

Memorandum of Understanding

This MOU is made at New Delhi on _____

BETWEEN

AMR Infrastructures Limited a Company registered under The Companies Act, 1956 having its Registered Office at 2425/11, Gurudwara Road , Karol Bagh , New Delhi-110005 through its duly authorized Director _____ hereinafter referred to as “Developer” of

The FIRST PART.

AND

_____ 1st Applicant resident of

_____ 2nd Applicant resident of

_____ 3rd Applicant resident of

_____ 4th Applicant resident of

hereinafter severally /jointly referred to as ‘Investor’ of the SECOND PART.

{the expression of Developer and Investor shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assigns.)

AND WHEREAS the Developer has all the rights of construction and development of the entire PROJECT **Kessel I Valley, I Mall & I Homes** at Plot No- 9, Tech Zone, Greater Noida along with all the rights of further booking /registration/transfer.

AND WHEREAS the Developer has represented that it shall complete the construction of the Residential Flats(hereinafter referred as Unit) on or before _____ and shall ready for occupation & possession by the said date unless the construction is stopped or delayed on account of factors beyond the control of Developer, as stipulated in the later part of this Memorandum of Understanding.

AND WHEREAS the Investor is interested in booking of Residential Flat measuring _____ Sq. fts. For a total consideration of Rs _____(Rupees _____Only).The Investor acknowledges that the Developer has readily provided all information & clarifications as

required by them but that they has not unduly relied upon and is not influenced by any architect's plans, advertisements representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer.

AND WHEREAS the Investor has confirmed to the Developer that he has full knowledge of all the laws, rules, regulations, notifications etc. in general and applicable to the said unit /said Building in particular and the terms and conditions contained in this MOU and that they has clearly understood their rights, duties, responsibilities, obligations under each and all the clauses of this MOU.

AND WHEREAS the Investor, relying on the confirmations, representations and assurances of the Developer to faithfully abide by all the terms, conditions and stipulations contained in this MOU has taken in good faith the unit, and he is now willing to enter into this MOU on the terms and conditions appearing hereinafter.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

THE AREA

Investor is hereby booked the unit of the I Homes at Plot No- 9, Tech Zone, Greater Noida, measuring approx. _____ Sq. Ft. super area which hereinafter referred to as the unit for a total consideration of Rs. _____ (Rupees _____ Only)

CONSIDERATION

The Investor has paid the amount of Rs. _____ (Rupees _____) as under:

Cheque No. _____ of Rs. _____ dated _____ drawn on _____.

Cheque No. _____ of Rs. _____ dated _____ drawn on _____.

No _____ dated _____.

Cheque No. _____ of Rs. _____ dated _____ drawn on _____.

Cheque No. _____ of Rs. _____ dated _____ drawn on _____.

the receipt of which is acknowledged by the Developer and the Developer hereby discharge the Investor of all the Payments under this MOU except the amount of Rs. _____/- which is

payable at the time of possession the possession amount includes (Club charges + EFC Charges + EEC Charges+ IFMS Charges+ Car Parking).

Since the construction of unit would be completed and handed over by _____ and since the investor has paid the bulk consideration on signing of this agreement, the Developer hereby undertakes to make a payment of Rs. _____ (Rupees _____ Only), every calendar month w.e.f _____ to the investor as a committed return till the date of possession which the Investor duly accepts.

CONDITIONS OF REGISTRATION

The aforementioned registration of the said unit is purely provisional in nature and is subject to change in unit size due to the architectural plan, the building stipulation, architectural control plans and any change necessitated in the building due to logistics operating at that particular point of time and the Investor hereby agree and accept the authority and power of the Developer for any such variation/change.

The rates charged are on the basis of super area. The Investor is aware that the actual covered area would be less than super area.

The Investor agrees to abide by the terms and conditions imposed by Greater Noida Industrial Development Authority or any Government or local authority etc.

The upkeep, maintenance and management of the building and of common areas, maintenance, operation and upkeep of plant and machinery shall be organized by the developer or its nominated Maintenance Agency. All such costs, expenses, accruals to or provisions shall be borne and paid by the lessee as decided by the Maintenance Agency.

NOMINEE CLAUSE

The Investor shall be entitled to get the registration in its own name or in the name of its nominees.

EXPENSES

It has been agreed that all the expenses relating to the execution, registration including the expenses on stamps, registration fee etc., shall be borne by the Investor exclusively.

FORCE MAJEURE

If the performance of the MOU by either Party is prevented, in whole or in part, by causes beyond the control of such affected party which it could not avert in spite of best endeavor and due diligence, the causes being (i) acts of God, (ii) strike or lockout (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquake, (v) industrial disturbance or (vi) inevitable accidents, the consequences in the next Para will follow.

In such an eventuality, the affected party shall be excused from performing during the subsistence of the force majeure prevention provided that the occurrence of such an event and the resultant prevention is communicated to the other party as soon as practicable and not later than 15 days thereafter with sufficient details and material to facilitate a verification.

CHARGES, LIENS ETC.

It is hereby agreed that all taxes, Lease rent, levies etc. related to proposed unit at prevailing rates of that time will be paid by the Developer till date of execution of the sale/lease deed or the possession of the unit, whichever is earlier and thereafter all such charges shall be borne by the Investor and will be paid to Developer/ Authority.

OTHER FACILITIES, RIGHTS AND INTEREST

That the Said unit would have certain built in facilities, rights and interests as listed below:

- (a) Rights to use of all common areas such as , passages, staircases, gardens and lawns, etc.
- (b) Rights to use common water storage tanks, connected electrical load etc.
- (c) Rights to enjoyment of common equipment such as generators, transformer, \ CCTV system, fire safety equipment and any other such equipment installed in the unit for the common use of all occupiers of the unit.
- (d) All the above mentioned facilities, rights shall be subject to the payment of common maintenance charges as mentioned in MOU and in case of non-payment of such charges, the developer shall be entitled to withdraw such services

MISCELLANEOUS

The Investor will use the Said unit only for uses permitted in Zoning Plan/ Building Plans approved by Authority or Government etc. That as such the Larger Land is not divisible, accordingly, all the common areas and other facilities on the Larger Land shall not be interfered or encroached upon by the Investor and Investor at no point of time i.e. in present or in future seek the partition of the property/land under earth and endorsement of the same in the Revenue Records.

That this MOU records the complete MOU between the parties and supersedes all previous, if any, correspondences, understandings, MOU, letters, papers or documents exchanged and/or executed by the parties.

That the failure of either party to insist upon strict performance of any provision of this MOU or to exercise any option, right or remedies, contained in this MOU shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this MOU shall be deemed to have been made unless expressed in writing and signed by such party.

If any provision of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU and application of such provision to the persons or circumstances other than those to which it is held invalid or

unenforceable shall not be effected thereby and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable provision of this MOU shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.

Each right, power and remedy provided for herein or now or hereafter existing by law, in equity by law or otherwise shall be cumulative, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of all such other rights, power or remedies.

NOTICES

All notices and other communications under the MOU shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail. The Investor shall keep the Developer informed in writing about any change in his/her postal address.

INDEMNIFICATION

Developer also agrees to keep Investor indemnified and harmless against any loss, damages, demand or claim of any nature, whatsoever, which Investor may suffer on account of any default or non-observance of any covenant/term or on account of the title of the Developer.

ARBITRATION

That any dispute in the interpretation of any clause of this MOU shall be referred to the sole arbitration of an Arbitrator to be nominated by the mutual consent of the both the parties, whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at New Delhi.

This MOU is executed at New Delhi and Courts in New Delhi alone will have the exclusive jurisdiction over this MOU to the exclusion of all other courts and MOU shall be set to and construed in accordance with the laws of India.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE SIGNED THIS MOU AT NEW DELHI ON THE DAY FIRST ABOVE WRITTEN.

DEVELOPER

INVESTOR(S)

WITNESS

1.

2.