

SD PropCon Pvt. Ltd.

Corporate Office :
Unit No - 703 & 704,
7th Floor, Ocean Complex, P-6,
Sector-18, Noida - 201301. (U.P.)
Tel No.: 0120-4574958, 4263863
CIN No. : U45300DL2008PTC180004

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is made and entered into at

Noida on dated 03/09/2015

Between

M/s. SD Propcon Pvt. Ltd. A company incorporated under the companies act, 1956 having its registered office at C.1/64, New Ashok Nagar, and Delhi 110096. Through its Authorized Signatory Sh. SurajAwana or Sh. D.P. Das Directors (which expression shall their respective heirs, Executors, administrators and assigns) as the transferors/ Sellers (hereinafter called the first party).

AND

M/s ONE PLACE INFRASTRUCTURES PVT. LTD. A company incorporated under the companies act, 1956 having its Registered office at S.2/656 – A- 3 – B, Varuna Vihar Colony, Behind J. P Mehta Inter college, Club Road, Sikraul, Cantt., Varanasi (Uttar Pradesh) through its Authorized Signatory Sh. Ranvijay Singh Director (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include their respective heirs, executors, administrators and assigns) as the Transferee/ buyers (hereinafter called the second Party).

Now, Therefore, This Memorandum of Understanding is executed as per the following terms & conditions.

- 1) That the first party has purchased a FSI in CBD area (057-0-CBD-SER APT-2) of Sushant Golf City, Lucknow measuring 153371.61sq.ft. and submitted at LDA area of 209520 sq. Ft. from M/s. Anas Properties & Infrastructure Ltd. The Plot area of the FSI is 6490.11 sq. meter.
- 2) That the First Party is interested to sell the aforesaid FSI as per Para (1).
- 3) That the second party has approached to the first party for purchasing the aforesaid FSI as in Para (1).

For **SD Propcon Pvt. Ltd.**


(Authorized Signatory)



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- 4) The second party has visited and inspected the site and satisfied himself about the location and area of the project site.

That the first party and second party have agreed on the following terms & condition:-

- (a) That the total cost of FSI @ Rs. 1062/- per sqft. Is Rs. 22.25.10.240/- (Rupees Twenty Two Crores Twenty Five Lakh Ten Thousand Two Hundred Forty only).
(b) That an amount of Rs.11,91,22,745/- (Rupees Eleven Crores Ninety One Lakhs Twenty Two Thousand Seven Hundred Forty Five Only) which includes the Rs. 3,28,98,210/- paid to Ansal properties & Infrastructures Ltd. Will be paid by second party to the first party as per the payment plan given below:-

S.NO	Particulars	Amount Rs.	Amount Rs.
1.	Total amount will be Paid by second party To first party.	11, 91, 22,745/-	
2.	Token Money paid by Second party to the First party.		50, 00,000/-
3.	First installment between 1 to 7 Sep. 2015.		50, 00,000/-
4.	Second Installment between 1 to 7 Oct. 2015.		50, 00,000/-
5.	Third Installment between 1 to 7 Nov. 2015.		50, 00,000/-
6.	Fourth Installment between 1 to 7 Dec. 2015.		100, 00,000/-
7.	Fifth Installment between 1 to 7 Jan. 2015.		100, 00,000/-
8.	Sixth Installment between 1 to 7 Feb. 2015.		100, 00,000/-
9.	Seventh Installment between 1 to 7 Mar. 2015.		100, 00,000/-
10.	Eighth Installment between 1 to 7 Apr. 2016.		100, 00,000/-

For SD Propcon Pvt. Ltd.

(Authorised Signatory)



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11.	Ninth Installment between 1 to 7 May. 2016.	100, 00,000/-
12.	Tenth Installment between 1 to 7 June. 2016.	100, 00,000/-
13.	Eleventh Installment between 1 to 7 July. 2016.	1, 50, 00,000/-
14.	Twelfth Installment between 1 to 7 Aug. 2016.	1, 41, 22,745/-
Total		11, 91,22,745/-

5. That all the monthly post dated. Cheque (PDC) of the installments as per the above table shall be submitted by the Second party to the first party.

6. That the timely payment is the essence of this MOU and must be adhered with in case of any delay in the payment there shall be an interest charge @ 9% per annum for a period of delay of 30 days.

7. If the payment is delayed beyond 30 days then the deal shall stand cancelled and this MOU shall stand Null & Void. Earnest Money which is 5% of the payment, FSI shall be forfeited by the first party and the balance will be refunded in 6 months of cancellation of the FSI deal.

8. Other Expenses:- Other expenses of Rs. 60,22,451/- (Rupees Sixty Lakhs twenty two thousand and four hundred fifty one only) incurred at site and already paid by first party as explained to the second party by the first party will be reimbursed by the second party to the first party at the time of signing of this Memorandum Of Understanding (MOU) as below but not later than the date of taking possession.

(i)	Fixed Assets.	
	Electrical Equipments, installation & fittings. -	Rs.1,28,439
	Submersible Pump.	Rs.33,575
	Total	Rs.1,62,014.
(ii)	Site Development expenses.	
	Professional Fee- REPL	Rs. 32, 55,942
	Geo -Technical Consultancy Services	Rs. 32,55,942.
		Rs. 1,11,236.
	Soil testing secretary LDA.	Rs. 10,62,270.
	Site Development Expenses	Rs. 13,72,489.
	Electrical Expenses - Site	Rs. 58,500.
	Total	Rs. 58, 60, 437
	Grand Total	Rs. 60,22,451.

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9) That the second party will pay an amount of Rs. 10, 32, 89,790/- (Rupees Ten crores thirty two lakh. Eighty nine thousand seven hundred ninety only) will be paid by second party to M/s. Ansal properties & infrastructure Ltd. Directly.

10) That the FSI purchased by the second party shall be transferred as per the policy of the Ansal properties & Infrastructure Ltd. And the required transfer charges shall be paid by the second party.

11) Any liability/ responsibility till the transfer of the FSI to the second party shall be responsibility of the First party after transfer of FSI all the liabilities shall be responsibility of second party. If any interest is accrued till the approval of LDA is received shall be paid by the first party.

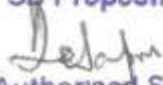
12) Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this agreement (deed) or the subject matter thereof shall be referred to the arbitration of Or if he shall be unable or unwilling to act, to another arbitrator to be agreed upon between the parties or failing agreement to be nominated by (or failing agreement to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in case of difference of opinion between them to an umpire appointed by the said to arbitrators before entering on the reference and the decision of the arbitrators or umpire as the case may be shall be final and binding on the parties.

13) That the property detailed and described in the agreement is free from all sorts of the lien, charge, mortgage and other encumbrance, there is no any dispute in any court or any where regarding the title or possession of the said property. (On behalf of 1st party)

14) The possession of project site shall be given on completion of the entire payment. However the permission for marketing and the construction of the project and using the site for the purpose of marketing shall be given on payment of 2,50,00,000/-

15) That due to any other default of the first party or any other reasons the agreement is not completed or possession is not delivered the second party will be entitled to receive back all the money given to the first party along with the interest and expenditures incurred by him from the second party.

For SD Propcon Pvt. Ltd.


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16) When the second party will pay the earnest money amount of Rs.2.5 Crore to the first party in part performance of the agreement the first party will hand over the actual possession of the land along with the allotment letter of Ansal Group & the documents regarding agreement and approval of LDA including architect drawing and all other documents related with the property in agreement.

17) The first party will give receipts for all the payments made by second party to him detailed in the said agreement (MOU).

18) That the first party has contracted to purchase the land from Ansal Group @ Rs. 650 per sqft. And now be contract to sale the land to the second party @ Rs. 1062 per sqft. And thus the total cost of Rs..... is to be paid by second party. As the first party has already paid Rs..... to Ansal Group, therefore the second party will pay Rs..... To Ansal group directly and remaining amount Rs..... Will be to the first party according to the terms and conditions settled between the parties.

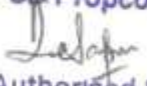
19) At present this deed (MOU) is being written as a memorandum on letter pad and when all the formalities will be completed the final agreement will be executed between the parties in accordance with law.

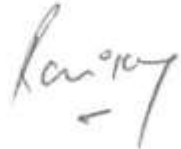
20) The first party has booked some plots to the customers now he will cancel the said booking and refund amount received by them; it is total responsibility of first party to settle the matter. The second party has no concern with those bookings. The first party wills handover the possession of total land to the second party.

21) That Parties have read the terms and conditions of the said agreement (MOU) and they are making signatures before the witness at their free will consent without any concern or undue influence.

22) That the layout of the project has been submitted to Lucknow LDA by the Ansal Group as started by the first party and it is the total responsibility of the first party to get it approved and approval OF LDA will be delivered to the second party with the help and assistance of Ansal Group.

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23) If there is any query that arises the same can be discussed and resolved mutually.

24) That only the courts at Lucknow shall have jurisdiction in case of any dispute.

First Party

(Suarj Awana / D.P.Das)

M/s SD Propcon Pvt. Ltd.

For SD Propcon Pvt. Ltd.

(Authorised Signatory)

Witness

- B.P. Singh
1. Bhonu Pratap Singh
 2. Vinod Kumar Singh

Second Party

Ranvijay Singh

M/s- One Place Infrastructures Pvt. Ltd.

Email : ceo@oneplacegroup.in