



उत्तर प्रदेश UTTAR PRADESH

AY 699757

Memorandum of under standing

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 04th day of July 2012 BETWEEN Mr. Rakesh Yadav s/o Lt. Shree Hariram Yadav and Rajesh Yadav s/o Lt. Shree Hariram Yadav House No. 176 village merry post medical Distt. Jhansi.(Herein after referred to as 'The First party').

And

M/s Ashok Infraproperties Pvt Ltd(Through Mr. Shailendra Yadav) a Company incorporated under the companies Act-1956 and having its corporate office at 143 1st floor Tribhuvan Complex Mathura Nagar Road New Delhi acting (herein after 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 executor 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 1.076 hectare. Approximately as detail in annexure "A" at village Merry Distt. Jhansi (hereinafter referred as 'the said land ')

राकेश गिरिश यादव

Shailendra

2. The Second Party is the developer and colonizer and has developed, Residential colonies/ Residential Building/Commercial Complexes and 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 understanding whereby they have decided to develop the said land situated at Khasra 250M Village merry Distt. Jhansi on certain terms.
5. It is expedient to record the terms and condition applicable to the said understanding to avoid misunderstanding here after.

NOW THIS MOU WITNESSTH AS UNDER

1. First party they said lands as detail in shajra duly colored enclosed as Annexure 'A' Form the Land owner there of 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 develop polts in the ratio as mention hereunder:in lieu of their contribution of land by the first party and expenses for approvals sanctions and develop by the Second Party:

a) Sharing of sale proceeds:

The developed plotted area of the colony shall be shared by the First and Second Parties on saleable area of plots

First Party : 40%

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

4. If any member of the First Party wants to sell his/her share, Second Party has no objection in purchasing His/Her Share.
5. In case of parties of this MOU infringes any of the term 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.

श्रीधर शिवशर्मा



WITNESS WHEREOF, the parties to this MOU have executed these present of the 04th day of July 2012 first here in above written in presence of witness.

WITNESSES:-

1. *Signature of Hari Ram Yadav*

Point No. 5/3 Shree Hari Bini 262 Bhasama Campus Thane

2.

Sr.No	Name of Property Owner	Khasra No	A/C No.	Area in Hectare(s)
1	Mr. Rakesh yadav s/o Lt. Shree Hari Ram Yadav	250M	285	0.538
2	Mr. Rajesh yadav s/o Lt. Shree Hari Ram Yadav	250M	285	0.538
	Total			1.076

Signature of Hari Ram Yadav

Signature of Hari Ram Yadav