

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL



EL 838344

उत्तर प्रदेश UTTAR PRADESH

29 NOV 2019

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 01st day of January 2019

BETWEEN

M/s. D G Park City LLP, a Limited Liability Partnership duly constituted and registered under LLP Act, (LLPIN - AAN-1306), having its registered office at D G Plaza, E- 7/1 Ekta Nagar, Bareilly hereinafter referred to as the **First Party** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its Designated Partner Mr. Akshay Gupta (DIN - 08150250) duly authorized by board resolution dated 21th December 2018 of the ONE PART;

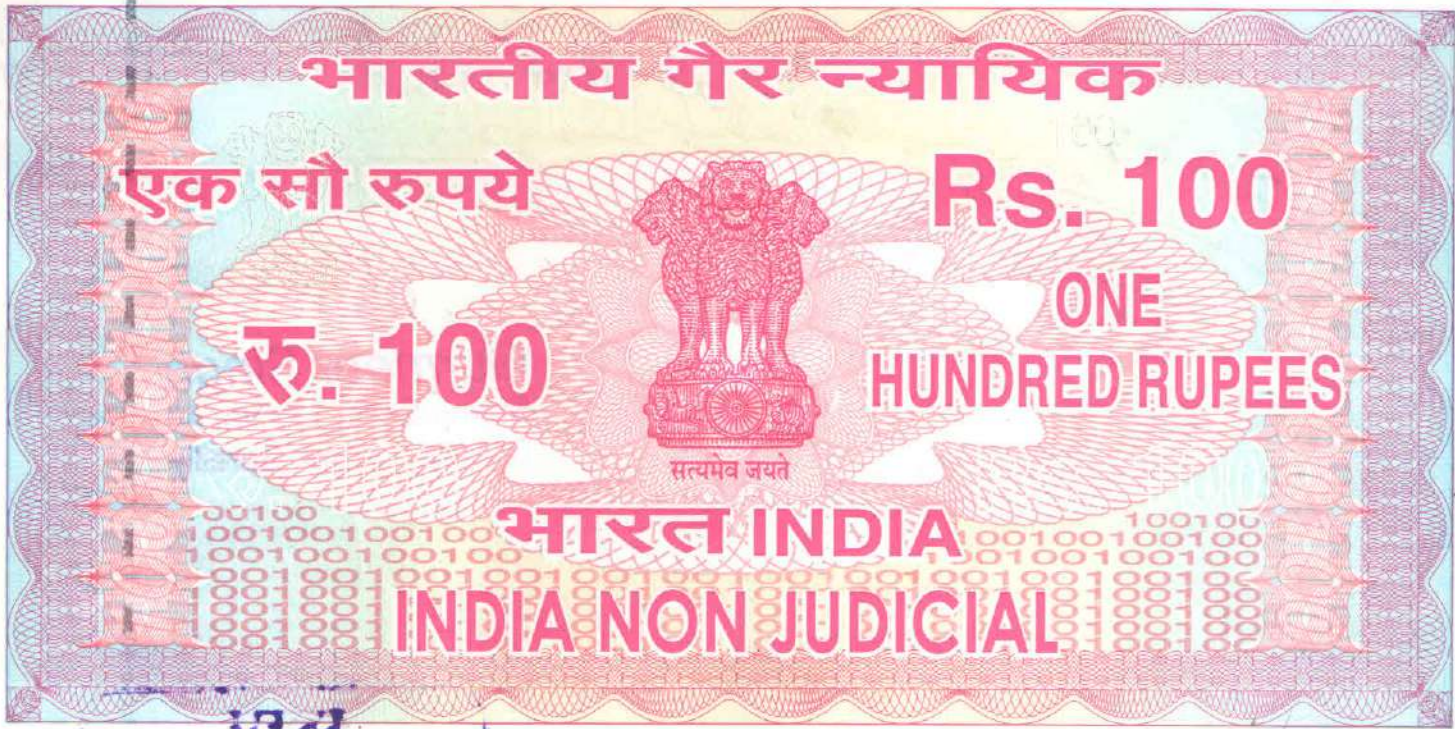
AND

1. Shri Dharmendra Kumar Gupta, S/o Lt. Shri M.L. Gupta R/o 25, Gulmohar Park Colony, Rajendra Nagar, Bareilly
2. Smt. Geeta Gupta, W/o Dharmendra Kumar Gupta, R/o 25, Gulmohar Park Colony, Rajendra Nagar, Bareilly
3. Shri Harish Kumar Gupta S/o Lt. Shri Mahendra Pal Gupta R/o Munshi Nagar Bareilly.
4. Dharmendra Kumar Gupta HUF through his authorised signatory Shri Dharmendra Kumar Gupta, S/o Lt. Shri M.L. Gupta R/o 25, Gulmohar Park Colony, Rajendra Nagar, Bareilly
5. M/s Horizon D G Infra Park City through its partner Shri Dharmendra Kumar Gupta having registered office at 25 Gulmohar Park Rajendra Nagar Bareilly
6. Krishna Kumar S/o Bhaiya Lal R/o Biharipur Bareilly.
7. Maikulal S/o Shri Girdhari Lal , R/o Bareilly as title holder and Shri Amandeep Singh S/o Gursaran Singh R/o Old City Bareilly as agreement to sale holder.

S.R. 40
157
02.01.19



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8. M/s Kuma Associates through its Partner Amandeep Singh S/o Gursaran Singh R/o Old City Bareilly
9. M/s H K Associates through its Partner Amandeep Singh S/o Gursaran Singh R/o Old City Bareilly

hereinafter collectively referred to as the **Second Party** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) of the SECOND PART

The First Party and the Second Party are 'hereinafter, wherever the context requires, individually referred to as the "**Party**", and collectively as the "**Party(s)**".

WHEREAS the First Party is a Limited Liability Partnership involved in the business of construction and marketing of real estate projects and its partners holds a vast experience in the same field.

AND WHEREAS, the Second Party has approached the First Party to develop, construct and market the **PARK CITY** project (hereinafter referred to as "**Project**")

AND WHEREAS the Second Parties collectively had applied for approval of layout vide file no. MAP20180512140719660 in Bareilly Development Authority and have got the approval for the same on 01.12.2018. Now the Second Party wants that the Project should be developed, constructed and marketed by the First Party on the land owned by second parties as shown in layout plan approved by Bareilly Development Authority.

NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER :

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Page 2 of 7

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Amandeep

Amandeep Amandeep



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- 29 NOV 2019
5. That the First Party can offer to sell the Houses, Plots, Apartments, Shop, etc in the Project to anyone and the second party will complete all administrative revenue and legal formalities to sale the project or any part of the project which the First Party has offered for sale to outside parties and the First Party will provide financial facilities to the respective buyers if require and the financial institution can issue cheque in the name of First Party and the Second Party will have no objection.
 6. The Second party will receive the sales proceeds of the part of land sold on his behalf by the First Party @ of Rs. 10,000/- (Rupees Ten Thousand only) per sq. mtr. of proportionate sellable area in the whole scheme "PARK CITY". Nothing except the sale proceeds of land part will be receivable from the First Party to Second Party.
 7. That the First Party will pay 25% of each instalment received to the Second party till the time the land proceeds of that booking is not completed.
 8. That the First Party will provide water supply, electricity supply, laying down drainage, roads, sewage treatment plant and for other amenities as are generally required for a township.
 9. That the First party will do expenses for development and construction on its own and the Second Party will not be anyhow liable to pay that amount to the First Party.
 10. That the First party will obtain occupation and completion certificate from the Bareilly Development Authority after the building is completed in all respects and all the expenses for the same will also be incurred by the First Party.
 11. The Second Party will give the land for providing basic necessities such as laying roads, developing parks, sewage treatment plant, electrification, sewage pipelines, water supply



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and other public utilities as approved by the Bareilly Development Authority and the land holder will have no right on that part of land.

12. That the First Party will construct the L.I.G and E.W.S. houses as per government norms and develop the whole Project, so that the pledged land and properties by Bareilly Development Authorities can be released and the liability of the same remains on the First Party.
13. That the First Party will comply with all the legal formalities and also to bear all the taxes or cess applicable on construction of the project such as EPF, GST, ESIC, Labour Cess, etc and the Second Party will no way be responsible for any irregularities in the same.
14. That the Second Party will bear the Income tax on the land part and the First Party will bear the Income tax on income earned from construction and marketing of project and the Second party will have no right that profit.
15. That in case where land is low lying, the expenses of earth filling will be borne by the respective second party.
16. That no variation, amendment, modification or addition to this MOU shall be effective or binding on either of the parties, unless set forth in writing and executed by them through their duly authorised signatories.
17. That the First Party has issued cheques amounting to Rs. 50,000/- each to the second parties as per list below to make this MOU bidding on all the parties.

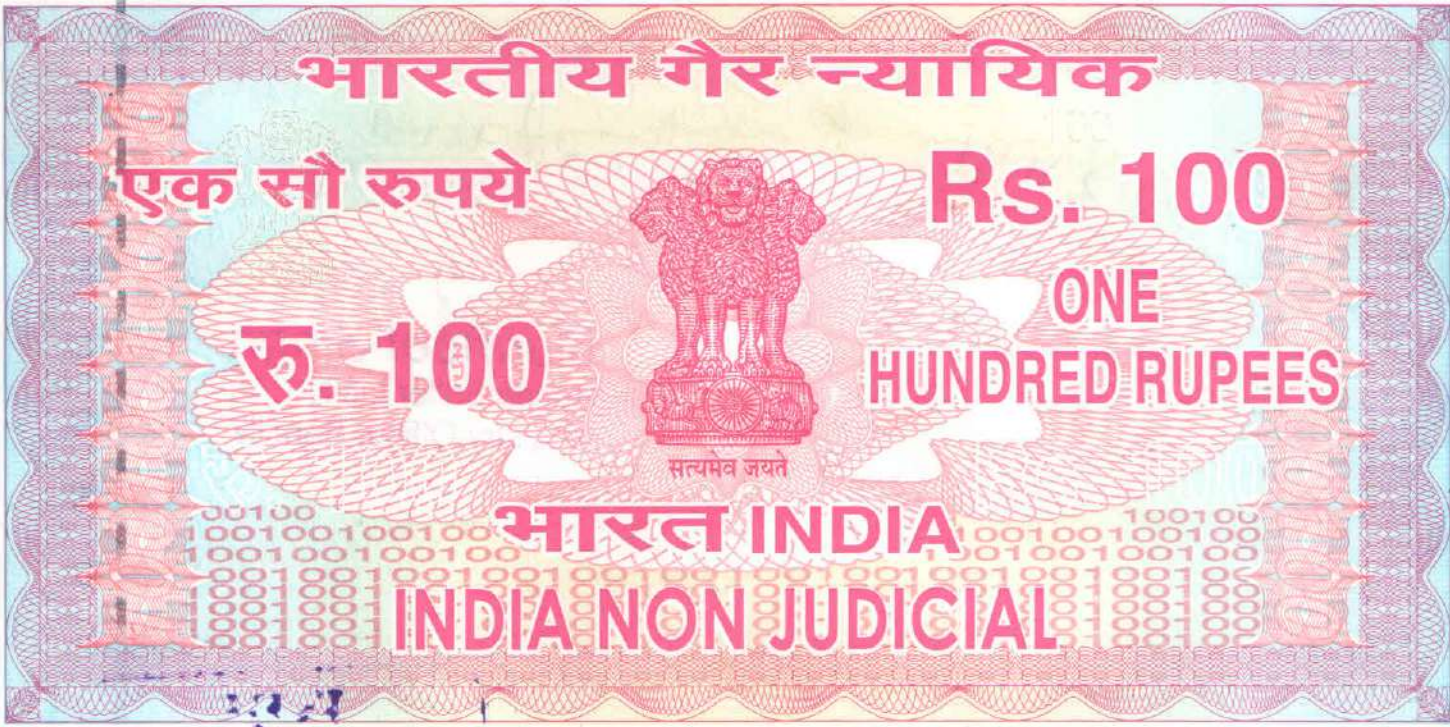
S. No.	Name of Second Party	Cheque No.	Amount (in Rs.)
1.	Dharmendra Kumar Gupta	000089	Rs. 50,000/-
2.	Geeta Gupta	000090	Rs. 50,000/-



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Handwritten signatures and names: *Subodh Kumar*, *Geeta Gupta*, *Dharmendra Kumar Gupta*, *Keeraman*.

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उत्तर प्रदेश UTTAR PRADESH

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2	93. NOV 2019	Harish Kumar Gupta	000091	Rs. 50,000/-
4.		Dharmendra Kumar Gupta HUF	000092	Rs. 50,000/-
5.		Horizon D G Infra Park City	000093	Rs. 50,000/-
6.		Krishna Kumar	000094	Rs. 50,000/-
7.		Maikulal	000095	Rs. 50,000/-
8.		Kumar Associates	000096	Rs. 50,000/-
9.		H K Associates	000097	Rs. 50,000/-



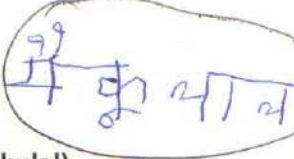
18. That this MOU will be valid from the effective date till the completion of Project.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

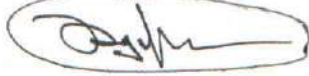
First Party

M/s. D G Park City LLP

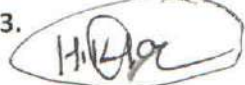

(Authorised Signatory)

7(a). 
(Maikulal)

Second Party

1. 
(Dharmendra Kumar Gupta)

2. 
(Geeta Gupta)

3. 
(Harish Kumar Gupta)

ATTESTED

SUBODH KUMAR
Advocate & Notary
Distt. Bareilly
Regd. No.10812/2014



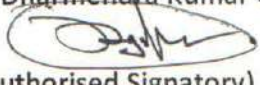
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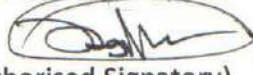
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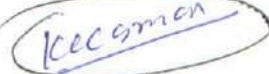
7. (b) 29 NOV 2019
Amandeep
(Amandeep Singh)

8. Kumar Associates
Amandeep
(Authorised Signatory)

9. H.K. Associates
Amandeep
(Authorised Signatory)

4. Dharmendra Kumar Gupta HUF

(Authorised Signatory)

5. For Horizon D G Infra Park City

(Authorised Signatory)

6. 
(Krishna Kumar)

ATTESTED

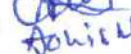
20/11/19

SUBODH KUMAR
Advocate & Notary
Distt. Bareilly
Regd. No. 10812/2014



WITNESSES:

1. Name: Aakam Vanshuy
Address: 133-D, Bihari Main Nayla
Deleypur, Bareilly

2. Name: 
Address: 115 Muzki Naser
Bareilly

