

उत्तर प्रदेश UTTAR PRADESH

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THIS MEMORANDUM OF UNDERSTANDING is made & executed on

this 17th day of the month February and year 2012.

BETWEEN

V. K. Singh
[Signature]

For Jenah Infraprojects Pvt. Ltd.

[Signature]

Director

V. K. Singh
Joint Director/Director
JENAH INFRAPROJECTS PVT. LTD.

Director

M/s HARI GANESH PRESERVATION Pvt. Ltd., (PAN - AACCH6562M) a registered company under Company's Act 1956, having its registered office at 10/502 A, Allen Ganja, Khalasi Line, Kanpur, through its Director SHRI SANJAY GUPTA, adult, son of Shri Ganesh Spanker Gupta, who is appointed as authorised signatory in board meeting dated 13/02/2012, Resident of House No. Flat No. 302, Anand Pragati Appartment, 7/40 A Tilak Nagar Kanpur Nagar Herein- after for the sake of brevity referred to as the 'LAND OWNER' (Which expression shall mean and include unless repugnant to the context, its heirs, successors, legal representatives executors, attorneys and assigns etc.) of the FIRST PART;

AND

M/s Janak Infra Projects Pvt. Ltd., (PAN - AABCK6213B) a registered company under Company's Act 1956, having its registered office at 113/127 Swaroop Nagar Kanpur, through its Director SHRI Vinay Kurele, adult, son of Shri Prabhash Chanrda Kurele, who is appointed as authorised signatory in board meeting dated 13/02/2012, Resident of 15-M 20 Dabauli, Udyog Nagar Kanpur Nagar Herein- after for the

HARI GANESH PRESERVATIONS PVT. LTD. For Janak Infraprojects Pvt. Ltd.
 Director
 Kurele
 Auth. Signatory/Director
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sake of brevity referred to as the 'LAND OWNER' (Which expression shall mean and include unless repugnant to the context, its heirs, successors, legal representatives executors, attorneys and assigns etc.) of the SECOND PART;

AND

M/s SVS Developers (PAN - Applied For) through its partner Sudhir Kumar Gupta adult, son of Hari Shanker Gupta, Resident of House No.10/502 A Allen Ganj khalasi Line, Kanpur Nagar, situated at its registered office at 302 Anand Pragati Appartment 7/40 "A" Tilak Nagar, Kanpur Nagar Herein- after for the sake of brevity referred to as the 'BUILDER / CONTRACTOR' (Which expression shall mean and include unless repugnant to the context, its heirs, successors, legal representatives, executors, attorney's and assigns etc.) of the THIRD PART;

HARI GANESH PRESERVATIONS PVT. LTD.

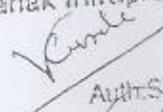
S. Gupta
Director

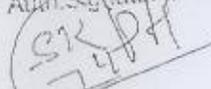
Kapal
OK
7-10-14

WHEREAS the Free- Hold Plot No.305, Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 665 Sq. Mts., bounded as, by North – Remaining Portion of Arazi Plot No. 305, After Arazi Plot No.301, by South- Arazi Plot No. 302 & 304, by East – Road 15.49 Mtrs. & Arazi Plot No. 306 and by West – Arazi Plot No. 302, free from all encumbrances, sold by said Shri Jagdish Narain Dhawan to M/s HARI GANESH PRESERVATIONS Pvt. Ltd., through its director Shri Sanjay Gupta vide Sale – Deed dated 08-09-2011 which is registered at in Book No. 1. Zild – 5040, at pages 303 to 356 at serial No. 4351 on 08-09-2011 in the office of Sub- Registrar Zone No. – 2, Kanpur Nagar.

WHEREAS the Free- Hold Plot No.306 Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 60 Sq. Mts., bounded as, by North – Arazi Plot No. 305. by South- Other Arazi Plot , by East – Road 18.28 Mtrs. and by West – Arazi Plot No. 305. free from all encumbrances, sold by said Shri Jay Kumar Singh to M/s HARI GANESH PRESERVATIONS Pvt. Ltd., through its director Shri Sudhir Gupta vide Sale – Deed dated 16-12-2011 which is registered at in

 For Janak Infraprojects Pvt. Ltd.
Director


Auth. Signatory Director


7/10/11

Book No. 1, Zild - 5170, at pages 193 to 234 at serial No. 6001 on 16-12-2011 in the office of Sub- Registrar Zone No. - 2, Kanpur Nagar.

WHEREAS the Free- Hold Plot No.302 Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 0.1690 Hectare, bounded as, by North - Arazi Plot No. 300, by South- Arazi Plot No. 303, by East - Arazi Plot No. 301,304 & 305 and by West - Arazi Plot No. 280 & 281, free from all encumbrances, sold by said Shri Preeti Singh / Preeti Saxsena to M/s HARI GANESH PRESERVATIONS Pvt. Ltd., through its director Shri Sudhir Gupta vide Sale - Deed dated 14-10-2011 which is registered at in Book No. 1, Zild - 5083, at pages 289 to 332 at serial No. 4896 on 14-10-2011 in the office of Sub- Registrar Zone No. - 2, Kanpur Nagar.

WHEREAS the Part of Free- Hold Plot No.301 Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 93.34 Sq. Mts. , bounded as, by North - Part of Arazi Plot No. 301, by South- Part of Arazi Plot No. 301, by East - Road 18.28 Mtrs. and by West - Arazi Plot No. 302 & 300, free from all encumbrances, sold by said Shri Preeti Singh / Preeti Saxsena to M/s HARI GANESH

HARI GANESH PRESERVATIONS PVT. LTD.

Sudhir
Director

Auth. Signature of Director
7-4-11

PRESERVATIONS Pvt. Ltd., through its director Shri Sudhir Gupta vide Sale – Deed dated 14-10-2011 which is registered at in Book No. 1, Zild – 5083, at pages 205 to 246 at serial No. 4894 on 14-10-2011 in the office of Sub- Registrar Zone No. – 2, Kanpur Nagar.

WHEREAS the Part of Free- Hold Plot No.301, Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 93.34 Sq. Mts., bounded as, by North – Remaining Portion of Arazi Plot No. 301, by South- Arazi Plot No. 305, by East – Road 15.49 Mtrs. and by West – Arazi Plot No. 302, free from all encumbrances, sold by said Shri Preeti Singh / Preeti Saxsena to M/s Janak Infra Projects Pvt. Ltd., through its director Shri Vinay Kurele vide Sale – Deed dated 14-10-2011 which is registered at in Book No. 1, Zild – 5083, at pages 247 to 288 at serial No. 4895 on 14-10-2011 in the office of Sub- Registrar Zone No. – 2, Kanpur Nagar.

WHEREAS the Part of Free- Hold Plot No.305, Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring 665 Sq. Mts., bounded as, by North – Portion of Arazi Plot No. 301, by South- Arazi Plot No. 302 & 304, by East – Road 15.49 Mtrs.& part of Arazi Plot No. 306 and by West – Arazi Plot No. 302, free from all encumbrances, sold

For Janak Infra Projects Pvt. Ltd.
 Director

For Janak Infraprojects Pvt. Ltd.

Director

by said Shri Preeti Singh / Preeti Saxsena to M/s Janak Infra Projects Pvt. Ltd., through its director Shri Vinay Kurele vide Sale - Deed dated 08-09-2011 which is registered at in Book No. 1, Zild - 5040, at pages 251 to 302 at serial No. 4350 on 08-09-2011 in the office of Sub- Registrar Zone No. - 2, Kanpur Nagar.

WHEREAS the Part of Free- Hold Plot No.302, Gram Barripur Kachhar, Tehsil & Pargana Kanpur Nagar, admeasuring .1690 Hectare, bounded as, by North - Arazi Plot No. 300, by South- Arazi Plot No. 303, by East -part of Arazi Plot No. 301,304 & 305 and by West - Arazi Plot No. 280 & 281, free from all encumbrances, sold by said Shri Preeti Singh / Preeti Saxsena to M/s Janak Infra Projects Pvt. Ltd., through its director Shri Vinay Kurele vide Sale - Deed dated 14-10-2011 which is registered at in Book No. 1, Zild - 5083, at pages 333 to 376 at serial No. 4897 on 14-10-2011 in the office of Sub- Registrar Zone No. - 2, Kanpur Nagar.

ANDWHEREAS by virtue of the aforesaid sale of Free- Hold Plots, the party of the FIRST PART became registered and absolute land owner in possession and is fully entitled to enjoy and chattel the

JANAK INFRA PRESERVATION PVT. LTD.

Singh
Director

Kurele
Secretary/Director

said property as per its own liking and as such the party of the FIRST PART is fully competent to enter in to any agreement or to create any memorandum of understanding with any one in order to watch its own interest.

ANDWHEREAS by virtue of the aforesaid sale of Free- Hold Plots, the party of the SECOND PART became registered and absolute land owner in possession and is fully entitled to enjoy and chattel the said property as per its own liking and as such the party of the SECOND PART is fully competent to enter in to any agreement or to create any memorandum of understanding with any one in order to watch its own interest.

ANDWHEREAS the party of the THIRD Part, being SVS DEVELOPERS, is fully empowered and entitled to enter in to any agreement and also to create any Memorandum of Understanding on behalf of the aforesaid construction company and also to execute the same by her/ his own sign.

Director

V. K. K.
S.K.P.H.

PREAMBLE

The first party & second is the absolute owner of premises / Free- Hold Plot as mentioned above, which is/ shall be the subject land, after getting map sanctioned and N.O.C. obtained in its name from the concerned department i.e. K.D.A., Nagar Nigam, Fire Department, etc. the FIRST PART & SECOND PART wants to develop the said property as the residential units and decided to develop the same with the co-operation, supervision and management of Construction Company / Contractor /Builder the THIRD PART on the terms & conditions enumerated below :-

1. In the present global scenario & in order to contribute in the planned development of the Kanpur City, the first party has decided to erect & furnish new construction over the subject land after getting sanctioned map from concerned department i.e. K.D.A. and construct it as a residential unit over subject land of the said premises.

2. The party of the THIRD PART represented itself, as big colonizers and developers, having vast experience in the construction of multistoried

HARIJANESH INFRASTRUCTURES PVT. LTD.

Singh
Director

For Janak Infraprojects Pvt. Ltd.

Kumle
HARIJANESH INFRASTRUCTURES PVT. LTD. Director

SKPH
Director

complexes and groups etc. The party of the THIRD PART also assures about its strong and sound financial status.

3. That the party of the FIRST PART & SECOND PART has accepted the proposal of the Second Party, to develop the subject land after getting after getting map sanctioned and N.O.C. obtained in its name from the concerned department i.e. K.D.A., and both the parties have agreed to develop the said subject land, subject to terms & conditions settled mutually, as enumerated herein below.

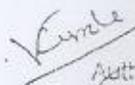
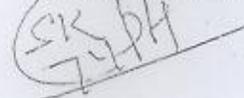
DEFINITIONS

1. Subject Land: - As shown and delineated more clearly in the map attached herewith as "Schedule A"
2. Intended Objects: - means to construct over the subject land, after getting the map sanctioned by the concerning authority, of party of the First Part & Second Part as the Residential Units according to the plan as duly approved by the Kanpur Development Authority, at the cost of the party of the THIRD PART, subject to the terms & conditions enumerated herein below.

HARI GANESH PRESERVATIONS PVT. LTD.


Director

For Jarak 1.00


Auth. Signatory/Director


3. Force Majoure:- means natural calamity, operation of law, riots, shortage of materials due to unavoidable & unforeseen reasons and obstructions in the construction by the K.D.A. or due to some stay by any competent court to unavoidable and unforeseen reasons.

4. Respective Share/Profits: -

- (i) With mutual consent both parties have amicably fixed & settled their respective shares / profits in the flats, open and covered space, of the complex etc. as detailed herein below.

5A. SHARE / PROFIT OF FIRST PARTY:-

- (i) That Twelve and Half Percent, i.e. 12.5% out of total sale consideration, shall fall in the share of the party of the FIRST PART & possession of those flats as mentioned above shall be handed over after construction accordingly as per map which is to be duly approved by the Kanpur Development Authority, to the prospective buyers at time of executing Sale -Deed in regard to the respective flat.

- (ii) In case any valuable material i.e. money, Gold & Silver etc. is found under the earth at the time of getting the said subject land dug, the same shall

HARIGANESH PRESERVATIONS PVT. LTD.

[Signature]
Director

For Janak Infraprojects Pvt. Ltd.

[Signature]
Authorized Signatory/Director

be belonged to the Party of the FIRST PART exclusively & Party of the THIRD PART shall have no right to create any obstacle or to make any claim what so ever over it.

5B. SHARE / PROFIT OF SECOND PARTY:-

(i) That Twelve and Half Percent, i.e. 12.5% out of total sale consideration, shall fall in the share of the party of the SECOND PART & possession of those flats as mentioned above shall be handed over after construction accordingly as per map which is to be duly approved by the Kanpur Development Authority, to the prospective buyers at time of executing Sale -Deed in regard to the respective flat.

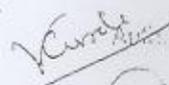
(ii) In case any valuable material i.e. money, Gold & Silver etc. is found under the earth at the time of getting the said subject land dug, the same shall be belonged to the Party of the SECOND PART exclusively & Party of the THIRD PART shall have no right to create any obstacle or to make any claim what so ever over it.

FOR SALES OF THE PROPERTY

6. SHARES OF THIRD PARTY:

100% PRESERVATIONS PVT. LTD.


Director


Signatory/Director

