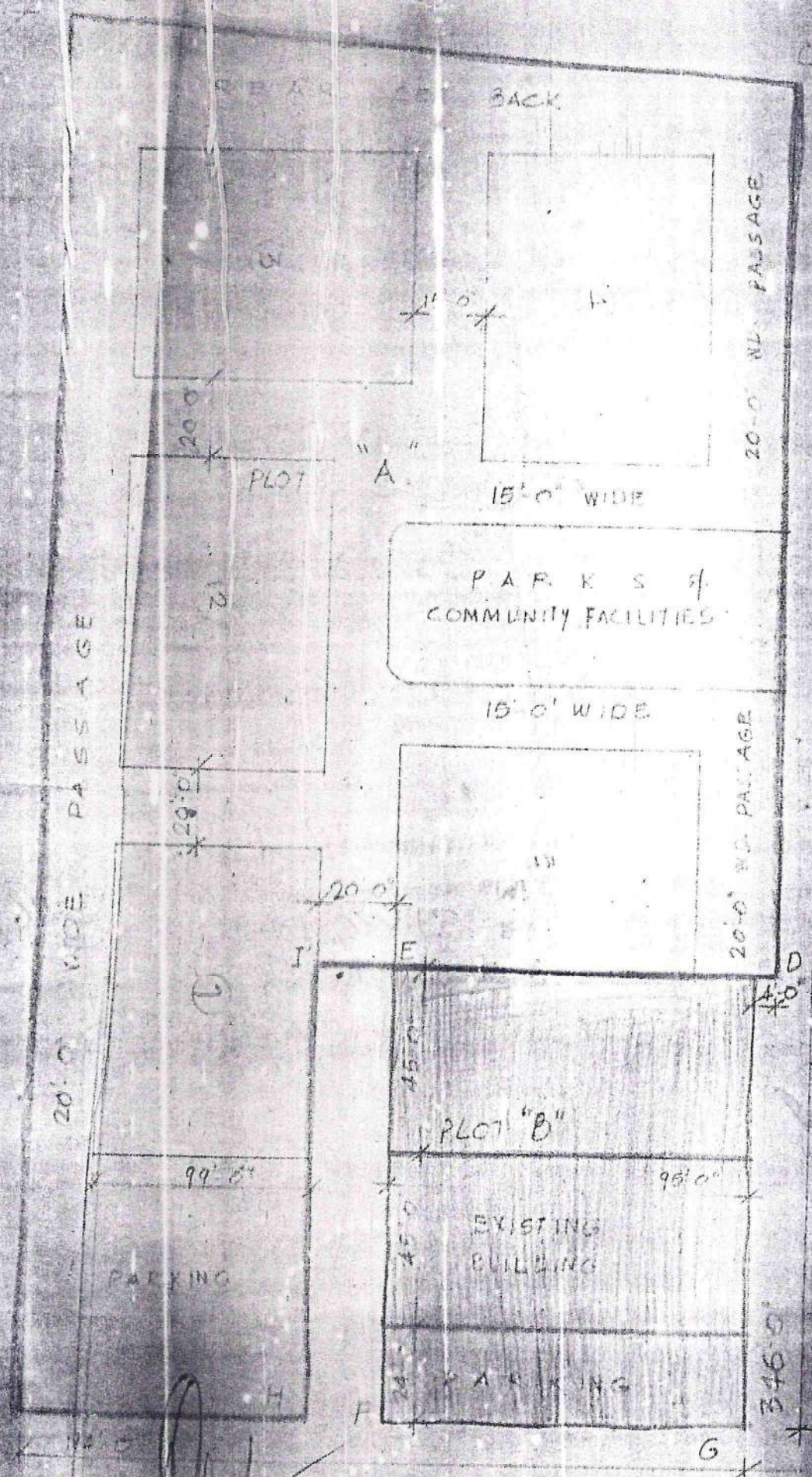
सं. नं. (प्रथम)
लखनऊ

आक सं. २०-६ ५६
पुस्तक सं. ७
पृष्ठ ३१३/६०८
एव शिष्टी कृत विद्या मया

३२४६
३१२३


विद्यार्थक
प्रकाशक





पढन किया
 A B C D E F G H I
 Signature
 २०२३

आगत दिनांक - 28-6-96
पुस्तक संख्या - 2
पृष्ठ - 388/400
या (विषय)

3286
3823



वर्ष 1996
दिनांक 28/6/96
पुस्तक संख्या 388/400
पृष्ठ 388/400

छाया प्रति प्रमाणित
यूपी विश्वविद्यालय (प्रमाण)
लखनऊ

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