

Indian-Non Judicial Stamp  
Haryana Government

Date : 03/11/2016

Certificate No. G0C2016K5044



Stamp Duty Paid : ₹ 100  
(Rs. Hundred Only)

GRN No. 21523184



Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Shivnandan Buildtech Pvtld

Plot No/Floor : Na Sector/Ward : Na LandMark : Civil lines

City/Village : Delhi District : Delhi State : Delhi

Phone: 9416759591



**Buyer / Second Party Detail**

Name: Cosmos Infraengineering India Pvtld

Plot No/Floor : Na Sector/Ward : Na LandMark : Battery lane

City/Village : Delhi District : Delhi State : Delhi

Phone: 9416759591

Purpose : JDA Between Shivnandan buildtech Pvt Ltd and Cosmos Infra Engineering India Pvt Ltd Partnership Agreement

PARTNERSHIP AGREEMENT

Stamp Rs. 100/-

Certificate No. G0C2016K5044 dated 03.11.2016

RC  
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4/11/2016

The authenticity of this document can be verified by scanning this QR code through smart phone or on the website <https://egrashy.nic.in>.  
THIS JDA [hereinafter referred to as "Agreement"] is executed at Jhajjar on this 4<sup>th</sup> day of November 2016

**BY AND BETWEEN**

M/s. Shivnandan Buildtech Private Limited, a company having its registered office situated at 4 Battery Lane, Rajpur Road, Civil Lines, Delhi - 110054, through its duly authorized Person Shri Sukesh Kumar S/o Azad Singh R/o Subhash Nagar Jhajjar (Branch Office) duly authorized vide a Board Resolution dated 03.10.2016, hereinafter referred to as 'Licensee/first party' (which expression, unless contrary to or repugnant to the context of this agreement, shall mean and include its successors-in-interest, assigns, administrators, representatives, nominees etc.) of the First Part;

**AND**

M/s. Cosmos Infra Engineering (India) Pvt. Ltd., a company having its Registered office at 4 Battery Lane, Rajpur Road, Civil Lines New Delhi, through its authorized Person Ashok Kumar S/o Sh. Rajender Singh R/o Village Kerla Bhaundsi District Gurgaon duly authorized vide a board resolution dated 29.09.2016 hereinafter referred to as 'assignee/Second party' (which expression, unless contrary to or repugnant to the context of this agreement, shall mean and include its successors-in-interest, permitted assigns, administrators, representatives, nominees etc.) of the Second Part.

Each of the LICENSEE and Assignee shall hereinafter be individually referred to as "Party" and collectively as "Parties".

**WHEREAS**

A. The Licensee is owner in possession of land bearing Rect. No. 121, Killa no. 6/1 (6-0) 6/2 (0-4), 15/2 (6-18), 16/2 (3-4), 25/2 (0-4), Rect. No. 122 Killa Nos. 2/2/2 (4-12), 9(8-0), 10(8-0), 11/1 (4-13), 12(8-0),

For Shivnandan Buildtech Private Limited

Authorized Signatory

For Cosmos Infra Engineering (India) Pvt. Ltd.

Authorized Signatory

प्रलेख नः 70

दिनांक 04/11/2016

<u>डीड संबंधी विवरण</u>	
डीड का नाम	PARTNERSHIP
तहसील/सब-तहसील	झज्जर
गांव/शहर	झज्जर

<u>धन संबंधी विवरण</u>	
रजिस्ट्रेशन फीस की राशि	50.00 रुपये
स्टाम्प ड्यूटी की राशि	100.00 रुपये
पेस्टिंग शुल्क	2.00 रुपये

Drafted By: Bhavesh Yadav, Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 04/11/2016 दिन शुकवार समय 3:55:00PM बजे श्री/श्रीमती/कुमारी Ms Shivnandan Buildtech पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

*S Kumar*

श्री Ms Shivnandan Buildtech Private Limited thru सुकेश कुमार (OTHER)

उप/सयुक्त पंजीयन अधिकारी  
सयुक्त सब रजिस्ट्रार  
झज्जर

उपरोक्त प्रथम पक्ष व श्री/श्रीमती/कुमारी अशोक कुमार द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी देवेन्द्र सिंह, वकील पुत्र/पुत्री/पत्नी श्री निवासी झज्जर व श्री/श्रीमती/कुमारी रहल अंगरीश पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी नरेश कुमार निवासी गीताजली ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 04/11/2016

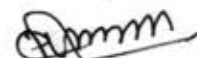
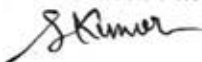
यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/सयुक्त पंजीयन अधिकारी  
सयुक्त सब रजिस्ट्रार  
झज्जर

उप/सयुक्त पंजीयन अधिकारी  
सयुक्त सब रजिस्ट्रार  
झज्जर

13/1 (4-0), 18/1/1 (5-17), 23/1 (3-8), 19 (8-0), 20 (8-0), 21/2 (7-3), 22/1 (5-0), 22/3 (0-17), Rect. No. 124, Killa no. 1 / 2 (0-18), Rect. No.122, Killa no. 11/2 (3-7); total measuring 96 Kanals 5 Marlas (12.031 acres) situated in the revenue estate of Village Dhankot Tehsil and District Gurgaon (hereinafter referred to as 'Total Land')

- B. The First party/Licensee is fully competent to deal with the Total Land on the terms hereinafter stated and represented that it has full power, good title, good right and absolute authority to enter into the present Agreement and there is no impediment in the same and no third party has got any right, title, claim and interest in the said property.
- C. The Second party/ assignee is engaged in the business of promotion, development and construction of Residential Group Housing Project and is well established in the business. The second party has requisite infrastructure, technical knowhow, finance and expertise in the promotion, development and construction of Residential Group Housing Project.
- D. The First Party/Licensee has obtained license bearing No. 70 dated 22.7.2011 appended hereto as (hereinafter referred to as "License") along with Zoning Plan appended hereto as from the Director General, Town & Country Planning, Haryana, Chandigarh (DGTCP) for development of a Residential Group Housing Project over the land fully described above (hereinafter referred to as "Total Project"). Before getting the License, the Licensee had received a Letter of Intent (LOI) from DGTCP vide memo number LC-2488-JE (BR)/4333 dated 5-4-11.
- E. The First party/Licensee has conveyed to the Second party/ assignee that at the time of applying for the aforesaid License, it has deposited requisite Scrutiny Fee and License Fee in the office of DGTCP. After the receipt of the LOI, the assignee deposited Conversion Charges and balance License Fee. The Licensee has conveyed to the assignee that the License is subsisting.
- F. The Licensee has represented to the assignee that as per the License, the Zoning Plan and the Government Norms, it has got the following development rights (along with associated restrictions and responsibilities) equivalent to land area of 11.599 acres out of the Total Land to be developed over a land area of approximately 10.14 acres and depicted in Lay out plan.
- G. That on the basis of above mentioned license the licensee is entitled to develop 11.599 acre land.
- H. That in term of the original license bearing no. 70 /2011 the licensee has got development rights (along with associated restrictions and responsibilities) equivalent to the land area of 11.599 acres (herein after referred to as the total FSI land area) out of which total land to be developed is approximately 10.14 acres (hereinafter referred to as the total project land), as shown in the lay out plan. These development rights (along with associated restrictions and responsibilities) along with rights and title in the Total Project Land shall be hereinafter referred to as "**the Total developable** area (i.e. FSI Calculated at available FAR)". The details of development rights (along with associated restrictions and responsibilities) for the total developable area are as below:
- To build apartments (including the apartments for Economically Weaker Sections (EWS) of the society) over an FAR Area of 884191 square feet approx along with areas free of FAR, like balconies, etc., and along with additional compoundable FAR area, if any permitted under law.
  - To build commercial convenient shopping over an FAR Area of 2526 square feet along with areas free of FAR, like balconies, etc. and alongwith additional compoundable FAR area, if any permitted under law.
  - To build community buildings such as club and schools.
  - To have ground coverage of 35% and subsequent floor coverage of 30% on each floor.
  - To have a maximum density of population of 300 Persons Per Acre.
  - To build at least 15% of the total number of flats for EWS.
  - To build at least 10% of the remaining 85% of the flats i.e. 8.5% of the total number of flats for the domestic servants.
  - To provide Equivalent Car Spaces (ECS) @ 1.5 per dwelling unit.
  - To provide at least 75% of the ECS in the form of covered parking.
  - To provide at least 5% of the total parking for EWS flats.
  - To develop at least 15% of the site area as organized open space.



- To build up to four levels of basement for parking, generator rooms, lift rooms, fire pumps, water reservoir, electric substation, air-conditioning plants and toilets/ utilities.
  - To build one level of stilts for parking only.
- I. The Licensee is desirous of assigning the rights of development and marketing to the extent of 45.45% the aforesaid development rights, marketing and sale rights i.e. for an area of 401850 sq. ft. i.e. sanctioned area available for about 5.3 Acres land (along with associated restrictions and responsibilities) along with proportionate rights and title in the Total Project Land and along with all rights appurtenant thereto (hereinafter referred to as "the Part Project") to the Assignee. This Part Project is more clearly defined later in this agreement.
- J. The Licensee has further represented that it is completely legal to assign such Part Project and the Licensee has the absolute right and full authority to assign / transfer the Part Project. The Part Project is the property subject matter of this contract being assigned by the Licensee to the Assignee.
- K. Under the present Agreement Licensee has agreed to grant development and construction rights to Assignee to develop, construct and implement and sell/alienate/transfer areas in a Residential Group Housing Project on the Part Project as per terms of this Agreement and of the License.
- L. Based on the representations, warranties and covenants made by the Licensee, the Assignee has agreed to take the development rights of the Residential Group Housing Project on Part Project in accordance with the terms of the License and terms and conditions stated in this Agreement.

**NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1. ARTICLE 1: DEFINITIONS AND INTERPRETATION**

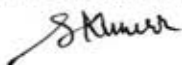
1.1 **Definitions** in this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized shall have the meanings assigned herein when used in this Agreement. When no capitalized, such words shall be attributed their ordinary meaning.

- (a) **"Applicable Law"** shall mean all applicable laws (including but not limited to the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules made there under, the Punjab Scheduled road and Controlled Area Restriction of Unregulated Development Act, 1965 and the rules made there under), by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, legislations, acts, statutes, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of any governmental authority and/or of any statutory authority in India, whether in effect on the Effective Date or thereafter;
- (b) **"Approvals"** shall mean and permissions, no-objection certificates, approvals, clearances, permits, sanctions, License, etc. required to be obtained for the development and construction of the Project, which shall, wherever applicable, include:
- (i) Approval of building plans from DGTCP.
  - (ii) No objection certificate from the Airports Authority of India for height clearance.
  - (iii) Consent to establish from the Haryana State Pollution Control Board.
  - (iv) Approval from the Director, Urban Local Bodies, Haryana, for the Fire Fighting Scheme.
  - (v) No objection certificate from the Deputy Conservator of Forests, Forest Division, Gurgaon.
  - (vi) Environmental Clearance from the State Environment Impact Assessment Authority, Government of Haryana.
  - (vii) Environmental Clearance from the Ministry of Horticulture, Ministry of Environment and Forests, Government of India.
  - (viii) Clearance from Fire Department, Haryana;
  - (ix) Permission for amenities like roads, water, electricity, telephone, wireless, cable, direct to home, conditional access system, clubs and sewerage connections;
  - (x) Part completion or the completion/occupation certificate;

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- (xi) Clearance from Public Works Department and Haryana Vikas Pradhikaran Nigam Limited; and
  - (xii) Any other permission, approval, clearance, sanction, permit etc. that may be required in compliance with any Applicable Law, from time to time, for development and construction of the Project.
- (c) **"Confidential Information"** means the information relating to the business, products, services, affairs, performances and finances of either Party for the time being confidential to it or treated by it as such and trade secrets (including, without limitation, technical data and know how) relating to the business of either Party or of any of its suppliers, clients, customers or business partners / associates / affiliates including information with respect to business, performance, financial or other information with respect to each Party and disclosed to other Party.
- (d) **"Encumbrances"** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, sale, gift, mortgage, disputes, litigation, attachment in the decree of any court, court injunction, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the License Land;
- (e) **"License"** shall mean and refer to the license No.70 of 2011 dated 22.07.2011 with respect to Total Project which has been obtained by the Licensee from the Director, Town & Country Planning, and Haryana for development of Residential Group Housing Project over the land fully described above.
- (f) **"Person"** means any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality);
- (g) **"Part Project"** shall have the meaning ascribed to it under recital I;
- (h) **"Total Consideration"** shall mean the total consideration in respect of grant, transfer and assignment of rights, entitlements and interests in development and sale rights for Part Project for Rs. 16,99,00,000/- (Rupees Sixteen Crore Ninety Nine Lacs only).
- (i) **"Total Land"** shall have the meaning ascribed to it under Recital A;
- 1.2 For all intents and purposes and for the purpose of the terms and conditions set out in this Application, singular includes plural and masculine includes feminine gender.
- 1.3 In this Agreement, any reference to any statute or statutory provision includes:
- a. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
  - b. any provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the Effective Date) to the extent the amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability may exist or can arise) includes any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- 1.4 the recitals and appendices form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement include any recitals, schedules, annexure and appendices to it. Any references to recitals, clauses and appendices are to recitals, clauses and appendices to or of (as applicable) this Agreement; That the recitals shall always be read and referred to as the intents for execution of this Agreement and shall apply between Parties with all its vigor in implementation and application without any hindrance, curtailment or limitation.
- 1.5 The expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;




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- 1.6 Each of the representations provided in this Agreement are independent of the other representations in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.7 Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.8 Headings to clauses and annexure are for convenience only and do not affect the interpretation of this Agreement;
- 1.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;
- 1.10 A reference to a specific time for the performance of an obligation is a reference to that time in the country, province, state or other place where that obligation is to be performed; any reference to the present agreement would also include the JDA.
- 1.11 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified in this Agreement is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.12 "In writing" includes any communication made by letter or fax or e-mail;
- 1.13 The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.14 References to a person (or to a word importing a Person) shall be construed so as to include:
- That Person's successors in title and assigns or transferees only if permitted in accordance with the terms of this Agreement; and
  - References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 1.15 where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- 1.16 References to knowledge, information, belief or awareness of any person (or other words to that effect) shall be deemed to include such knowledge, information, belief or awareness such person would have if such person has made due and careful enquiries.

## 2. Article 2: Part Project

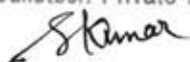
2.1. The Part Project shall mean and include, among other things, the following:

- Development marketing, sale rights of area of measuring 401850 sq. ft. which is equivalent to area sanction-able/constructable/saleable for 5.3 Acres of land out of the total 11.599 acres i.e. 45.45% of total sanction-able/saleable/constructable area of the project presently available & to have proportionate rights, title and interest in the Total Land and the Total Project land out of the Total sanctioned/ saleable area. This sanction-able/saleable/constructable area available for 5.3 acres of land area shall be hereinafter referred to as "the Part Project Area" as shown, in layout plan enclosed as Annexure-I

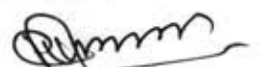
## 3. ARTICLE 3: DEVELOPMENT OF THE PART Project:

### Development Rights for the Part Project;

- 3.1. In furtherance of the Total Consideration paid by Assignee to the Licensee and/or its associate companies under the Agreement, Licensee hereby grants, transfers & assigns development, marketing, sale rights to Assignee with respect to Part Project along with proportionate impartible, undivided rights in land underneath



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and rights to book, sell and allot the saleable area /units in the Part Project as per the terms of this Agreement and Assignee hereby accepts the grant of rights and interest and ownership as aforesaid in respect of Part Project. That the Licensee has represented to the Assignee that in lieu of the Total Consideration, the Assignee shall have valid marketable title in respect of the Part Project including the Part Project Area in favour of the Assignee free from all encumbrances, restraint orders, attachments, liens, litigation etc.

3.2. The detail of Part Project (45.45%) development rights is as below:

- To build prorata all apartments in Tower No. B and Tower No. C(Half), D, S And E (including the apartments for Economically Weaker Sections (EWS) of the society) Area of 401850 square feet along with areas free of FAR, like balconies, etc., and along with additional compoundable FAR area, if any permitted under law.
- To build & sell commercial convenient shopping over an FAR area of 1148 sqft along with free of FAR areas.
- To build prorata share of community centre.
- To build develop & sell the 0.2 Acre nursery school exclusively.
- To build prorata EWS flats.
- To build the service personnel flats in tower 'S' exclusively.
- To provide prorata parking spaces & open areas.

3.3. That the Assignee will have no other right title and interest in the Total Project, except the rights given or incidental to them in this Agreement.

3.4. That the Assignee will not be entitled to any additional FSI area besides the aforesaid Part Project, if any additional license is obtained by the Licensee, in this project at sector 99, Gurgaon.

3.5. That the legal symbolical possession of the Total Land shall always remain with the Licensee however, for the purpose of this Agreement and for undertaking construction, development, marketing and sale of the Total Saleable Area on the said Part Project Area, the possession has been handed over by the Licensee to the Assignee. The Assignee shall only handover the possession to the prospective buyers of either any part of the Total Saleable area or of built up structures/apartments constructed thereon.

3.6. The Licensee has in accordance with the terms and conditions hereof exclusively and irrevocably permitted Assignee to enter upon the Part project Area directly and /or through its agent, nominees, collaborators, architects, consultants, representatives, contractors, for undertaking construction, development, marketing and sale of the Total Saleable Area on the said Part Project Area in accordance with the Applicable Law, License and this Agreement and for this purpose to further take measurements, carry out planning, exercise and to do and cause to do all acts and deeds required and /or necessary for obtaining the Approvals. Licensee further confirms having permitted and authorized Assignee, its agents, servants, associates, contracts project team and any Person claiming through or under them to enter upon the Part Project Area for developing, constructing, executing marketing and sale of the Total Saleable Area on the said Part Project Area .

3.7. The Assignee shall be entitled to hold and enjoy the same absolutely without any let, hindrance, interruption, disturbances, claim or demand from the Licensee or any person claiming under or through it. The Licensee has not been left with any right, title or interest whatsoever in the Part Project area.

3.8. That pursuant to execution of the present Agreement and the JDA, the Assignee shall be entitled to announce to the general public that it is promoting, marketing and implementing a residential group housing project over the Part Project/ Part Project Area. The Assignee shall be entitled to advertise in print, outdoor as well as electronic media about the Part Project provided the activities contemplated herein are as per the terms of the License and in accordance with the Applicable Laws.

3.9. The Assignee shall be entitled to solicit bookings, accept payments, issue allotments and execute contracts of allotment after execution of this Agreement subject to necessary approvals and sanctions from the concerned competent authorities, if required to be taken by Assignee at its own cost. However, the Assignee shall not be entitled to do any act, deed or thing which directly or impliedly violates any condition of License granted by DGTC, rule, statute, guide line, bye law or any other provision of law and the terms of this Agreement. The Parties agree that Assignee shall be entitled to enter into agreements on its own behalf for the booking / sale / transfer / lease of the saleable units of the Part Project Area and the said subsequent agreements shall always adhere to and shall be in line with the obligations of Assignee under this present Agreement.

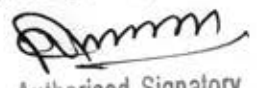
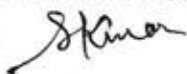
3.10. The Assignee shall be bound to discharge its obligations strictly in accordance with covenants contained in this Agreement and the License granted to the Licensee. The Assignee shall be liable to discharge all

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liabilities towards its customers/lessees third parties, etc and no liability on this account including without limitation to the sale/transfer of built up space/un-built in the Part Project Area shall be passed on to the Licensee and Licensee, its officers, group companies, directors, employees etc. shall not be liable or responsible for any such acts or omissions of Assignee or its nominees with respect to Part Project Area and Assignee undertakes to indemnify and hold Licensee safe and harmless with respect to all claims including third-party claims and demands and damages, losses, cost and expenses incurred or sustained by Licensee due to the aforesaid by reason or cause attributable to Assignee or its agents, representatives, nominees etc.

- 3.11. The Licensee shall separately execute and get registered a power of attorney in favour of nominee(s) of the Assignee conferring upon them complete powers to promote, market and sell the apartments and other built-up and un-built areas in the Part Project to be constructed over the Part Project Area. Assignee shall as GPA holder of Licensee, submit completion certificate/occupation certificate including balance sheet of Assignee for relevant years to show its profitability.
- 3.12. The Licensee shall however be liable to execute all documents as may be required to be executed and which may be practically possible to the satisfaction of concerned banks / financial institutions/ private equity funds/ other lenders/investors, so as to enable the Assignee to raise loan for the development and construction of the part project and also to enable the prospective purchasers/allottees of the Assignee to obtain financial assistance. All the cost and expenses in this regard will be borne by Assignee alone. In addition the Licensee also agrees to execute all applications, affidavits, plans and/or other documents, as may be required by Assignee, from time to time, for the construction, development and implementation of the Residential Group Housing Project on the Total Saleable Area on the said Part Project Area.
- 3.13. That both the Parties will comply will all the conditions of the License.
- 3.14. Assignee in its sole discretion shall have the right to prepare the building plan and any other documents as it may deem fit and required for the construction, development and implementation of the Residential Group Housing Project on the Total Saleable Area on the said Part Project Area and submit the same to the appropriate authority and if Assignee desires, Licensee to sign the building plan, and any other documents, then Licensee shall sign and execute, pursuant to reasonable checking and scrutiny, the building plan and any other deeds, documents, declarations for the approval of the building plans and other related approvals, sanctions, etc required for construction, development and implementation of the Residential Group Housing Project as may be required under the Applicable Laws on the Total Saleable Area on the said Part Project Area.
- 3.15. Licensee hereby agrees not to disturb, interfere with or interrupt the construction and development activities carried out by Assignee, or its contractor, member of the project team etc. and /or commit any act or omission that may result in stoppage or delay of the construction /development activity to be undertaken pursuant to this Agreement provided the construction and development activities are as per the terms of the License, this Agreement and in accordance with the Applicable Laws.
- 3.16. Licensee confirms that no one other than Assignee / its nominees or and / or collaborators shall be entitled to undertake the construction, development and implementation of the Residential Group Housing Project on the Total Saleable Area on the said Part Project Area.
- 3.17. Assignee shall have the right to change the nature of the development and construction in accordance with the Applicable Laws with the prior intimation to the Licensee, subject to permission and approvals from competent authorities.
- 3.18. Assignee shall be entitled to exploit the maximum FAR/FSI permitted by the Applicable Laws and bye laws and to the extent required as per its best judgment for the said Part Project Area, with the prior permission of the Licensee.
- 3.19. It is clarified that the Licensee shall not in any manner be liable and /or responsible to any person(s) / third parties/buyers/contractors/agents/collaborators of Assignee, towards any obligations / commitment undertaken by the Assignee.
- 3.20. The Licensee has not entered into any other contract pertaining to the Part Project/ Part Project Area except this Agreement and JDA in favor of the Assignee. The Licensee has assured the Assignee that no litigation pertaining to the Total Land or the Total Project Land is pending in any court or authority and the property in question is free from acquisition proceedings.
- 3.21. That the Total Consideration amount includes without limitation to all amounts payable to the DGTCP and other concerned authorities till the date of issue of the License, and includes, scrutiny fee for license paid to/ payable to the DGTCP and other competent authorities.





- 3.22. The Licensee has further confirmed that the License and the Zoning Plan are valid and subsisting. The Licensee and Assignee shall be jointly bound to keep all the licenses/sanctions subsisting till such time the Part Project is implemented by the Second Party.
- 3.23. That for procurement of all the pending and future permissions and sanctions for the Total Project (including the Part Project), the Licensee will be responsible to submit the requisite applications and other documents (the Assignee will supply its part of the documents to the First Party) and the Assignee hereby confirms to pay the proportionate (45.45%) charges, expenses and administration costs to the Licensee for procuring such permissions and sanctions for the Total Project (including the Part Project). The Licensee will finalise these charges, expenses and administration costs only after consulting with the Assignee. The Assignee shall pay 50% of its share of these expenses to the Licensee at the time of applying for the Approval and balance 50% immediately before receipt of the Approval.

#### 4. ARTICLE 4: COST AND EXPENSES

- 4.1 If the Assignee is allowed by law, then it will get any of the pending and future Approvals for the Part Project directly and incur those costs directly. The Licensee and the Assignee shall furnish their respective parts of any additional bank guarantee that may be needed to be submitted with the DGTCP on account of IDW.
- 4.2 Notwithstanding all cost of preparation of the plans and the cost relating to procurement of the Approvals for the Part Project/Part Project Area shall be borne and paid by Assignee. The entire cost of development / construction of the Part Project on the Part Project Area shall be borne by and paid by the Assignee.
- 4.3 That it is further agreed and understood between the Parties that the proportionate (45.45%) of the External Development Charges (EDC), Infrastructure Development Charges (IDC) statutory fees, charges, expenses shall be paid by the Assignee to the Licensee so that the same may be paid to the DGTCP as per the installment plan of DGTCP or directly to the authority. The Assignee shall also be responsible and liable to pay its portion of interest and penal interest (if any) levied by the DGTCP on the installments of EDC and IDC, due to any delayed payment on the part of assignee. A schedule of payment to be made for EDC and IDC to the DGTCP is enclosed as Annexure II
- 4.4 That it is agreed and understood between the Parties that in case any additional fee / charges / taxes of any nature whatsoever are imposed subsequently by any authority which is required to be paid for development of the Total Project, the same shall be liable to be paid by both the Parties proportionately to their area.
- 4.5 Further clarified that the present rate of EDC is fixed at Rs. 213.30 Lac per acre for Group Housing Area and Rs. 284.602 Lac for Commercial area (being developed in the Part Project Area ) and present rate of Infrastructure Development Charges (IDC) is fixed at Rs. 625/- per sq. meter for Group Housing component and Rs. 1000/- per sq. meter for commercial component by DGTCP and if there is any revision / enhancement in such rates of EDC and IDC by DGTCP / HUDA, then Assignee shall always be liable to pay the said enhanced amount.

#### 5. ARTICLE 5: CONSIDERATION

- 5.1. That Total Consideration in respect of the Part Project of Rs. 16,99,00,000/- (Rupees Sixteen Crore Ninety Nine Lacs only) had already been paid by the Assignee and the Licensee has received the entire amount of the Total Consideration, as per the receipt of payment already executed separately.
- 5.2. Licensee affirms that after receipt of the Total Consideration by the Licensee or to its associates / sister concern companies from the Assignee, amounts to valid discharge of Assignee's obligation regarding payment of Total Consideration for the grant of development rights in respect of the Part Project under this Agreement and no further sums shall be claimed by the Licensee and/or any person claiming under them in relation to the development rights being granted to Assignee. Licensee confirms that it has also obtained necessary consent/confirmation from the said associates/sister concern companies under the present applicable laws before entering into this Agreement and it is confirmed by Licensee that the said associate companies/sister companies shall not make any claim in respect of the aforesaid payments made on behalf of Assignee under this Agreement.

#### 6. ARTICLE 6 TERMINATION

- 6.1 That in case of any of the defaults (as detailed below) committed by any party, the defaulting party shall have to remove the default within one month of conveying, in writing, of the same by the other party. If the default

is not cleared in one month, then the other party shall have the right to stop the construction activity of the defaulting party. If the defaulting party does not remove the default even after stoppage of construction for three months, then the other party will not provide any common facilities to the defaulting party & then the defaulting Party will create & develop their services separately. . The events of the defaults are as follows:

- Non-payment of installments of EDC and IDC on time to DGTCP as per the **Annexure- II**
- Violation of the terms and conditions of the license, zoning plan, building plans, etc.
- Construction of extra FAR or extra number of dwelling units beyond that specified in this agreement.
- Non-observation of proper structural safety and fire safety norms.
- Non-payment on time of proportionate expenses for internal development works, boundary wall, STP, EWS units, electric work, etc. as per the bills raised by the executing agency jointly appointed by the two parties.
- Non-payment of proportionate expenses for obtaining various sanctions as per the terms of this agreement.
- Non-payment of interest @ 18% per annum on delayed payment for obtaining sanctions and other development cost as per the agreed terms of payment.

## 7 ARTICLE 7: REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The First party /Licensee hereby makes the following representations, warranties and covenants to Assignee relying upon which Purchaser has entered into this Agreement.

7.1.1. The First party/Licensee has clear and marketable title to the Total Land (including Part Project) as a whole and has good title, right, full power and absolute authority and capacity under law to enter into this Agreement and complete the transaction contemplate herein.

7.1.2. First party/Licensee is in compliance with the provisions of the License and have not done any act or omission which may amount to or result in breach of any of the terms of the License and the License is valid as on date and subsisting;

7.1.3. First party/Licensee is in peaceful possession and enjoyment of the Total Land (including Part Project Area) and that there are no tenants, occupants, squatters or encroachers of any kind on the License Land.

7.1.4. The Total Land (including Part Project Area) is not covered/affected by any reservation or any government order adversely affecting the land. The Total Land (including Part Project Area) or any part thereof has not been or agreed to be leased or handed over to any government, semi-government, public bodies or third party except as agreed in the terms and conditions of the License and other related Approvals.

7.1.5. First party/Licensee has the power to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations on the Licensee.

7.1.6. The Licensee shall not hereafter enter into any agreement and/or commitment and/or arrangement and/or understanding and/or agreement for the sale, transfer or lease of premises to be constructed on the Part Project Area except as provided in this Agreement. From the Effective Date, the Licensee shall not mortgage or create any charge/Encumbrance on the Part Project Area or any portion thereof in favour of a third party under any circumstances and shall not represent to any person that they have any right to develop the Part Project Area.

7.1.7. First party/Licensee has been regularly paying all taxes including property tax, cesses, registration dues and other outgoings with respect to the Part Project Area till the Effective Date to the concerned authority(ies).

7.1.8. The execution and performance of this Agreement would not conflict with any applicable law as on date hereof or any agreement or document/License to which the Licensee is a Party and would not be against any court order, judgment or decree, applicable to the Licensee. The licensee admits to has executed one JDA with the Assignee on the basis of which the Assignee has undertaken, development / construction of the part project. The present agreement in furtherance of the said JDA.

## 8 ARTICLE 8: OBLIGATIONS OF THE LICENSEE AND Assignee

8.1 In addition to the obligations of the Licensee mentioned elsewhere in this Agreement, the obligations of the Licensee under the terms of this Agreement shall be as under:

8.1.1 First party/Licensee shall, as and when requested by Assignee, sign all the approvals/documents etc. and extend necessary co-operation to the Assignee and shall do all such acts and deeds as may be required for completion of all formalities concerning the construction, development and implementation of the project on the Part Project Area as per applicable laws including without limitation to for modification of any permissions, approvals, building plans, sanctions, certificates with respect to the commencement and completion of

construction and approval of services with regard to the Part Project. However, all deposits, fees, charges and expenses in this regard shall be borne and paid by the Assignee .

8.1.2 That the First party/Licensee e undertakes to furnish/ make available all the original documents pertaining to the Total land and the Part Project Area for inspection as and when demanded by the Assignee .

8.1.3 First party/Licensee will from time to time and on request provide to Assignee all data, documents, information as may be deemed necessary or reasonably required and which is in possession of or available with the Licensee with respect to the Part Project Area.

8.1.4 First party/Licensee shall forthwith furnish to Assignee , any order, circular, notice, notification, directive, etc. which may be served upon or received by them, which is/are issued by any government, semi-government, or public body or authority, or by any court, tribunal, or quasi-judicial body or authority, or by any other person, w.r.t. the License Land or any part thereof.

8.1.5 First party/Licensee shall be liable to issue a NOC in terms of policy dated 18.02.2015 notified by memo no. 2708 dated 18.02.2015 by DGTCP, Haryana for the assignment of rights to Assignee.

8.1.6 First Party and Second Party shall be both liable to comply with terms and conditions notified by DGTCP, Haryana, Chandigarh vide memo No. PF-51A/2015/2708 dated 18.02.2015 or any modifications, new policy etc in such regard. Any and all documentations, applications, NOC, letters etc. in case required to be submitted by licensee or the Assignee shall be complied with as the case may be.

8.1.7 First Party and Second Party both agreed that in case the DGTCP or any other concerned authority requires clearance of any pending dues towards EDC / IDC or any other charge then the First Party/licensee shall be liable to clear such dues to the extent of its share i.e. 64.22% while the remaining outstanding to the extent of 45.45% shall be cleared by the Second Party/Assignee.

8.2 The obligations of the Assignee in relation to the Part Project Area and the project under the terms of this Agreement shall be as under:

8.2.1. The second party/ Assignee shall follow and abide by any rule, statute, guideline, byelaws or any other applicable provision of law. Should Assignee violate any provision of law, rules, regulations, building byelaws, of the terms of License and conditions imposed therein, then Assignee shall be solely responsible and liable for all consequences flowing from such act.

8.2.2. The second party/ Assignee shall be bound to discharge its obligations in accordance with covenants contained in the Agreement.

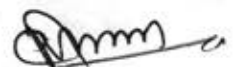
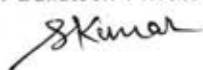
8.2.3. The second party/ Assignee shall be solely liable or responsible to the prospective flat buyers for the performance of any obligation undertaken by Assignee qua its purchase of flats and Licensee shall not be liable to the said Assignee of the flats for any payments made by them to Assignee or for any default on the part of Assignee. That all costs or stamp duty, registration fee and other charges leviable on any documents including conveyance deeds of proportionate undivided interest in land parcels in favour of Assignee and/or its nominees or prospective flat buyers shall be borne and paid by Assignee and for its nominees or and/or its flat buyers, as the case may be.

8.2.4. The second party/ Assignee shall be liable to discharge all liabilities including without limitation E.DC, IIDC including enhanced amount, cost of various Approvals and completion certificate towards the Part Project Area and all such other statutory dues of the department and such related obligation of the Assignee as stated under this Agreement and the Assignee shall duly indemnify and keep harmless the Licensee from any cost expenses, liability, claims, etc. borne by the Licensee due to any acts or omissions of the Assignee .

8.2.5. The Second party/ Assignee shall adhere to the sanctioned building plans or revised building plans. Any deviations, violations, and/or breach of sanctioned building plans by Assignee shall be at their own risks and costs.

8.2.6. The second party/ Assignee hereby indemnifies and agrees to keep Licensee indemnified against any loss or damage or claims of any nature whatsoever which Licensee may suffer as a result of any penalty imposed or action taken by the sanctioning authority on account of the deviations, violations and/or breach by Licensee of the sanctioned building plans any provision of law, rules, regulations, building bye-laws, or the terms of License and conditions imposed therein.

8.2.7. The second party/ Assignee shall abide by the terms and conditions of the License(s) and other related Approvals granted by the Government of Haryana for the setting up of the Residential Group Housing in Part Project Area. In case Assignee commits breach of any of the conditions of the Licenses and other related



Approvals, Assignee shall be liable for all the consequences, losses, damages, and costs that may be caused to Licensee.

8.2.8. The construction and development for making provision for EWS shall be carried out by Assignee as per applicable provisions of the Competent Authorities. Further Assignee shall provide Club, convenient shopping, park and other facilities in the project as per sanctioned plans and prescriptions as per Applicable Law.

8.2.9. It is hereby agreed by the second party/ Assignee that from the date of taking possession by the Assignee / its representatives of the Part Project area ( as stated under this Agreement) the Licensee or to its associates / sister concern companies, employees, representatives etc. shall not be liable or responsible for any loss, costs, damages, claims, liabilities, accident, injury, harm whether resulting in death or otherwise. caused to any Persons including without limitation to employees/workmen/officers/engineers/labour etc employed by the Assignee for development of Residential Group Housing Project and / or to any portion of the property on the Total Saleable Area on the said Part Project Area and also including without limitation to loss of materials/equipments. Assignee agrees and undertakes to keep the Licensee its officers and representatives fully indemnified and harmless with regard to the same.

8.2.10. It is clarified that under no circumstances shall Licensee be deemed to be or considered to the employer or principal employer of any skilled, semi-skilled and unskilled labour / manpower / human resources/workmen including but not limited to the professionals, employed by the Assignee under this Agreement for development of Residential Group Housing Project. Assignee shall solely be responsible and liable for the disbursement, compensation, salaries, wages, charges, fees, statutory dues or any dues, liabilities or claims ( including third party claims) of all the labour / manpower / human resources/workmen etc employed by Assignee . The Assignee shall be liable and responsible to discharge its statutory and other obligations towards the labour / manpower / human resources/workmen employed by it are discharged in a timely manner. In no event shall the Licensee shall be liable or responsible for any liability with respect to the same. Assignee agrees and undertakes to keep the Licensee its officers and representatives fully indemnified and hold harmless with regard to the same.

8.2.11. The responsibility of complying with all statutory regulations and/or any modifications thereof or any other law relating thereto and rules made there under from time to time, with respect to any skilled, semi-skilled and unskilled labour / manpower / human resources/workmen including but not limited to the professionals, employed by the Assignee , shall solely be that of the Assignee .

## 9 ARTICLE 9 ACQUISITION

If the Part Project Area or any part thereof is acquired under any law by any government or other authority, the Licensee shall authorize Assignee to challenge the acquisition and file appeals before the relevant authorities and receive compensation thereof. The Licensee acknowledges that Assignee shall be entitled to receive and retain the entire amount of compensation received in relation to the acquired land without any reference to the Licensee.

## 10 ARTICLE 10 INDEMNITY

10.1 Both the Parties shall keep indemnified and hold harmless the other Party on demand against any losses or liabilities, cost(s) or claim(s) including third-party claims, action(s) or proceeding(s) or claim(s) that may arise on account of:-

10.1.1 Any delay caused at the instance of or attributable to the breaching/defaulting Party;

10.1.2 Any failure on the part of the breaching/defaulting Party to discharge its liabilities and/or obligations under this Agreement;

10.1.3 On account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other Agreements proposed to be executed between the Parties and in particular arising out of a breach of the obligations to the Assignee /tenants and/or lessees.

10.2 Without prejudice to either Party's rights, the breaching/defaulting Party shall keep indemnified and hold harmless the other party against any losses or liabilities, cost(s) or claim(s), action(s) or proceedings(s) or claim(s) that may arise against such other party. Both the parties undertake to indemnify each other for all such losses that may be suffered by the other party on account of non-performance of obligations contained in this contract. Each party to this contract shall be individually bound to ensure that construction raised at the spot is in conformity with sanctioned building plans. In case any deviation from the sanctioned plan occurs during the course of raising the construction, the same shall be liable to rectified by the concerned party. In case any compounding fee is liable to be paid for getting the said construction compounded from the competent authority, in that event the same shall be paid by the concerned party.

For Shivnandan Buildtech Private Limited



Authorised Signatory

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For Cosmos Infra Engineering (India) Pvt. Ltd.



Authorised Signatory

10.3 Notwithstanding anything to the contrary contained in this Agreement, the Assignee shall be solely liable and responsible to discharge all liabilities towards the development of the Part Project Area, payment of proportionate EDC / IDC charges, and adherence to the terms of the Licenses/Approvals & Applicable Laws with respect to the Part Project Area and the Licensee, its officers, group companies, directors, employees etc. shall not be liable or responsible for any such acts or omissions of Assignee or its nominees. Assignee undertakes to indemnify and hold the Licensee safe and harmless with respect to all claims including third-party claims and demands and damages, losses, cost and expenses incurred or sustained by the Licensee due to the aforesaid by reason or cause attributable to Assignee .

#### 11 ARTICLE 11 NOTICES

All the notices required to be given pursuant to this Agreement shall be made in writing and be personally served or deposited or sent by prepaid registered post at following registered address and e-mail id of respective party:

**Licensee Address:**

M/s Shivnandan Buildtech Private Limited,  
4 Battery Lane, Rajpur Road,  
Civil Lines, Delhi – 110054  
Email id: jitender.jain@cosmosinfra.com

**Assignee Address:**

M/s. Cosmos Infra Engineering (India) Pvt. Ltd.  
4 Battery Lane, Rajpur Road, Civil Lines New Delhi,  
Email id: md@cosmosinfra.com

A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 4 (four) days after posting and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post and in case of courier that the letter was addressed and delivered to the courier company at the address referred to above duly supported by Proof of Delivery and in the case of an email upon sufficient proof of delivery of the same to the recipient.

11.2 Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

#### 12 ARTICLE 12 :CONFIDENTIALITY

12.1 This Agreement, its existence and all Confidential Information exchanged between the Parties under this Agreement shall not be disclosed to any Person by either Party without written consent of the other Party.

12.2 Both the Parties shall hold Confidential Information in strictest confidence shall not use or disclose to any Party and shall take all necessary precautions to secure any Confidential Information of either Party.

12.3 Disclosure of such information shall be restricted solely to employees, agents, Consultants and representatives who have been advised of their obligation with respect to Confidential Information.

12.4 The obligations of confidentiality do not extend to information which:

- a) is disclosed to employees, legal advisers, auditors and other consultants of Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- b) is disclosed with the consent of the Party who supplied the information; or
- c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- d) is required to be disclosed pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

#### 13. INCORPORATION OF SPV COMPANY FOR MAINTENANCE WORK OF THE COMPLEX

13.1 (a) That to maintain the entire group housing complex after completion, the maintenance work of the complex will be handled by a SPV company, which company will be incorporated within 6 months from the date of this agreement or latest by June 2017. This SPV, after its incorporation, only will be eligible to collect all the interest free maintenance security (IFMS) deposit from all the flat buyers. This SPV will then award contracts for maintenance of the complex to various vendors, run the club & manage all the activities in the complex.

(b) That the club will be managed by SPV and all profit and loss of club will go to the SPV.

For Shivnandan Buildtech Private Limited

Authorised Signatory

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For Cosmos Infra Engineering (India) Pvt. Ltd.

Authorised Signatory

(c) That this SPV will have share holders & directors as per ratio of share of each assignee in the project & nominees of all the assignees i.e. Cosmos Infra Engineering (India) Pvt. Ltd., Lotus Realtech Pvt. Ltd. & Pareena Infrastructures Pvt. Ltd. will be appointed as directors in the SPV(Special purpose vehicle).

(d) That this SPV will keep all the amount of IFMS in a fixed deposit. That the profit or loss for maintaining the complex will be shared in the ratio of share holding of each assignees every year.

13.2 (a) That all the common services such as fire fighting system, STP, common area development, electric substation, land scaping work etc will be got executed jointly by all the assignees. in this regard Tenders will be prepared by Rajesh Jain Architect & M/s NMP Design(P) ltd & rates from open market will be obtained. The work will be then awarded, after considering the rates given by any assignee through their vendors within a maximum period of 15 days.

(b) The assignees will be liable to pay their share of cost to the contractors appointed as above on raising the bills by them.

13.3 That the assignee will execute a registered special power of attorney in the name of person nominated by the licensee for completing all government formalities.

#### 14 ARTICLE 14: GOVERNING LAW

14.1 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Gurgaon shall have the jurisdiction to preside over disputes arising out of this Agreement.

#### 15 ARTICLE 15: ACKNOWLEDGEMENT

15.1 One Joint Development agreement was executed between the First Party/Licensee and Second Party/Assignee on 22<sup>nd</sup> day of June 2011. On the basis of this agreement the second party/assignee has already made number of sales therefore First Party/Licensee acknowledges the following:-

15.2 The licensee acknowledges that the Assignee has already made sales with regard to the area which had fallen to the share of the Assignee. The said sales had been made on the basis of a Power Attorney duly executed by the licensee. The licensee acknowledges that the said sales have been legally and validly made and that the Assignee is solely entitled to all the benefits from such sales and is also liable towards any liability arising out of such sales. However, it is clarified that the Assignee shall keep licensee indemnified with regard to any claim made or any concern or relation to the sales made by the Second Party/ Assignee.

15.3 That with the allowing of change in beneficial interest by the concern authority, the second party/Assignee shall be entitled to issue Apartment Buyer Agreement and allotment letters under its own name as duly recognized Assignee of development and marketing rights from the licensee. Similarly, any and all monies which are derived from the sales which have been made or which may be made in future by the second party/Assignee shall be used and utilized by the Assignee subject to terms and conditions of the present agreement.

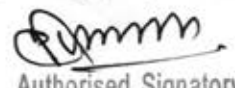
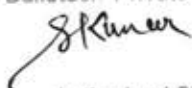
15.4 That if required, the licensee/First Party as well as Second party/Assignee would be liable to appear before any person/ authority or department with reference to the present agreement or development of the said colony.

15.5 That, in case, further parameters are notified by DGTCP to be fulfilled by either the licensee/first party or by the Assignee/second party for change of beneficial interest, the same shall be duly fulfilled as the case may be.

15.6 That the licensee/first party shall also keep the Assignee/second party indemnified with regard to any action or inaction which the licensee/first party takes or not take with reference to the project as well as its share in the project.

#### 16 ARTICLE 16 MISCELLANEOUS

16.1 This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.



16.2. The two Parties have tentatively finalized their 'respective master plans and building plans. The two master plans have been merged. Any major changes in the respective master plans and building plans by any of the Part/ shall be conveyed to the other party.

16.3. If the second party/ Assignee wants to construct any compoundable area, then it has to inform the Licensee in advance in writing.

16.4. The first party Licensee shall lead the construction for all the required EWS units for the Total Project (including the Part FSI Project) as per the DGTCP norms. The Parties shall proportionately provide the funds for construction of EWS flats on actual cost basis and as per the terms of payment of the contractor. The design and cost/tender for construction of the EWS flats shall be finalized by the Licensee in consultation with the Assignee. The Licensee shall transfer the proportionate sale proceeds of the EWS flats to the Assignee immediately on receipt of the same.

16.5. That it has been agreed and understood between the Parties that in case during the course of preparation of layout plans, common basements for the Total Project are to be provided, in that event both Parties undertake to construct basements underneath the respective landholdings falling to their share in terms of this Agreement and to provide connectivity in such a manner that the basements are integrated/connected with each other and can be harmoniously utilised by the Assignee of apartments from both the parties.

16.6. That the parties are aware that the construction of the Total Project has to be commenced and completed in a time bound manner. In case the parties to this contract are unable to complete the construction within the specified period, they shall be liable to pay requisite charges to the concerned department for seeking extension of period of license. However, the same shall be done by the parties only if both parties are unable to complete the construction of their individual projects. In case any of the party to this contract is unable to complete the construction of its project, in that event the defaulting party(s) alone shall be liable to pay all expenses for seeking extension of the period of license. In the event of failure of any party to complete construction activity to the extent of FSI retained by it within the period provided by statutory authorities, such defaulting party shall be liable to indemnify the other party to this contract in so far any penalty is levied by the concerned statutory authorities attributable to delayed completion of the Total Project.

16.7. That the second party/ Assignee shall develop the Part Project area and construct thereon the Part Project in accordance with the approved building plans and as per the design and specifications as approved by the concerned regulatory authorities and in full conformity and compliance with all laws, rules, regulations, licenses and approvals applicable thereto. Both parties shall be bound to indemnify each other for all losses that might be suffered by either of them on account of noncompliance with statutory provisions by any party to this contract.

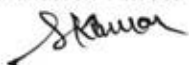
16.8. That in case any of the representations made by the Licensee are found to be incorrect or in case whole or any part of the Part Project is lost or goes out of possession / control of the Assignee due to any concealment or defect in the title of the Licensee; in that event, the Licensee shall be liable and responsible to indemnify / make good the direct loss and direct damages suffered by the Assignee or its nominee(s).

16.9. That all original documents pertaining to the Total Land and the Part Project Area are being held by the Licensee and attested copies thereof shall be handed over to the Assignee.

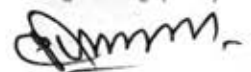
16.10. That the Licensee and the Assignee shall endeavor to provide separate facilities for electricity, water, sewerage, etc. However, in case it is not possible to provide any facility separately and the same has to be provided jointly, in that event, both the Parties shall be bound to furnish proportionate funds for establishment of that facility so as to ensure that the joint facilities are timely provided in the Total Project. If the Assignee does not give its consent for approval of any joint common facility within fifteen days, then the Licensee will go ahead with the finalization of that common facility. The work for establishment of the joint facilities will be carried out by the Licensee or its nominee and the Assignee will be duty bound to pay all these costs and expenses on prorate basis only.

16.11. That the second party/ Assignee shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, Approvals from time to time, from the concerned authorities are made in the name of the Licensee, the same shall be reimbursed to the Assignee provided payment related to the said refunds at the first instance had been made by the Assignee.

16.12. The Club/Community Centre for the Total Project (hereinafter referred to as "the Club") shall be developed, constructed and managed jointly by the Licensee and the Assignee by providing the cost proportionately. The planning and construction of the Club shall be coordinated by the Licensee in consultation



Authorised Signatory



Authorised Signatory

with the Assignee. The Assignee will pay its portion of the cost of construction of the Club to the contractor appointed by the Licensee as per the progress of construction of the Club. The Licensee will finalise the cost/tender for construction of the Club in consultation with the Assignee before making any demand on this account. Thus, the purchasers of apartments from the Assignee shall be entitled to membership of the Club and all benefits relating to the Club as may be availed by purchasers of apartments from the Licensee. The two Parties are free to charge and retain any amount as Club Membership Fee from their respective customers. It is agreed and understood between the parties that the same rights and obligations shall be enjoyed/liable to be discharged by customers of both Parties. After its completion, the Club will be managed by the SPV formed by all the assignees jointly for the maintenance of the complex

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

16.14. That If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision. If the provision so effected is fundamental to the understanding of the parties then the Parties shall mutually decide the future course of action.

16.15. The Parties undertake that they shall maintain strict confidentiality in relation to the contents hereof and any sub sequent agreements, documents /or deeds of any nature entered into between the Parties and will not disclose the same or any portion thereof to third parties except in cases where disclosure has to be made in compliance with any law or Govt. directions or other compelling circumstances beyond control of parties. This confidentiality obligation will survive till the termination or expiry of this Agreement.

16.16. Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of the Party, whether under this Agreement or otherwise.

16.17. Counterparts: This Agreement has been executed in duplicate. One of which is being kept by the first party/ Licensee and the second party by Assignee. Each of the said Agreements shall be treated as original for future reference before any Court or Authority.

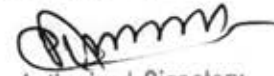
16.18. Variation: No variation of this Agreement (including its Annexure and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

16.19. Assignment: Notwithstanding anything contained to the contrary Assignee shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any affiliate, other entity and/or company for whole or part of the project on such terms and conditions as it may deem fit, after obtaining prior written consent of the Licensee. Further clarified and agreed by Assignee that Assignee shall always, inspite of assignment, if consented by the Licensee, remain liable to the Licensee for it's obligations under this Agreement and that Assignee shall solely be responsible and liable for any breach, act or omission by any Assignee in relation to any obligations, rights and/or liabilities stated under this Agreement. Assignee shall keep Licensee indemnified and hold harmless against any losses or liabilities, cost(s) or claim(s), action(s) or proceedings(s) or claim(s) that may arise against Licensee or any other person on account of assignment of any rights and/or liabilities stated under this Agreement and consented by the Licensee.

16.20. Costs: Each Party will bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.

16.21. Amendment: This agreement may be amended and/or superseded by any agreement executed between the Parties in writing subsequent to this Agreement by mutual consent only.

16.22. Stamp Duty and Other Charges: Stamp duty, registration charges and all other expenses relating to this Agreement, execution of Power of Attorney(s) in favour of Assignee or in favour of any of Assignee's employee(s) and any other documents that may be entered into between the Parties in furtherance of this Agreement, shall be borne by the second party/ Assignee alone.





16.23. Cumulative Remedy: The each right power and remedy provided for herein or now or hereafter existing at law, in equity by statute or otherwise shall be cumulative and the exercise or 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 any or all such other rights, powers or remedies.

17.

IN WITNESS WHEREOF, the parties hereto have signed this agreement at Jhajjar on the dated .....4.11.16..... above written in the presence of witnesses.

Witnesses:

1. Rahul Anurag S/o Navish Sharma  
R/o Gajawali, Muzaffernagar U.P.

For Shivnandan Buildtech Private Limited

Authorized Signatory  
FIRST PARTY

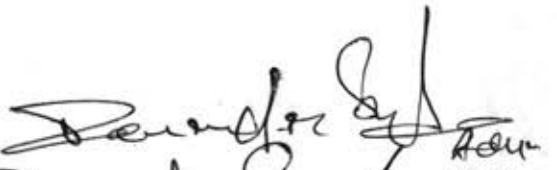
M/s Shivnandan Buildtech Pvt. Ltd. through its Authorized Person Shri Sukesh Kumar S/o Sh. Azad Singh R/o Subhash Nagar, Jhajjar

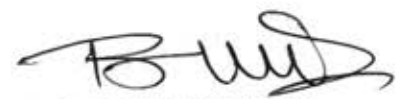
For Cosmos Infra Engineering (India) Pvt. Ltd.

Authorized Person  
SECOND PARTY

2. Ankit Sharma S/o Rajpal Sharma  
R/o Master Colony Meerut U.P.

M/s. Cosmos Infra Engineering (India) Pvt. Ltd. its Authorized Person Sh. Ashok Kumar S/o Shri Rajender Singh R/o Village Kheria, Bhondsi, Gurgaon

3.   
Devender Singh, Advocate

  
BHAVESH YADAV  
Advocate  
DIST. COURT, JHAJJAR



प्रथम पक्ष











द्वितीय पक्ष



गवाह



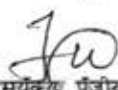
उप / सयुक्त पंचायत अधिकारी

प्रथम पक्ष	सुकेश कुमार		
द्वितीय पक्ष	अशोक कुमार		
गवाह	एवंद सिंह, वकील		
गवाह	सहल अंगरीश		

## प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 70 आज दिनांक 04/11/2016 को बही न: 4 जिल्द न: 31 के पृष्ठ न: 63 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 171 के पृष्ठ सख्या 64 से 88 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं ।

दिनांक 04/11/2016

  
उप / सयुक्त पंचायत अधिकारी  
इंज्जर इंज्जर

Cosmos

Lotus

Pareena

