

AGREEMENT

This Memorandum of Understanding (hereinafter '**Agreement**') is made and executed on ____ day of _____ month of 2015 at New Delhi by and between:

1. **Antriksh Group**, a Company incorporated under the Companies Act 1956, having its registered office at **S-302, 303, 3rd Floor, Aggarwal Mall, Plot No. – 3, Sector – 5, Near Ashirwad Chowk, Dwarka, New Delhi - 110075** acting through its Managing Director, Mr. Abhishek Goyat (herein referred to as "**Company**" which term or expression, unless repugnant to the subject or context hereof shall mean and include its successors in interest and assigns) of the FIRST PART;

AND

2. Mr./ Mrs./ Ms. _____ son / daughter of
_____ residing at _____

OR

3. M/s _____ a company incorporated and registered under the Companies Act, 1956, having its registered office _____ acting through its _____ (hereinafter referred to as the “Investor” which term or expression, unless repugnant to the subject or context hereof shall mean and include its successors in interest and permitted assigns) of the SECOND PART;

WHEREAS

- A. The Company has represented that the Company is in the business of Development of real estate including residential, commercial, hospitality and large integrated townships.
- B. The Investor is desirous of investing in the project named **ANTRIKSH URBAN GREEK**, to be developed / constructed under lawful arrangements by **ANTRIKSH GROUP**. (Hereinafter referred to as the “Company”) on a piece of land situated in “L” Zone Delhi
- C. The Investor has given expression of interest and have examined the plan of the project named **ANTRIKSH URBAN GREEK**, to be developed / constructed under lawful arrangements by **ANTRIKSH GROUP**. (Hereinafter referred to as the “Company”) on a piece of land situated in “L” Zone Delhi, hereby applying for provisional allotment of residential apartments on mutually agreed terms and conditions as outlined in this Agreement.
- D. The Parties are now desirous of executing the present Agreement to record the terms and conditions of the investment.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS MADE AND CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) **Definitions:**

“Agreement” means this Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually executed by and between the Parties hereto in writing.

“Applicable Laws” shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, precedents, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

“Earmarked Units” shall mean the units identified in **Annexure A**.

“Investment” shall mean Rs. _____ (Rupees _____ only).

“Project” shall mean the project “ANTRIKSH URBAN GREEK” situated at L-Zone, Delhi being developed by the Company.

2) **Transaction:**

(a) The Investor has agreed to invest a sum of Rs. _____/- (Rupees _____ only) in the Project for a period of 24 months or at the issuance of Final LTC by the competent authority (whichever is earlier) (**“Investment”**) and has paid the said amount vide Chq. no. / DD no. _____ Dated _____ 2015 drawn on _____ Bank, _____ Branch, _____

(b) In consideration of Investment, the Company has agreed to earmark units in the Project described in Annexure (**“Earmarked Units”**) at a price as outlined in **Annexure A** for the investor.

(c) The Company has agreed to give return of 25% per annum at the end of 24 months or at the issuance of Final LTC by the competent authority (whichever is earlier) from the date of receipt of (10% Booking Amount and Second Demand of 10%) Investment from the investor

(d) That the minimum period of Investment shall be 24 (twenty four) months from the date of execution of this Agreement or till the issuance of Final LTC by the competent authority whichever is earlier. The Investment period shall be extendable only as mentioned in these presents and upon mutual written consent.

- (e) The Investor is aware that the return assured will be given through the resale of the apartment only.
- (f) The Investor shall, at the end of 24th Month or the issuance of Final LTC by the competent authority whichever is earlier, exercise in writing the option of either selling the Earmarked Units or can choose to retain the same .
- (g) In the event if the Investor chooses to retain the apartment, then there will be no obligation on the part of the Company to return the investment along with the assured return and he will adhere to the payment plan given by the company.
- (h) The option once chosen by the Investor shall be irreversible.
- (i) Upon the Investor choosing the option to sell the Earmarked Units, the Company will take all necessary steps to sell the Earmarked Units in the market.
- (j) If the Earmarked Units are not sold to a third party by the end of the investment term or at the issuance of Final LTC by the competent authority (whichever is earlier), the Company agrees to buy-back the un-sold Earmarked Units from the Investor to realize the guaranteed sum.
- (k) In the event the return on a Earmarked Unit being sold, is more than the guaranteed sum then the Company shall share the difference between the actual return and the minimum guaranteed return with client equally.
- (l) In the event the return on a Earmarked Unit being sold, is less than the guaranteed sum then the Company shall pay the difference between the actual return and the minimum guaranteed return to the Investor.

3) Representations and Warranties:

The Parties hereby represent, warrant, and undertake that the Parties have the full right and authority to enter into this Agreement and to make the representations and warranties and undertakings given herein.

4) Confidentiality:

All information disclosed by any Party hereto to other Party in connection with this Agreement and other related agreement relating to this transaction (collectively, the "Confidential Information") will be kept confidential by the Party receiving such information and will not be used by such Party other than in connection with this Agreement.

5) Assignment:

Company or Investor may not assign their obligations under this Agreement to a third party.

6) **Notices:**

All notices required to be served by either of the Parties hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D. post at the addresses first mentioned above and such services shall be deemed to have been effected in the case of Delivery by hand, on the date on which it so delivered, and in the case of delivery by Registered A.D. post on the date the registered A.D. notice is received by the addressee.

7) **Settlement of Disputes:**

In the event of any dispute(s) or difference(s) and claim(s) arising out of this Agreement between the Parties, the Parties shall endeavor to settle such dispute amicably. In the event the dispute is not settled amicably, the dispute shall be referred to arbitration and the arbitration proceedings shall be held as per the provisions of the [Indian] Arbitration and Conciliation Act 1996 and the venue of arbitration will be at New Delhi, *India*.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first hereinabove written.

Signed for and on behalf of

M/s Antriksh Group

_____ in the presence of

Signed for and on behalf of

_____ in the presence of

SCHEDULE 1

ANTRIKSH URBAN GREEK, to be developed / constructed under lawful arrangements by **ANTRIKSH GROUP** on a piece of land situated in "L" Zone Delhi

ANNEXURE A

Antriksh Group
Antriksh Urban Greek

Area	Floor	Rate/ sq.ft.	PLC	Car park	Agreement value

