



Dream HOMES



बेहतर घर बेहतर कला

Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made onday of201.....

BETWEEN

K.T. India Infra Projects Pvt. Ltd., A Company Registered Under The Companies Act, 1956 Having Its Registered Office At Shop No. 314, CS04/GH-01, Sector- 4, Gaur City, Greater Noida West, GB Nagar U.P.-201009 & Site Office : Kargaina, Badaun Road, Bareilly through its Authorized Signatory

Mr.....(Hereinafter referred to as the "Company" of the First Part)

AND

(I) Mr./Mrs./Ms.S/W/D of
R/o.....

(II) Mr./Mrs./Ms.S/W/D of
R/o.....

(Hereinafter jointly/severally referred to as the "Intending Allottee(s)" of the Second Part).

The expressions Company and Intending Allottee (s) shall unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

WHEREAS

- A. The Company is the absolute and lawful owner of Plot No. 552 (m) Gram Itaua Sukhdeopur and Plot No. 270 (M) Kargaina, Pargana and Tehsil and district Bareilly totally admeasuring 4724 sq. mts. situated at Badaun Road, Bareilly (said land) vide sale deed(s) dated 30.5.2011 and 22.10.2012 registered in the office of sub-registrar second in book no. 1 volume 4528 all pages 123 to 164. As document No. 5878 dated 30.5.2011 and. Book No. 1 volume 5758 at pages 375 to 404 as document no. 12580 dated 22.10.2012
- B. The BDA has approved the map of affordable group housing project vide approval no. 217/2/GH/12 dated 6.12.14
- C. The Company has registered the project Dream Homes under the provision of the act with the Uttar Pradesh Real Estate Regulating Authority on 15.8.2017 under Registration No. UPRERAPRJ9513
- D. The Residential Units are being developed by the Company on the above said plot and marketed by its authorized persons from time to time in the name and Style of **Dream Homes** (hereinafter referred to as the "Project")
- E. The intending allottee(s) is interested in booking of a residential unit hereinafter referred to as the "UNIT" in the said Project
- F. The Company, relying on the assurances, commitments, confirmations and representations made by the intending Allottee (s) to faithfully abide by all the terms, conditions and stipulations as laid down herein after, has agreed to accept the Applicant's application for the allotment of the Unit.
- G. The parties are willing to enter into this MOU on the terms and conditions as contained in this MOU and the Application Form.

Wherein the Proposed intending Alottee (s) is a female, the expressions he, him, himself etc.in the MOU shall be read and construed as she, here, herself etc., there expressions shall be modified and read suitable whenever the proposed Intending Allottee (s) is a joint stock company, Body Corporate, Firm, LLP or any Association of Persons.

NOW THIS MOU witnesses as follows

1. THE AREA

That the intentending Allottee (s) is hereby applying for the provisional allotment of a unit numbering...admeasuring carpet area 45.69 sq. mts. (i.e. 491.62 sq. ft.) on the..... Floor in Project, Dream Homes Apartment. Badaun Road, Kargaina, Bareilly (U.P.) for sale cnosideration of Rs.(Rupees.....)

All applicable charges, Service Tax Alongwith interest if any, any other taxes etc. will be paid over and above the aforesaid sale consideration fo the unit.



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2. UNIT CONSIDERATION

- (A) That the Intending Allottee(s) has opted for the Down Payment/Construction Linked Plan and paid an amount of Rs.(Rupees.....) as per Annexure-"A" attached here to, simultaneous with the execution of this MOU, the receipt of which the company hereby acknowledges. The intending Allottee(S) hereby acknowledges that this MOU shall be enforceable only after realization of all cheques issued by the intending Allottee(s) towards booking of the unit.
- (B) The intending Allottee (s) shall make the balance payment of Rs.as per the payment schedule opted by the Intending Allottee (s) in which case no payment shall remain unpaid at the time of possession.

3. MISCELLANEOUS

- (A) The Intending Allottee(s) shall be entitled to get the title deed executed in his own name or name of any other person so nominated by him. All the Expenses with respect to the execution of the title deed any charges to be levied by the BDA, including the expenses on stamp duty, registration fees, legal / advocate fees etc. shall be borne by the Intending Allottee(s) exclusively.
- (B) 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 application 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.
- (C) If any provision of this MOU and the Application Form thereof, stands invalid or unenforceable to any extent to any person or circumstances, then the remainder of this MOU and the application form, and the application of such provision to the persons or circumstances other than those to which it is held Invalid or unenforceable, shall be effective there by and each provision of this MOU and application form shall be valid and enforceable to the extent permitted by law. Any Invalid/unenforceable provision of this MOU and Application Form shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the Invalid or unenforceable provision.
- (D) The aforementioned allotment of the units is provisional in nature and is subject to change in unit size, location, plans, building stipulations, architectural control, plans and any change necessitated in the building due to circumstances prevailing at that particular point of time and the intending allottee(s) hereby agree and accept the authority of the company for any such variations and /or change.
- (E) The Intending Allottee(s) understands and agrees that the intending Allottee(s) will pay the remaining additional charges, as mentioned in the Application Form and not included in the abovementioned sale consideration as and when demanded by the company.
- (F) The Intending Allottee(s) hereby confirm that the Intending Allottee (S) is booking the unit after having completely read and understood all the terms and conditions contained in this MOU and the Application form signed by him. the terms and conditions mentioned in the Application Form shall form part of this MOU for the purpose of purchase of the unit. The intending Allottee(s) acknowledges that the Intending Allottee(s) has clearly understood has rights, duties, responsibilities, obligations and limitations under each and every clause of this MOU and the Application Form.
- (G) The Intending Allottee(s) also confirms that the Intending Allottee(s) is sufficiently acquainted with the applicable laws, rules, notification etc. in general and applicable to the project in particular, and has perused all the title documents and has completely satisfied himself of the terms and conditions of the development of the same as imposed by Govt. Authorities and fully understands the authority of the Company to construct, allot, transfer the rights, title and interest in the project, The Intending Allottee(s) also acknowledges that the



Intending Allottee(s) has verified and satisfied himself about the project and has not unduly relied upon brochures, advertisements, representations, warranties, statements of estimates of whatsoever nature, whether written or oral made by the company, its selling agents, brokers, employees or otherwise. The Intending Allottee(s) acknowledges and confirm that the company has provide all the information and clarifications as required by the intending allottee(s) to his complete satisfaction and the Intending Allottee(s) has also made independent Inquiries and used his best judgement and discretion and satisfied himself in all respects and that Intending Allottee(s) has made the decision independent of any representations or statement of any nature, whatsoever made by the Company.

- (H) No one(including any broker/ dealer or even any employee of the company) is authorised to make any addition/deletion in any of the terms and condition contained herein and in the Application form. The company shall not be bound by any oral or written commitments, correspondences beyond the scope of these Terms and Conditions made by any Including any broker or employee of the company.
- (I) The Intending Allottee(s) agrees that in case during the course of construction and /or after the completion of the building(s) further construction on any portion of the plot or building or the terrace became possible, the company shall have the exclusive right to take up or complete such further construction as belonging to the company not withstanding the designation and allotment of any common areas as Limited Common Areas or otherwise. It is Agreed that in such a situation the proportionate share of the Intending Allottee(s) in the common Areas and facilities shall stand varied accordingly, without any compensation payable to the Intending Allottee(s).
- (J) That this MOU and Application form records completely the understandings reached between the Parties.
- (K) 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 exercise or the forbearance of powers or remedies shall not preclude simultaneous or later exercise by such party of all such other rights, power or remedies. The Company will not charge any administrative charges and allow first transfer free to the intending Allottee(s).
- (L) That the Intending Allottee(s) has certain built in facilites, rights and interests such as right to use of all common areas such a Links, Passages, Staircases, Gardens etc. in the project, as also, the right to use through the maintenace agency, the common water storage tanks, connected elecrical load etc. enjoyment of common equipment such as Generators, Transformers & Equipments etc. related to his unit, installed in the project for the common use of all the occupiers of all the units and maintained by maintanace agency. In case of default of payment of maintenance and other charges etc. the company or its nominees shall be entitled to discontinue/disconnect the services including electricity and water to the unit apart from the right to recover the charges with interest from the intending Allottee(s).
- (M) That if the performance of this Memorandum of Understanding by the company is prevented in whole or in part due to causes beyond its control and which could not be averted in spite of all possible endeavors and due diligence, the performance of the company shall be excused.
- (N) The Intending Allottee(s) shall abide by all applicable laws, Project bye laws, rules and regulation as framed and provided under the relevant laws or as provided by applicable Local Governing Bodies and shall be Responsible for all deviations, Violations or breach of any of the conditions laid down by statutory authorites. the Company Shall not be liable for the consequences of any such breach by the intending Allottee(s)
- (O) The Intending Allottee(s) agrees that the company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions which interalia included delay on ccount of non Availability of steel and/ or cement or other building materials or water supply or electric Power or slow down strike or acute shortage of labour, pollution clearance from the board, different approvals from Govt.



Authorities any legislation, order or rule or regulation made or issued by the Government or any other Authority. If any matter, approval, permission, notices, notifications by the Competent Authority(ies) became subject of any suit/writ before a competent court, Civil Commotion, or by reason of war or enemy action or terrorist action or earthquake or any act of God then the time period required for performance of its obligations shall stand extended. If in the opinion of the company, Force Majeure Continues for a considerable time, then the company may in its sole discretion abandon the project and in such case the company shall only be liable to refund the amounts recieved from the intending allottee(s) without any interest or compensatin whatsoever.

- (P) That the Intending Allottee(s) agrees and understands that if any dues/charges/taxes/fees etc. whichever is payable by the Intending Allottee(s) and the same has not been demanded by the company either inadvertently or by ignorance and such inadvertent mistake later on, comes to the notice of the company, the said dues/charges/taxes/fees etc. will be paid by the intending Allottee(s) as and when noticed and demanded by the company.
- (Q) That the Intending Allottee(s) agrees and undertakes to cooperate with the company in obtaining any permission from BDA, any local authority or any Govt. Department and shall sign all Papers, Forms, Applications etc. as and when the intending Allottee(s) may be called upon to do so.
- (R) The Intending Allottee(s) hearby agrees to keep company indemnified and harmless against any loss, damages, claim, penalty, cost, whatever which may fall on the company as a result of non payment of any statutory dues, rates,taxes,levis tariffs or any other charges payable by the intending Allottee(s) in respect of the unit from the date on which the application form is signed by the Intending Allottee(s)
- (S) That the Intending Allotte(s) shall have the ownership rights in the said "Unit" only after the full payment of basic sale Price, Power back up and any other charges (as per Aplicability)/ amount paid/ to be paid/to the concerned authority of bareilly and all other Governmental Charges to the Company, And after the registration of title deed of the said "Unit" in the favour of intending Allottee(s)
- (T) That it is specially agreed and accepted by the Intending Allottee(s) that the space/unit being sold hereunder shall be lockable and divided area on a particular floor.

4. NOTICES

All Notices and other communication under this MOU shall be made in writing and delivered either by hand against receipt or sent by certified or registered post at the notified addresses of the addresses (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 of the notice/communication in the course of transmission of sent via certified or registered mail. the Intending Allottee(s) shall keep the Company informed in writing about any change in his/her postal address.

5. ARBITRATION

Any dispute in the interpretation of any clause of this MOU shall be referred to the sole arbitrator to be nominated by the Company, whose decision shall be final and binding on both parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act 1996 At Bareilly and in English language.

- 6. Two copies of this MOU hav been prepared one to be retained by the Company and other to be retained by the Intending Allottee(s).
- 7. This MOU is executed at Bareilly and courts in Bareilly alone shall have the exclusive Jurisdiction over this MOU to the exclusion of all other courts and this MOU shall be set and constructed in accordance with the law Of India.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SIGNED THIS MOU AT BAREILLY ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.





Kargaina, Badaun Road, Bareilly.

Developed By :- KT India Infra Projects Pvt. Ltd.
Registered Office At Shop No. 314, CS04/GH-01, Sector- 4, Gaur City,
Greater Noida West, GB Nagar U.P.-201009 M. 99174-76456