



उत्तर प्रदेश UTTAR PRADESH

AY 738270

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 07th day of September 2012 BETWEEN SUDEEP BILAIYA S/o Shri. SITA RAM BILAIYA, 17 Civil Lines near Jar Pahar Sarv Nagar C.P. Mission compound Jhansi. (Hereinafter referred to as 'The First Party')

AND

M/s Sanfran Developers Private Limited, (Through Mr. Chetan Srivastava) a Company incorporated under the Companies Act 1956 and having its corporate office at 143 1st floor tribhuvan Complex, Ishwarnagar Mathura Road New Delhi acting (hereinafter referred as 'The Second Party')

The expression of the First Party and the Second Party shall be deemed to mean and include its/his legal heirs, representative, executors, and administrator, successors in business, Sister/Subsidiary Company nominees and assigns

WHEREAS

1. The First Party is the owner of land at Mouja Merry, Jhansi Khasra no. 250m of 0.291 hectare. Approximately at village Merri Distt. Jhansi (hereinafter referred as 'the said land')
2. The Second Party is the developer and colonizer and has developed, Residential colonies/Residential Building/Commercial Complexes and is well reputed and experienced in this line of business and has got expertise and organizational infrastructure of marketing and sale of plots/built up areas.
3. The First Party has approached and requested the second party to assist them for development of the said land as a residential colony in the proposed project.
4. The First Party and The Second Party has arrived at and understanding whereby they have decided to develop the said land situated at Khasra 250M village merri Distt. Jhansi on certain terms.
5. It is expedient to record the terms and condition applicable to the said understanding to avoid misunderstanding hereafter.

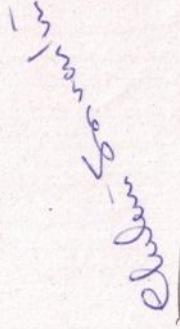
NOW THIS MOU WTNESSETH AS UNDER:

1. First party is owner. Thereof from their own resources and funds, and make them available to the second party/or its nominee(s) for development of the said lands as a residential plotted colony.
2. The first party shall, soon after the execution of this MOU, supply and provide all documents to the second party.
3. Both the parties have agreed to share the developed plots in the ratio as mentioned hereunder: in lieu of their contribution of land by the first party and expenses for approvals sanctions and development by the second party:

a) Sharing of sale proceeds:

The developed plotted area of the colony shall be shared by the first and the second parties on saleable area of plots

First Party	: 40%
Second Party/or its nominee(s)	: 60%

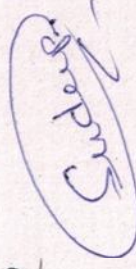


4. The Second Party is authorized to sign any Legal Documents or enter into any MOU for development or sale of above said land on behalf of the Owners, of the said property
5. In case of parties of this MOU infringes any of the terms and condition of this MOU, then either party shall have full right to get this transaction enforced through the court of law by specific performance of the contract at the costs and expenses of the defaulting party.
6. This transaction has taken place at Jhansi and as such Jhansi Court shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this MOU.

WITNESS WHEREOF, the parties to this MOU have executed these present of the 07th day of September 2012 first hereinabove written in presence of witness.

WITNESSES:-

1. Jagdish Kumar

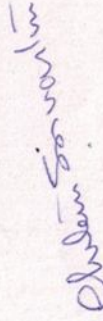


Sloghari Vishwanath

Mr. SUDEEP BILAIYA (FIRST PARTY)

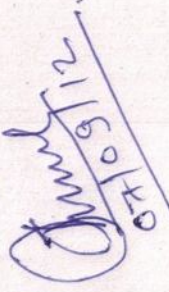
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Kailash nagar, gandhi



Mr. CHETAN SRIVASTAVA

Sanfran Developers Private Limited (Second party)


07/09/12

Harsharan Singh Shri Sri Chansyam

Vill. Maing Post Maikical college

Dist. Jhansi

