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उत्तर प्रदेश UTTAR PRADESH

CG 331951

### AGREEMENT

This Agreement (this "Agreement") is executed at Delhi on this 12 day of January 2015 (the "Execution Date");

### BETWEEN

1. **KINDLE DEVELOPERS PRIVATE LIMITED**, a private limited company registered under the Companies Act, 1956 and having its registered office at B-9, Second Floor, Model Town-II Delhi-11009, through its Director Shri Sanjay Nijhawan Son of Shri Davender Kumar Resident of 67, Pushpanjali, Delhi - 110092 duly authorized vide Board Resolution dated 10.01.2015, appended herewith, (hereinafter referred to as "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, and permitted assigns) of the **ONE PART**;

### AND

2. **G.S. BUILDWEL PVT LIMITED**, registered under the companies Act 1956 having its registered office at A-12, SWASTHYA VIHAR, DELHI-110092, through its Director Smt. Anuradha Sethi wife of Shri Gulshan Sethi residence of G-116 Preet Vihar , Delhi - 110092

**KINDLE DEVELOPERS PVT. LTD.**

*Sanjay Nijhawan*

Director

**For G. S. BUILDWEL PVT. LTD.**

*Anuradha Sethi*

Director

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KINDLE DEVELOPMENT LTD

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duly authorized vide Board resolution dated 10.01.2015 appended herewith, hereinafter referred to as "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, nominee(s) and assigns) of the **SECOND PART**.

*[First Party and Second Party are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".]*

**WHEREAS:**

- A. New Okhla Industrial Development Authority (the "**Authority**") allotted to the First Party, a plot admeasuring 1,00,000 Sq. Mtrs., bearing commercial Plot No. SC-01/D, at Sector-79, (sub- divided plot of Sports City Plot No. Sc-01 Sector 79, which is part of the sports city plot No. Sc-01-01 Sector-78 & 79) New Okhla Industrial Development Authority, District Gautam Budh Nagar Uttar Pradesh, vide allotment letter issued by authority.
- B. Pursuant to the aforesaid allotment, a Lease Deed dated 24.10.2010, (the "**Lease Deed**") was executed between the First Party (therein described as "**Lessee**") and Authority (therein described as "**Lessor**"), whereby the Said Land was leased out to the Lessee on leasehold basis for a period of 90 (Ninety) years, commencing from the date of execution of Lease Deed for development of sports city for recreational, commercial and residential purpose including group housing society on the terms and conditions as contained in the said Lease Deed. The said Lease Deed was registered on 24.10.2011, at Serial No.8583, Book No. I, Jild No. 2975 at pages 166 to 215, in the office of Sub-Registrar-II, Noida. Thereafter, the Lessor issued a possession letter in favour of the Lessee dated 31.10.2011.
- C. Subsequently, the Lessor approved the sub-division of Sports City Plot No. SC-01/D Sector-79 measuring 1,00,000 Sq. mt. into 4 parts numbering as SC-01/D1 Sector 79 measuring 40,000 Sq. mt. to be developed by Lessee (the "**Said Land** ") and the remaining part SC-01/D2, Sector 79 measuring 10,000 Sq. mt., SC-01/D3 Sector 79 measuring 25,000 Sq. mt., and SC-01/D4 Sector 79 measuring 25,000 Sq. mt. to be developed by the subsidiaries of the Lessee vide registered correction deed dated 19.10.2012 (the "**Correction Deed**"). The Correction Deed was registered

**KINDLE DEVELOPERS PVT. LTD.**

*Sri Nishu*

Director

**For G. S. BUILDWEL PVT. LTD.**

*A. The*  
Director

on 20.10.2012, at Serial No.5083, Book No. I, Volume No. 3551 at pages 99 to 118, before the office of Sub-Registrar-II, Noida.

- D. The First Party is developing a sports city for recreational, commercial and residential purpose including group housing society (the "Society") on the Said Land the Project known in the name of "LORDS" in terms of the sanctioned building plans approved by the Authority vide layout plan no. IV-1403/669 dated 24.06.2013, which provides for construction of commercial shops on permitted commercial area admeasuring **898.50 Sq. Mtrs** ( and the project is and will be also known and referred to as "LORDS MART". spread over to lower ground floor and upper ground floor apart from construction of residential flats/apartments. For clarity it is referred to that the open land area of 463 sq meter situated in front of the shopping center (Lord Mart) shall be used only by the second party and the first party shall have no right or title or entitlement on the said piece of land.
- E. The Second Party is engaged in the business of developing real estate including commercial projects, which includes, inter-alia, construction, development, operation, marketing, planning, leasing and sales of such projects and has complete knowledge and expertise for the same.
- F. The First Party under the terms and conditions of the present agreement has agreed to execute this Agreement with second party and thereby agreed to grant and assign, developing rights of **FSI 898.50 Sq. Mt.** for development and construction of shops on the permitted commercial area in terms of sanctioned building plans as mentioned above( hereinafter referred to as "sanctioned building plans") out of the total permissible FAR available for development of Society, (the "Said FSI") on the identified area demarcated with '**red**' in the layout attached plan (the "Said Shops") at specified location demarcated with 'green' in the layout plan (the "Said Plot Location"), annexed herewith as "Annexure A".
- G. After several deliberations and negotiations held between Parties, the Second Party has agreed to acquire exclusive rights of development and construction in respect of the Said Shops at the Said Location, as aforesaid, and as such, the Parties, having reached an agreement, are desirous of recording their understanding on the mutually agreed terms and conditions, as set forth hereunder:

**KINDLE DEVELOPERS PVT. LTD.**



**Director**

**For G. S. BUILDWEL PVT. LTD.**



**Director**

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement the Parties hereby agree as follows:

**ARTICLE1**  
**DEFINITIONS AND INTERPRETATION**

**(i) DEFINITIONS**

In this Agreement, including the recitals above, annexure and schedules attached hereto, except where the context requires otherwise, the following words and expressions shall have the meaning set-out hereunder:

- (a) **"Development"** shall mean and include the constructions of the Said Shops, including support infrastructure facilities, utilities and services as detailed out in Schedule-I in accordance with sanctioned building plan/layout plan;
- (b) **"Said Shops"** means the development and construction of commercial shops on the identified buildings in the upcoming Group Housing Project being named and styled as **"LORDS"** demarcated with 'red' in the lay out plan on the Said FSI relating to Commercial shops,( which is and will be also referred to as **"LORDS MART"** , identified by the map as attached with this agreement) which *inter alia* shall include construction of Units for independent use along with support infrastructure as detailed out in schedule-I in accordance with the sanctioned building plans/layout plans and to be named as may be considered by the Second Party, which shall always remain part of the Said Society; The said project will be referred to as
- (c) **"Said FSI"** shall have the mean FSI of 898.50 sq. mt available as per approved building sanctioned plan for development and construction of commercial shops and more fully shown in the layout annexed hereto;

**(ii) INTERPRETATION**

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

Unless the context of the Agreement otherwise requires:

- (a) Documents executed pursuant to this Agreement shall form part of this Agreement;

## **ARTICLE 2**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement envisages development and construction of "Said Shops" including the development of entire "Said FSI" into Saleable Area, its marketing, booking, allotment as conceived by the Parties hereto to the Prospective Buyer(s), and/ or for use of the second party itself in accordance with the approvals, no objection certificates and sanction of Layout plan/Building Plan obtained/to be obtained as per Applicable Laws.

## **ARTICLE-3**

### **GRANT OF DEVELOPMENT RIGHTS**

- (i) The First Party does hereby grants and assigns unto the Second Party exclusive rights of development and construction of "Said Shops" using entire "Said FSI" in accordance with the approved building plans/layout plans or modified as per applicable Laws within the "said FSI", being part of the Society and to be developed and constructed on the "Said Land". It is specifically agreed between the Parties that the Second Party shall have the exclusive rights to develop, construct, promote, market, book/allot and sell and /or use the Said FSI in the Said Shops in accordance with the terms of this Agreement. That the first party has physically earmarked the "said FSI" and handed over the complete and full possession of the "said FSI" to the second party.
- (ii) The Second Party or its agents, Contractor, representatives, etc. shall have the exclusive right to enter upon "Said FSI" and be absolutely seized and possessed thereof for all times to come for executing, implementing, developing and selling the "Said FSI" in accordance with the terms of this Agreement. Accordingly, the First Party has permitted the Second Party to occupy the "Said FSI" to carry out the objectives of this Agreement. The First Party shall ensure that no hindrance or obstruction is caused to the Second Party in carrying out its obligations as stipulated herein.
- (iii) The Second Party shall develop, design, construct and complete the Said Shops at its own costs, risks and expenses, which *inter alia* shall include

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Director

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Director

the following benefits, privileges, authorizations and entitlements, to be exercised in accordance with the Applicable Laws:

- (a) to develop, design, engineer, and construct the "Said Shops" along with all infrastructure services, etc. in conformity with the Sanctioned Plans and Applicable Laws;
- (b) to complete the development of the Said Shops as per the building plans; proper and appropriate for constructions as per the Architects design as handed over to the second party by the first party;
- (c) to promote, advertise and market the Said FSI in the Said Shops;
- (d) to dispose of/book/allot and/or itself use the Saleable Area in the Said FSI, and to receive consideration money/ selling money for the "said shops" from prospective or actual buyers for the said shops that would be available upon construction in the Said FSI, without requiring any consent from the First Party whatsoever; and
- (e) to enter into any agreements /contracts /memorandum /arrangement of any nature for allotment / transfer of Saleable Area relating to Said FSI in the Said Shops with the Prospective Buyer(s).

#### **ARTICLE 4** **CONSIDERATION**

- (i) The consideration had already been paid to the first party as agreed in full and final i.e. Rs. two crore INR only( Rs 2,00,00,000/-) vide first RTGS Cheque no 932046 of Rs.-One Crore INR only(Rs 1,00,00,000/-) dated 13.10.2014, UTR NO CORPR92014101305060004 Drawn on Corporation Bank Laxmi Nagar, Delhi and second cheque of Rs One Crore INR only( Rs 1,00,00,000/-) vide RTGS cheque No 014536 dated 13.10.2014 UTR No CORPR92014101305060005 drawn on Corporation Bank Laxmi Nagar Delhi which had duly been received by the first party as one time full and final payment for acquisition of development rights as set in article 3 above. Because of certain financial constrains faced by first party and also because of healthy and friendly relationship between the first party and

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**Director**

**FOR G. S. BUILDWEL PVT. LTD.**



**Director**

second party and the directors and promoters of second party the parties specifically agreed that the second party will bear the cost of construction of the said FSI/ said shops on the said land as well as all expenditures/ costs incurred in consequence of the constructions e.g. cess, tax, etc under any law in force.( hereinafter to be referred to as "Development cost")

- (ii) The first Party shall be liable to pay fee, or other expenses incurred/ accrued under law e.g. completion fee, outstanding amount if any to authority, penalties accrued or levied if any, outstanding or enhanced lease rent to authority, time extension penalty or charges imposed for late or delayed construction, enhanced compensations etc NOC, approvals and permissions etc. from Fire Authorities, Pollution, Environment, Airport Authorities etc.

#### **ARTICLE 5** **FIRST PARTY'S RIGHTS, OBLIGATIONS AND COVENANTS**

- (i) The First Party undertake to complete the development and construction of the "Said Society" excluding the development of "Said FSI" on or before 30 MAY 2017 and also obtain Completion Certificate for the Said Society including the "Said FSI" On or before 30 JUNE 2017.
- (ii) The First Party shall take all necessary steps, and/or pass resolution(s) and any other documents as may be required by the Second Party, from time to time(*if required by the Second Party*), for performance of the rights and duties granted and conferred upon the second party under the present agreement.
- (iii) The First Party shall also endeavor to obtain permissions, no-objections or approvals from all statutory, State or Central Government Authorities, Authority, electricity and water supply undertakings/departments for development of the Said Land, for construction of the buildings and for any other approvals, permissions/sanctions from any other competent authorities/departments in respect thereof.
- (iv) The First Party shall not alienate, encumber or otherwise transfer or deal with the Said FSI and at all times be responsible to keep the title of the

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Director

Said FSI in clear and marketable condition, free from any Encumbrance, lien, charge or mortgage of any kind whatsoever.

- (v) During the currency of this Agreement, if any defect in title of the First Party with respect to the Said FSI is found, the same shall be corrected and made good by the First Party at its own cost and expenses and the Second Party shall always be kept indemnified in regard thereto.
- (vi) All claims, outstanding demands, litigation in respect of the Said FSI pertaining to the period before the Execution Date on account of any cause or causes whatsoever including outstanding(s), claim(s), tax(s), penalty etc. on account of breach of any Applicable Laws or in case any litigation arises relating to any defect in title against the First Party, shall be met/satisfied by the First Party from their own resources and the First Party shall alone be liable. The First Party shall keep the Second Party fully indemnified in this regard.
- (vii) The First Party shall arrange transfer of Saleable Area/Units(s) only of the Said FSI in the Said Shops on sub-lease basis, alongwith proportionate undivided sub-leasehold rights therein, to the Second Party, its assignee(s), or the Prospective Buyer(s) of Saleable Units alongwith rights in all facilities & services to be provided in the Said Shops, as aforesaid, including all easementary rights attached therewith.
- (viii) The First Party shall defend compromise and settle all suits, proceedings and cases, if any and if the case may be, that may be initiated by any third party or Government agency with regard to the title of the "Said FSI" and/or permissions and sanctions granted in connection with the Said Shops.
- (ix) The First Party shall pay the installments in respect of the Said Land, as are mentioned in the Lease Deed. Any delay in making payments of such installments shall attract penal interests.
- (x) The First Party shall not dispossess the Second Party from the Said FSI and land underneath alongwith right of access to said FSI in any circumstances.
- (xi) The First Party undertakes not to commit any act which is detrimental to the interest of the Second Party under this Agreement;

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Director

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Director

**ARTICLE 6**  
**SECOND PARTY'S RIGHTS, OBLIGATIONS AND COVENANTS**

- (i) The Second Party shall have the right to appoint, employ and engage Contractors, architects, professionals, agents, etc. for undertaking and implementing the Development and construction of the Said Shops and/or enter into suitable agreements with Contractors in this regard.
- (ii) The Second Party, in its sole discretion, is entitled to book, allot or enter into any arrangement for sale of the Saleable Unit(s), in Said FSI in the Said Shops and to receive the booking amounts, installments or other considerations/charges payable by the Prospective Buyer(s). Further, the Second Party shall ensure that all bookings, allotment or any other arrangement entered for allotment/sale of the Saleable Area/Unit(s), in the Said FSI in the Said Shops should be in compliance of all the bye-laws, rules and regulations as may be notified by the Authority or under any other laws.
- (iii) The Second Party shall exclusively be entitled in its sole discretion to establish terms of allotment for sale of the Saleable Area/Unit(s) only of the Said FSI to be constructed in the Said Shops and to enter into any Agreement to Sell/Buyer's Agreements or any other such agreement, understanding etc. (herein "Buyer's Agreement") with prospective buyer(s) for sale/transfer of the same together with the proportionate interest and undivided share in the Said FSI underneath the Said Shops. The First Party shall always be deemed to have confirmed every Buyer's Agreement executed by the Second Party pursuant to this Agreement, for the sale/ transfer of proportionate interest and undivided leasehold rights only in the Said FSI underneath the Said Shops. However, the First Party agrees and undertakes to sign the Buyer's Agreement or any such agreement, as Confirming Party, to confirm such transaction if the case may be.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY**

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- (i) The First Party is in exclusive, peaceful and undisputed possession of the "Said FSI" and is entitled to deal with the same or any part thereof in any manner whatsoever.
- (ii) It has absolute and clear title to the Said FSI.
- (iii) The Said FSI is leasehold and can be used for development of Commercial Shops.
- (iv) The First Party shall not change its constitution and/or shareholding patterns without the consent, in writing, of the Second Party. The first party shall sign and /or execute all necessary document which may be necessary or required for obtaining the part completion certificate from the appropriate authority particularly for "Said FSI" and "said shops."
- (v) The Said FSI is free from all Encumbrances, such as prior sale, acquisition, charges, gifts, liens, attachments, liabilities, tenancies, unauthorized occupants, claim including any public interest litigation; and there are no attachment, claims, demands, suits, decrees, injunctions orders, notices, petitions, or adjudication orders affecting the Said FSI or any part thereof.

**ARTICLE 8**  
**REPRESENTATIONS AND WARRANTIES OF THE SECOND PARTY**

- (i) It has absolute right, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein and all necessary rights as set out in article 3 above..

**ARTICLE 9**  
**REPRESENTATIONS AND WARRANTIES OF BOTH PARTIES**

The Parties hereby represent and warrant to each other that:

- (i) They have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Agreement and have duly executed and delivered this Agreement;

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

- (ii) No term and/or conditions of the Lease Deed have been breached nor shall any act or omission to act be committed which results in the breach of any of the terms and/or conditions of the Lease Deed.

**ARTICLE 10**  
**TRANSFER OF SAID FSI**

- (i) The First Party agrees and undertakes to arrange transfer of Saleable Area/Units(s) only of "Said FSI" on construction and Development of Said FSI on sub-lease basis, by executing and registering a Tri-partite Agreement in terms of the Lease Deed, in favor of the Second Party and/or its Prospective Buyer(s) of Saleable Area/Units along with the proportionate undivided sub-leasehold rights therein, if required by the Second Party.
- (ii) The First Party irrevocably agrees and undertakes to sign and execute Sub-Lease Deed in favor of the Second Party and/or its assignee(s) including the Prospective Buyer(s) for transfer of Saleable Area/Units only of Said FSI alongwith the proportionate undivided sub-leasehold rights in the land underneath.
- (iii) The Second Party shall be entitled to construct, develop, book, allot, or enter into any arrangement/agreement for sub-lease of the Saleable Area/Units only of Said FSI and to receive the bookings amounts, installments, rents or other considerations/charges payable by the Prospective Buyer(s), sub-lessee(s).

**ARTICLE 11**  
**GENERAL RESPONSIBILITIES& OBLIGATIONS OF THE PARTIES**

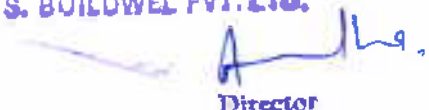
Without in any way detracting from the obligations of the Parties expressly provided in the Agreement, the Parties shall conduct themselves in such a way as

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Director

for G. S. BUILDWEL PVT. LTD.



Director

to co-operate with each other at all point of time for performance of the present agreement and exercise their rights and do everything within their powers, to ensure that the spirit and intent of this Agreement are given full effect to achieve the purposes of the Agreement; and that the Second Party shall be entitled to assign and/or transfer the rights and benefits of this Agreement in favor of any third person(s), in part or in whole, without obtaining a no objection, in writing, from the First Party.

**ARTICLE 12**  
**MAINTENANCE & OTHER CHARGES**

- (i) Second Party shall be responsible to upkeep, operate and manage the common services and facilities provided in the developed Said FSI, as well as area within its boundary, either by itself or through its agency and will be entitled to levy and recover maintenance charges from the occupants of the developed Said FSI. The Parties agree, undertakes and shall be liable to pay the cost of maintenance charges in proportion to their respective FSI area.
- (ii) The First Party shall take all steps to arrange for second party and/or facilitate the second party to arranging single-point electricity connection from concerned authority and shall make sure that second party shall have electricity connection for "said FSI/Said shops". The running cost and user charges will be borne respectively as per/ in proportion of the user and consumption.
- (iii) The First Party shall provide a single-point water connection for the developed Said FSI. The Second Party shall be liable to pay the consumption charges for the said Single-point water connection and may, at its own, shall provide water connection to its Prospective Buyer(s) in the developed "Said FSI" through sub-meter or any other device as it deems fit.
- (iv) The First party assures the Second Party, to provide the space for installation of DG(GENERATOR) for the "said FSI" in the basement of society area and the cost of DG (generator) and installation thereof shall be borne by the second party.

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

**ARTICLE 13**  
**INDEMNITY**

- (i) Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (the "**Indemnified Party**") harmless from and against any and all claims, demands, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, litigation, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("**Damages**"), suffered, paid or incurred by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure/ breach of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the Execution Date, or, (ii) a breach of any Agreement, obligation or covenant by the Indemnifying Party contained in this Agreement, or (iii) arising out of any proceeding / demand made by any person claiming through or under the Indemnifying Party in relation to this Agreement.
- (ii) Both Parties hereby agrees and undertake to save harmless and indemnify and keep indemnified and saved harmless at all times the First Party, from and against any breach or non-observance or non-performance or any law, rules, regulations, directions, orders, directions, notices etc. of any government, local, statutory, Authority and/or other competent authorities, terms of Lease Deed, office-orders, circulars or any other directions issued by Authority from time to time including interpretation thereof and agencies and from or against any claim or demand or any action or proceedings that may be made or taken against the First Party in consequence of any breach of any such rules, laws, regulations etc. and/or from and against all proceedings, costs, charges, damages and expenses in respect thereof.
- (iii) The First Party from the Execution Date, shall not be responsible for any consequences arising out of breach, non-observance or non-performance or any law, rules, regulations, directions, orders, directions, notices etc. of any government, local, statutory, Authority and/or other competent authorities and agencies by the Second Party in relation to the Said Shops or any claim or demand or any action or proceedings that may be made or

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Director

FOR G. S. BUILDWEL PVT. LTD.



Director

taken against them in consequence of any such breach including all costs, charges, damages and expenses arising in respect thereof.

- (iv) The First Party shall in no manner be responsible for the Development, quality of the construction, delay in the Said FSI or any false warranty or representative given by the Second Party in respect thereof including but not limiting to any civil or criminal liability which may arise during and after the construction period relating to construction and Development of the Said FSI. The Second Party shall keep the First Party indemnified at all times against any claims/liability/litigation with regard to the Development, quality of construction, non-provisions of any service or facility, statutory liabilities including but not limited to labor protection laws, which shall be the sole responsibility of the Second Party.
- (v) During the currency of this Agreement, if any defect in title of the First Party with respect to the Said FSI is found, the same shall be corrected and made good by the First Party at its own cost and expenses and the Second Party shall always be kept indemnified in regard thereto.

#### **ARTICLE 14** **DEFAULTS AND REMEDIES**

(i) **First Party Default and Second Party Remedies.**

(a) **Default Defined:**

The following will be considered a default by the First Party:

- i. breach the terms of this Agreement, failure to keep and perform any of its responsibilities, duties, obligations and/or any other terms or conditions of this Agreement to be kept and performed by it, and such failure continues for (30) thirty days (herein "**Cure Period**") after receipt of written notice from the Second Party, or such other time as may be extended by the Second Party.
- ii. Failing to construct and develop the Said Society excluding the Said FSI and obtain completion certificate including for developed Said FSI on or before as mentioned above in relevant clause.

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

the First Party has been in default after written notice and the Cure Period has expired.

(b) Second Party Remedies:

Upon the occurrence of any default by the First Party, the Second Party will call upon the First Party to rectify the defaults within the Cure Period, as may be mentioned in the said notice. Forbearance by the Second Party to enforce any remedy upon any default by the First Party will not constitute a waiver of such default. The failure of the Second Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

(ii) Second Party's Default and First Party Remedies.

(a) Default Defined:

The following will be considered a default by the Second Party:

- i. failure to keep and perform any of its responsibilities, duties, obligations and/or any other terms or conditions of this Agreement to be kept and performed by it, and such failure continues for 60 (Sixty) days (herein "**Cure Period**") after receipt of written notice from the First Party, or such other time as may be extended by the First Party;

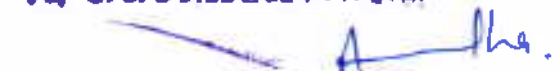
(b) First Party Remedies:

Upon the occurrence of any default by the Second Party, the First Party may elect to either extend the Cure Period for remedying the default or claim for specific performance of the said breach at once. Forbearance by the First Party to enforce any remedy upon any default by the Second Party will not constitute a waiver of such default. The failure of the First Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future unless it is agreed. The remedies set forth in this Article are in addition to and not in limitation of any other rights and

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

remedies of the First Party contained in this Agreement, or at law, or in tort or in equity.

**ARTICLE 15**  
**TERMINATION**

- (a) This Agreement shall not be terminated or revoked by either party unless both parties agree expressly in writing.
- (b) The termination of this Agreement shall not release the Parties from their liabilities which at the time of termination has already accrued or which thereafter may accrue in respect of any act or omission prior to such termination.

**ARTICLE 16**  
**DISPUTE RESOLUTION AND JURISDICTION**

(i) **DISPUTES**

The Parties shall attempt to amicably settle all disputes or difference arising out of this Agreement and the obligations there under (the "Dispute"). Either Party may give written notice of the Dispute to the other Party(ies) within 30 (thirty) days of the occurrence of the event which gives rise to such dispute or such event came to the notice of the concerned party.

(ii) **ARBITRATION**

- (a) If any claim, dispute or differences arising out of, or relating to this Agreement in respect of interpretation of any Clause or otherwise, is not amicably resolved through joint discussions, the same shall be referred to and finally settled by arbitration by the arbitrator(s) to be appointed by both Parties. .
- (b) The arbitration proceedings shall be governed by the provisions of Arbitration & Conciliation Act, 1996 including any statutory modification or amendment thereto. Seat of Arbitration shall be at New Delhi. The decision of the arbitrator(s) shall be final and binding on the Parties.

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Director

For G. S. BUILDWEL PVT. LTD.

  
Director

- (c) The cost of the arbitration shall be shared equally by the Parties.
- (d) During the pendency of any dispute resolution exercise whether by negotiations or arbitration, the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.
- (e) The Parties agree that in case of any dispute/differences arising out of this Agreement, the First Party shall not be entitled to seek possession of the Said FSI and land underneath alongwith right of access to FSI from the Second Party in any circumstances, however subject to compliance of Article 4.
- (f) The Second Party shall not be dispossessed from the Said FSI and the Parties shall fully cooperate to fulfill their obligations under this Agreement till the final adjudication of the rights by the Arbitrator appointed under sub-clause (a).

(iii) **JURISDICTION**

- (a) This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. It is also agreed that the courts in Delhi shall have **exclusive jurisdiction** to decide any dispute in exclusion of any other jurisdiction.
- (b) All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

**ARTICLE 18**  
**OTHER TERMS AND CONDITIONS**

(i) **CONFIDENTIALITY**

Each Party to this Agreement shall, at all times use all reasonable endeavors to keep confidential any information which it may acquire in relation to the other Party and shall not disclose any such information except;

KINDLE DEVELOPERS PVT. LTD.



Director

For G. S. BUILDWEL PVT. LTD.

  
Director

- (a) to a Party's professional advisers where such disclosure is for a purpose related to this Agreement;
- (b) with written consent of the other Party to this Agreement; or
- (c) as may be required by law or governmental or other regulatory body, when the Party concerned shall, if practicable, supply a copy of the required disclosure to the other Party before it is disclosed and incorporate any amendments or additions reasonably requested by other Party.

(ii) **ASSIGNMENTS, WAIVER OF RIGHTS & COMPROMISES**

- (a) This Agreement shall be binding on the Parties and their respective successors and assigns. Second Party shall be entitled to assign any or all of its rights or obligations under this Agreement without prior approval of the First Party.
- (b) No exercise or failure to exercise or delay by a Party in exercising any rights, power or remedy under this Agreement shall constitute a waiver by that Party of any such other right, power or remedy.

(iii) **MODIFICATION/AMENDMENT**

The terms and conditions of the present Agreement can be modified/ altered/amended as mutually agreed upon by the Parties only by written instrument signed by the Parties.

(IV) **NOTICES**

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the Parties may notify each other and shall be effectively served: (i) if delivered personally, upon receipt by the other party; or (ii) if sent by prepaid courier service, airmail or registered mail,

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Director

**PGI G. S. BUILDWEL PVT. LTD.**

  
Director

within five (5) business days of being sent.

(v) **NO PARTNERSHIP**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the parties, and no party shall hold himself out as an agent for the other party, except with the express prior written consent of the other party. The Parties expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership law. The Parties do not intend to be partners one to another, or partners as to any third party, or create any fiduciary relationship among them.

(vi) **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and all correspondences, documents and discussions that were exchanged leading to this Agreement shall stand superseded by this Agreement. Any direct or implied implication or interpretation of such correspondence/documents prior to the date of signing of this Agreement shall not be valid and shall not affect the interpretation of any clause of this Agreement in any manner.

(vii) **INVALID PROVISIONS / SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (c) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

(viii) **BINDING EFFECT**

In pursuance of the due performance of the obligation and Parties hereto

**KINDLE DEVELOPERS PVT. LTD.**



Director

**For G. S. BUILDWEL PVT. LTD.**



Director

duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors-in-interest, administrators, liquidators and assigns. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with the terms hereof. Both the Parties shall be entitled to specifically enforce this Agreement.

(ix) **COUNTERPARTS**

This Agreement or any agreements thereto may be executed in several counterparts all of which shall be considered one and the same transaction and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

(x) **SPECIFIC PERFORMANCE**

In event of breach by either party, the other non-defaulting party shall be entitled to specific performance of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

**SIGNED, EXECUTED & DELIVERED BY:**

**KINDLE DEVELOPERS PVT. LTD.**



Director

**(FIRST PARTY)**

Witnessess No: 1



**(PIYUSH TIWARI)**

**POD & BUILDERS PVT. LTD.**



Director

**(SECOND PARTY)**

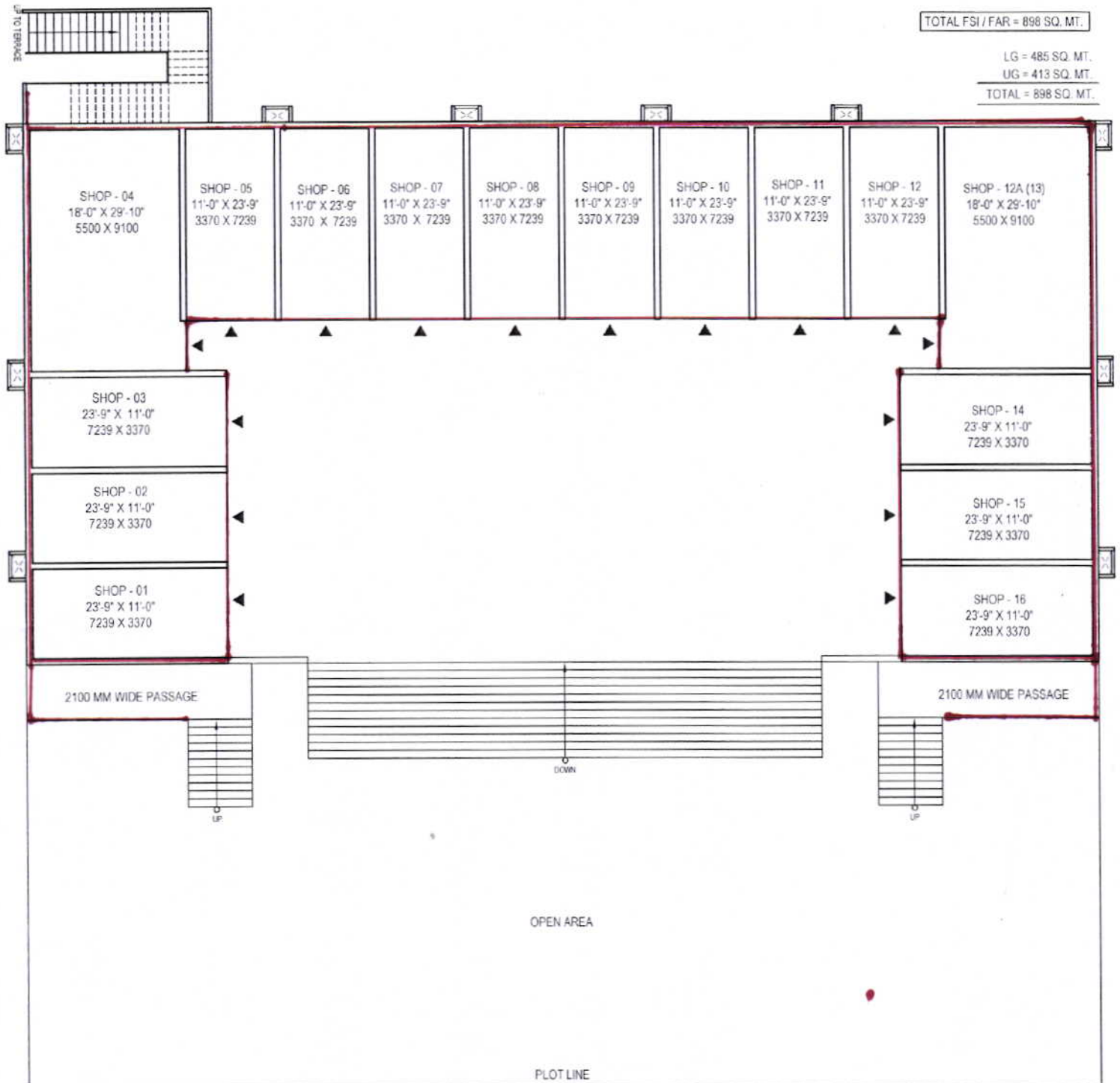
Witnessess No: 2



**(SHIKHA TIWARI)**

# ANNEXURE - A

LOWER GROUND FLOOR LAYOUT PLAN OF LORDS MART AT SPORTS CITY PLOT NO. SC-01/D1, SECTOR 79, NOIDA (U.P.)



KINDLE DEVELOPERS PVT. LTD.

*Sri Nymam*

Director

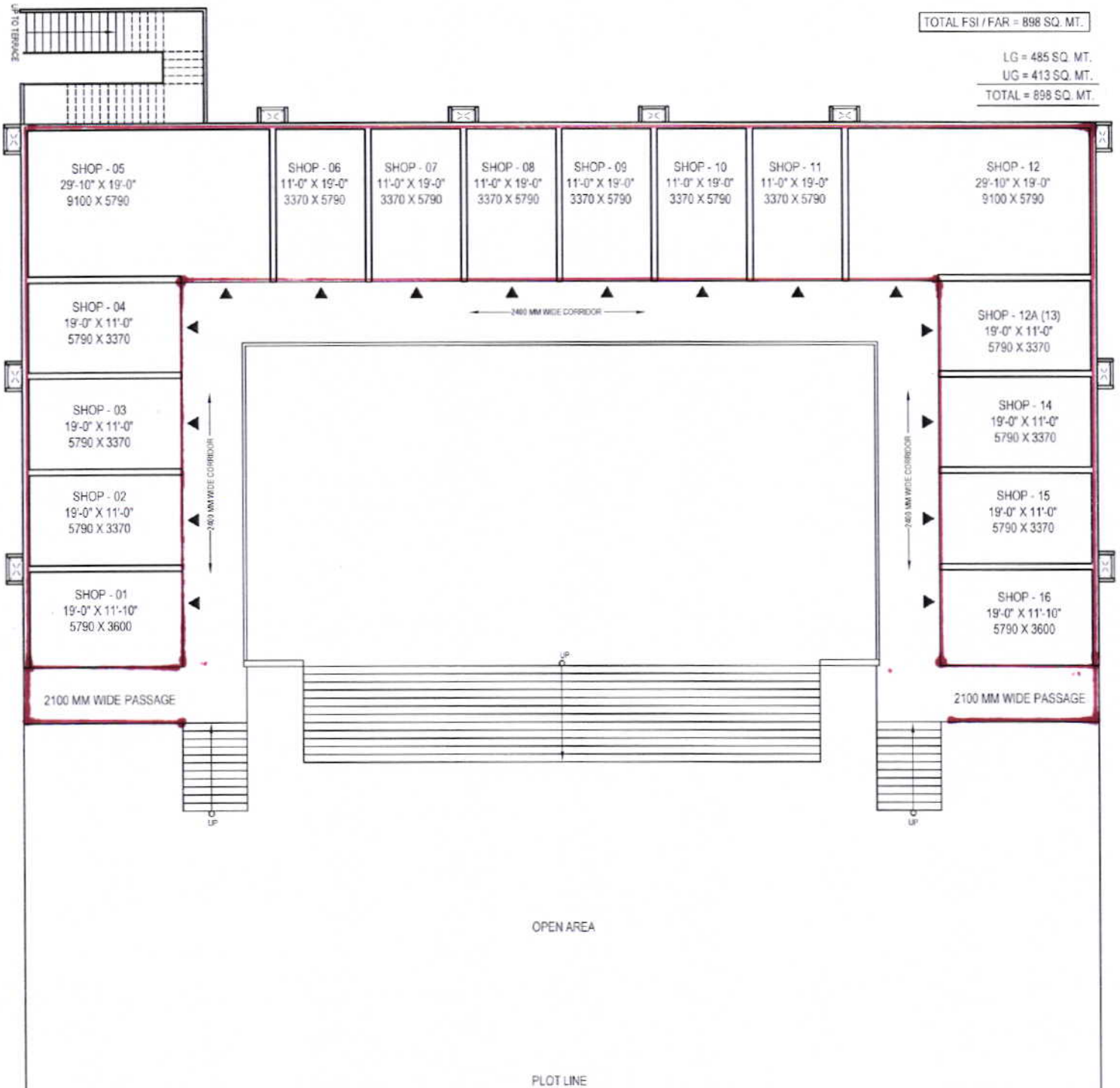
For G. S. BUILDWEL PVT. LTD.

*A. the.*

Director

# ANNEXURE - A

UPPER GROUND FLOOR LAYOUT PLAN OF LORDS MART AT SPORTS CITY PLOT NO. SC-01/D1, SECTOR 79, NOIDA (U.P.)



KINDLE DEVELOPERS PVT. LTD.

*Sri Nayan*  
Director

For G. S. BUILDWEL PVT. LTD.

*A. He.*  
Director

**LORDS MART**  
**SECTOR 79 NOIDA (U.P.)**  
**COMMERCIAL INVENTORY**

| S. No. | Floor        | Shop No. | Size             | Carpet Area |
|--------|--------------|----------|------------------|-------------|
|        |              |          | Feet & Inches    | Sq Ft       |
| 1      | Lower Ground | LG 1     | 23'-09" X 11'-0" | 263         |
| 2      | Lower Ground | LG 2     | 23'-09" X 11'-0" | 263         |
| 3      | Lower Ground | LG 3     | 23'-09" X 11'-0" | 263         |
| 4      | Lower Ground | LG 4     | 29'-10" X 18'-0" | 544         |
| 5      | Lower Ground | LG 5     | 23'-09" X 11'-0" | 263         |
| 6      | Lower Ground | LG 6     | 23'-09" X 11'-0" | 263         |
| 7      | Lower Ground | LG 7     | 23'-09" X 11'-0" | 263         |
| 8      | Lower Ground | LG 8     | 23'-09" X 11'-0" | 263         |
| 9      | Lower Ground | LG 9     | 23'-09" X 11'-0" | 263         |
| 10     | Lower Ground | LG 10    | 23'-09" X 11'-0" | 263         |
| 11     | Lower Ground | LG 11    | 23'-09" X 11'-0" | 263         |
| 12     | Lower Ground | LG 12    | 23'-09" X 11'-0" | 263         |
| 13     | Lower Ground | LG 12 A  | 29'-10" X 18'-0" | 544         |
| 14     | Lower Ground | LG 14    | 23'-09" X 11'-0" | 263         |
| 15     | Lower Ground | LG 15    | 23'-09" X 11'-0" | 263         |
| 16     | Lower Ground | LG 16    | 23'-09" X 11'-0" | 263         |
| 17     | Upper Ground | UG 1     | 19'-0" X 11'-10" | 225         |
| 18     | Upper Ground | UG 2     | 19'-0" X 11'-0"  | 210         |
| 19     | Upper Ground | UG 3     | 19'-0" X 11'-0"  | 210         |
| 20     | Upper Ground | UG 4     | 19'-0" X 11'-0"  | 210         |
| 21     | Upper Ground | UG 5     | 29'-10" X 19'-0" | 553         |
| 22     | Upper Ground | UG 6     | 19'-0" X 11'-0"  | 210         |
| 23     | Upper Ground | UG 7     | 19'-0" X 11'-0"  | 210         |
| 24     | Upper Ground | UG 8     | 19'-0" X 11'-0"  | 210         |
| 25     | Upper Ground | UG 9     | 19'-0" X 11'-0"  | 210         |
| 26     | Upper Ground | UG 10    | 19'-0" X 11'-0"  | 210         |
| 27     | Upper Ground | UG 11    | 19'-0" X 11'-0"  | 210         |
| 28     | Upper Ground | UG 12    | 29'-10" X 19'-0" | 553         |
| 29     | Upper Ground | UG 12 A  | 19'-0" X 11'-0"  | 210         |
| 30     | Upper Ground | UG 14    | 19'-0" X 11'-0"  | 210         |
| 31     | Upper Ground | UG 15    | 19'-0" X 11'-0"  | 210         |
| 32     | Upper Ground | UG 16    | 19'-0" X 11'-10" | 225         |
|        |              |          |                  | <b>8846</b> |

KINDLE DEVELOPERS PVT. LTD.

*Sri Nishant*  
Director

For G. S. BUILDWEL PVT. LTD.

*A. Jha*  
Director