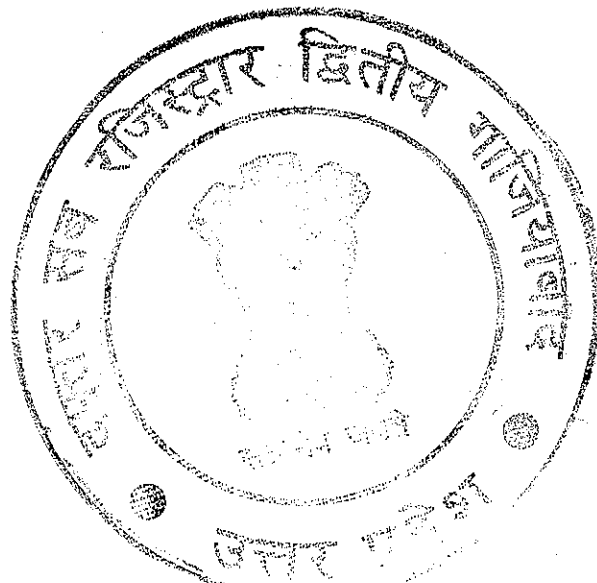




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भारतीय राजस्थान

राजस्थान



## CONSORTIUM AGREEMENT

This Consortium Agreement (“**Agreement**”) is made and executed on this 11<sup>th</sup> day of February, 2026 (“**Execution Date**”) at Ghaziabad, Uttar Pradesh.

### BY AND AMONGST

**Park Town Complex Private Limited (CIN : U45400DL2007PTC163095)**, a company incorporated under the laws of India, having its registered office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092, acting through its Director, Mr. Bir Singh Pundir S/o Late Shri Kundan Singh, duly authorised vide board resolution dated 10.02.2026 (hereinafter referred to as the “**Lead Member**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

### AND

**Rosemont Residences Private Limited (CIN : U68100DL2026PTC461992)**, a company incorporated under the laws of India, having its registered office at 11, First Floor, New Rajdhani Enclave, Vikas Marg, Delhi-110092, acting through its Director, Mr. Shyam Bihari Verma, duly authorised vide board resolution dated 11.02.2026 (hereinafter referred to as the “**RRPL**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

The Lead Member & RRPL are individually referred to as a “**Party**” and collectively referred to as “**Parties**”.

### WHEREAS:

- A. The Lead Member has conceptualized the construction and development of a group housing project (“**GH Project**”) on group housing plot known as **GH-3/2**, admeasuring approx. **26,795.48 Sq. Meters (“GH Land”)** situated in the Integrated Township, “**Parktown**” at Village Shahpur Bamheta & Mehrauli, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002.

For Park Town Complex Private Ltd

Director

LEAD MEMBER

For Rosemont Residences Private Limited

Shyam Bihari Verma  
Authorised Signatory/Director

RRPL



2

श्री. बिर सिंह पण्डिर  
(कोषाध्यक्ष)  
पार्कटाउन कम्प्लेक्स प्राइवेट लि.  
प्लॉट नं. 3/2-1  
पिन कोड - 201002  
फोन नं. 9590732773



आवेदन सं०: 202600739012405

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 95

वर्ष: 2026

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग: 180

श्री रोजमोंट रेजिडेंसेस प्राइवेट लिमिटेड द्वारा  
श्याम बिहारी वर्मा अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री राम चन्द्र वर्मा  
व्यवसाय: अन्य  
निवासी: 11, पहली मंजिल, न्यू राजधनी एन्क्लेव, विकास मार्ग, दिल्ली-110092

Shyam B. Varma



श्री, रोजमोंट रेजिडेंसेस प्राइवेट लिमिटेड द्वारा

श्याम बिहारी वर्मा अधिकृत पदाधिकारी/  
प्रतिनिधि

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निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखेश सिंह  
उप निबंधक - सदर द्वितीय  
गाजियाबाद  
12/02/2026

रश्मि श्रीवास्तव  
निबंधक लिपिक  
12/02/2026

Shyam B. Varma

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Shyam B. Varma



- B. The Lead Member and Other member of the Consortium i.e. RRPL have already purchased/acquired an area of **26,795.48 Sq. Meters (GH Land)**. The details of GH Land area already purchased by the Lead Member and Other Member of Consortium are set forth in **Annexure-A** hereof.
- C. The Parties, pursuant to various discussions and negotiation, have agreed to utilise the expertise of each other for development of the GH Project and have agreed to develop the GH Project in consortium.
- D. Pursuant to discussion and mutual negotiation amongst the Parties, the Parties are interested to form a consortium for construction and development of the GH Project on the GH Land and pursuant to the discussions held between the Parties and relying solely on the representations, warranties, undertakings, indemnities and covenants of each other, the Parties have agreed to form a consortium to undertake the construction, development and marketing of the GH Project.
- E. Pursuant to several discussions and meetings and in accordance with the mutual understanding arrived at between the Parties, the Parties are entering into this Agreement to record the terms and conditions of consortium.

**NOW, THEREFORE, IN CONSIDERATION OF THE AGREEMENTS, PROMISES, RELEASES AND MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND WITH THE INTENT TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AND UNDERTAKE AS FOLLOWS:**

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

**1.1 DEFINITIONS**

“Applicable Laws” shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any

For Park Town Complex Private Ltd

Director

For Rosemont Residences Private Limited

*Signature*  
Authorised Signatory/Director

LEAD MEMBER

RRPL

3

नोनु राम  
(कोबाथ)  
तहसील कम्पारण्ड  
यू०पी०-०३८  
मो० ९९९०७८२७७३





आवेदन सं०: 202600739012405

बही सं०: 4

रजिस्ट्रेशन सं०: 95

वर्ष: 2026

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री पार्क टाउन कॉम्प्लेक्स प्राइवेट लिमिटेड के द्वारा  
बीर सिंह पुंडीर,

PARK TOWN COMPLEX PRIVATE  
LIMITED

पुत्र श्री कुन्दन सिंह

निवासी: 11, न्यू राजधानी एन्क्लेव, विकास मार्ग, दिल्ली-110092

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री रोजमोंट रेजिडेन्सेस प्राइवेट लिमिटेड के द्वारा श्याम  
बिहारी वर्मा,

ROSEMONT RESIDENCES PRIVATE  
LIMITED

पुत्र श्री राम चन्द्र वर्मा

निवासी: 11, पहली मंजिल, न्यू राजधानी एन्क्लेव, विकास मार्ग, दिल्ली-110092

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री अंकुर वर्मा, पुत्र श्री महेश कुमार

निवासी: म0न0- 160, कैलाश नगर, गाजियाबाद।

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री सिद्धार्थ सेजवाल, पुत्र श्री सुरेंद्र सेजवाल

निवासी: 55ए, अधिनी, अरबिदी मार्ग, नई दिल्ली-110017

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निशानानुसार लिए गए हैं।  
टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह  
उप निबंधक : सदर द्वितीय  
गाजियाबाद  
12/02/2026

रश्मि श्रीवास्तव  
निबंधक लिपिक गाजियाबाद  
12/02/2026

similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including but not limited to Real Estate Regulatory Authority (“**RERA Authority**”).

“**Approvals**” means any permission, approval, sanction, clearance, no objection certificates, consent, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, development and marketing of the GH Project and sale of the Saleable Area/units/area comprised therein, contemplated under this Agreement.

“**Governmental Authority**” shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law, and shall include but not be limited to the concerned Municipal Corporation, RERA Authority.

“**RERA**” shall mean the Real Estate (Regulation and Development) Act, 2016 alongwith rules and regulations made thereunder for the State of Uttar Pradesh, as amended from time to time.

“**Representatives**” means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

“**GH Land**” shall have the meaning as provided in Recital A of this Agreement.

“**GH Project**” shall have the meaning as provided in Recital A of this Agreement.

“**Saleable Area**” shall mean and include in relation to the GH Project, area constructed and developed, including but not limited to the apartments, plots, car parkings, commercial area, club and other area and facilities and any and all of the other developed area in the GH Project available for sale.

For Park Town Complex Private Ltd

Director

For Rosemont Residences Private Limited

*Syam Bihari*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



## 1.2 INTERPRETATION

In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa) his/her legal representatives, successors, legal heirs, executors and administrators and any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iii) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (iv) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation"; and
- (v) Reference to a law or to a deed, document or instrument shall be a reference to that law or such deed, document, or instrument as amended, re-enacted, consolidated, supplemented, or replaced.

## ARTICLE 2 EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall come into force with effect from the date of execution hereof.

## ARTICLE 3 FORMATION OF THE CONSORTIUM

- 3.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the construction, development and marketing of the GH Project and sale and transfer of the units/area comprised therein.

For Park Town Complex Private Ltd.

Director

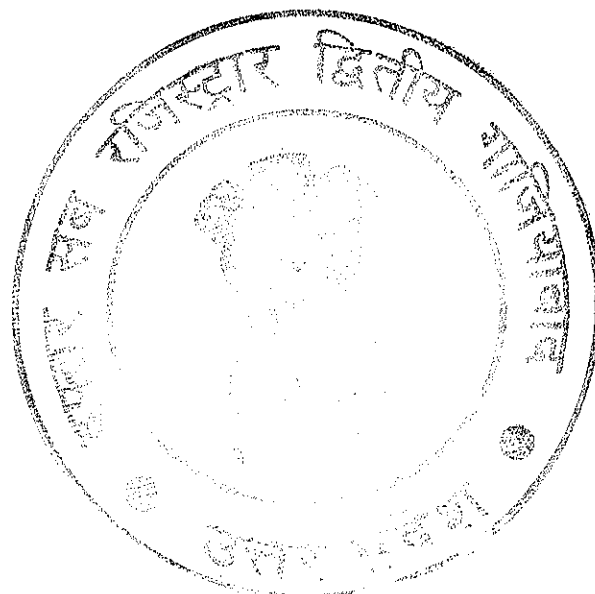
For Rosemont Residences Private Limited

*Shyam Bhatnagar*

Authorised Signatory/Director

RRPL

LEAD MEMBER



उत्तर प्रदेश

सर्व सचिव

रजिस्ट्रार

द्वितीय

माजिस्ट्रेट

3.2 The Parties hereby agree that the Lead Member shall be the lead member of the consortium formed between the Parties.

**ARTICLE 4  
RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 4.1 The Parties hereby agree that the other member of consortium shall provide necessary assistance to the Lead Member for obtaining the Approvals for the construction, development and marketing of the GH Project.
- 4.2 The Lead Member hereby agrees and undertakes that it shall obtain all the Approvals including but not limited to registration under RERA from the Governmental Authorities for the purpose of construction, development, marketing and sale of the GH Project at its own costs and expenses.
- 4.3 The Parties hereby agree that the Lead Member shall be engaged in identifying potential lenders, inviting potential lenders to invest in the GH Project, negotiating the terms and conditions of investment by potential lenders in the GH Project and execution of the documents with such potential lenders.
- 4.4 The other member of consortium shall provide all necessary support to the Lead Member in arranging debt and equity/investment for the GH Project including execution and registration of documents for such funding.
- 4.5 The Lead Member shall be primarily responsible for construction, development and marketing of the GH Project and sale of the areas/units comprised in Lead Member's share at the sole cost and expense of the Lead Member.
- 4.6 The Lead Member shall develop the GH Project, at its own costs and expense, in accordance with the Approvals and compliance of the Applicable Laws in terms hereof.
- 4.7 The Lead Member shall be responsible to get the GH Project registered under RERA and undertake the necessary periodic compliances as is required under the provisions of the same.

For Park Town Complex Private Ltd

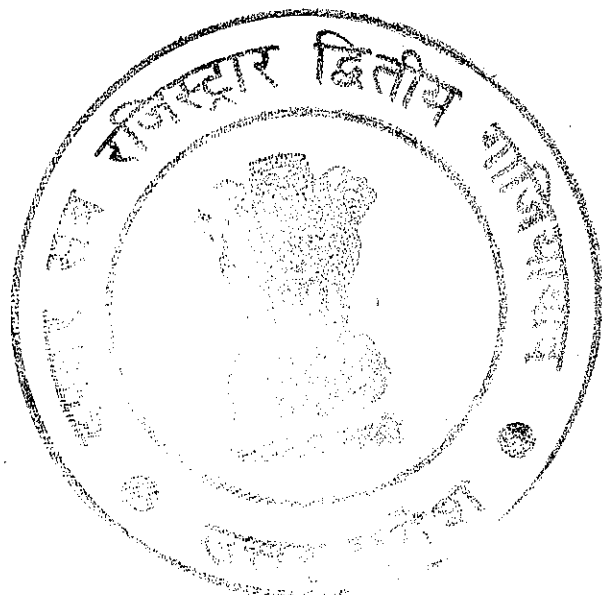
Director

For Rosemont Residences Private Limited

*Shou Ji hu*  
Authorised Signatory/Director

RRPL

LEAD MEMBER



- 4.8 The Lead Member shall formulate the master plan and design of the GH Project as per its sole and absolute discretion and evaluate and shortlist and appoint such third-party consultants and vendors as it may require for the development of the GH Project. The Lead Member shall have the right to conceive the GH Project and device the layout plans, design and arrange preparation of architectural, structural and other drawings from the contractors, architects and other consultants based on the approved sanctioned drawings and shall develop the GH Project. The Lead Member shall deploy resources to run, operate and monitor the development of the GH Project.
- 4.9 The Lead Member shall be exclusively entitled, in its sole discretion, to book, allot, sale of the Lead Member's Share in the GH Project and to enter into agreement for sale with prospective purchasers of the Lead Member's Share in the GH Project for transfer of the same together with proportionate, undivided right, share, interest and title in the GH Land and all costs and expenses in this regard including brokerage shall be solely borne and paid by the Lead Member.
- 4.10 The Lead Member shall also be entitled to execute conveyance/sale deed/transfer deed for transfer of the Lead Member's Share in Saleable Area of the GH Project together with proportionate undivided right, share, interest and title in the GH Land in favour of prospective customers/allottees.
- 4.11 The GH Project shall be branded by the Lead Member with the brand and logo as determined by the Lead Member in its sole and absolute discretion.
- 4.12 All development charges, infrastructure charges, levies, cesses, property taxes, liabilities, etc. with regard to the GH Land/GH Project shall be solely borne and paid by the Lead Member till the completion of the GH Project.
- 4.13 The other member of consortium shall not disturb, prevent or interrupt the construction and development activities carried out by the Lead Member for the development of the GH Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.

For Park Town Complex Private Ltd

Director

For Rosemont Residences Private Limited

*Shau Shaikh*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



- 4.14 All customer related documentation with respect to the entire Saleable Area in relation to the GH Project shall be prepared/drafted by the Lead Member.
- 4.15 Stamp duty and registration charges as applicable on the execution of this Agreement shall be paid and borne by the Lead Member.
- 4.16 The Lead Member shall run, operate and maintain the GH Project either by itself or through third party agencies.
- 4.17 The Lead Member or any agency nominated by the Lead Member shall have the sole right to maintain the completed building(s) of the GH Project and other areas/ facilities as per the provisions of the Applicable Laws.
- 4.18 The Lead Member shall have the right to amend or revise the plans of the GH Project in accordance with the Applicable Laws.
- 4.19 The Lead Member shall collect the entire revenue/sale proceeds received / realized from the Lead Member's Share in the GH Project.
- 4.20 The Lead Member shall open and operate all the bank accounts of the GH Project as per the provisions of RERA.

**ARTICLE 5  
CONTRIBUTION AND AREA SHARING**

- 5.1 The other member of consortium hereby agree and undertake to contribute funds towards the purchase of land and development of the project, as & when required and demanded by the Lead Member ("**Other Member's Amount**") towards their share in the consortium.
- 5.2 The other member of consortium hereby agree and undertake that they shall, as per the instructions of the Lead Member, make payment of the Other Member's Amount to the Lead Member or any third party on behalf of the Lead Member.

For Park Town Complex Private Ltd.

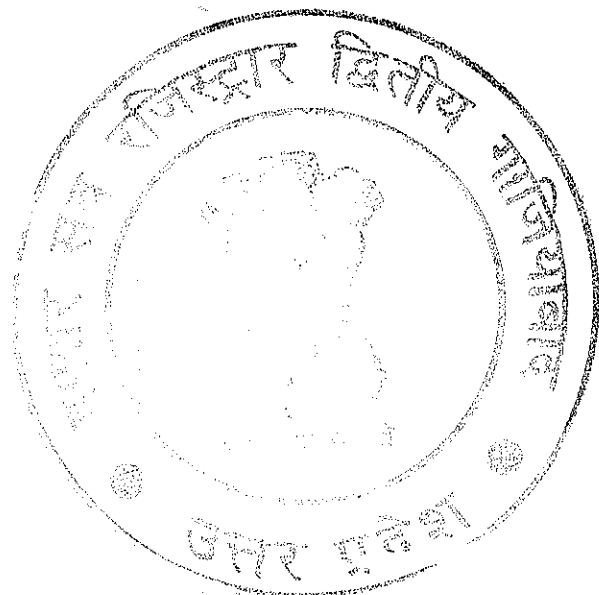
  
Director

For Rosemont Residences Private Limited

  
Authorised Signatory/Director

LEAD MEMBER

RRPL



- 5.3 The Parties hereby agree and acknowledge that in lieu of the contribution made/to be made by the Lead Member and other member of consortium towards the GH Project, they will decide their respective share in the consortium :
- (i) The Share of Other Member i.e. Rosemont Residences Private Limited shall always be referred to as **“RRPL’s Share”** or Other member’s Share.
  - (ii) The Share of Lead Member shall always be referred to as **“Lead Member’s Share”**.
- 5.4 The Parties hereby agree that the Lead Member shall demarcate the area share of each Party in equitable manner considering the preferential location, visibility, matrix etc.
- 5.5 The Parties hereby agree and acknowledge that the allotment of area share of each Party shall be carried out by the Lead Member within a period 30 (thirty) days from the date of receipt of registration of the GH Project under RERA.
- 5.6 Pursuant to allotment by the Lead Member, each Party shall be entitled to allot, sell and transfer its respective area in the Saleable Area of the GH Project to third parties and they will also be authorised to execute Agreement for Sale and Sale Deed and all other relevant documents for sale of the area towards their respective share in the Group Housing Project to third parties and each party will collect their revenues/sale proceeds from third parties, which are generated by selling their own share. For this purpose, the Lead Member and RRPL mutually authorise each other to allot and sell their own respective share in the GH Project to any third party and collect/allocate revenues/sale proceeds generated therefrom.
- 5.7 The Lead Member and RRPL may mutually execute power of attorney/relevant resolutions in favour of other party as and when the need arises in respect of selling their respective shares and collecting/allocating revenues/sale proceeds, as & when required by Lead Member and/or RRPL in respect of saleable area of Group Housing Project.
- 5.8 Notwithstanding anything contained in this agreement, all the parties do hereby mutually authorise each other for mutually devising any other manner whereby all/any of the members will be entitled to allot/sell/transfer the properties/areas situated in the project,

For Park Town Complex Private Ltd

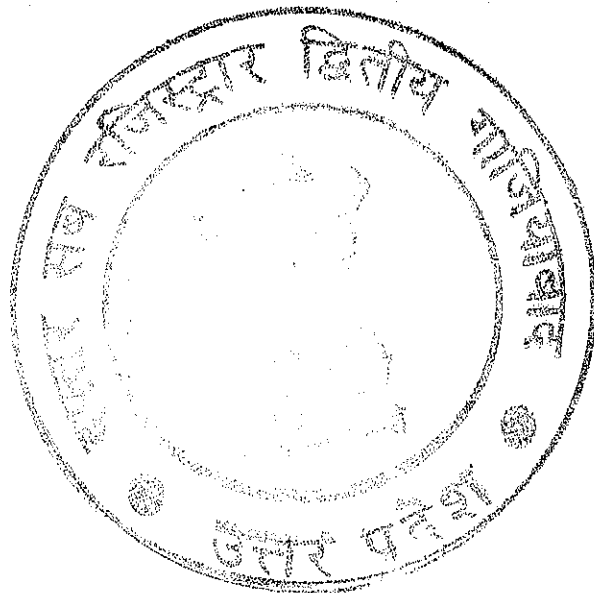
Director

For Rosemont Residences Private Limited

*Shyam Bhat*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



execute allotment/sale/transfer documents, handover possession of the properties, and collect/allocate respective revenues/sale proceeds generated therefrom either towards the share of any particular party to this agreement or the project as a whole.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

- 6.1 Each Party hereby represents and warrants to the other Party as follows:
- 6.1.1 Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.
  - 6.1.2 This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against them, in accordance with its respective terms.
  - 6.1.3 Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
  - 6.1.4 Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective successors, agents, Representatives, officers, employees or advisers.
  - 6.1.5 Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by the applicable laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
  - 6.1.6 All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that

**For Park Town Complex Private Ltd.**

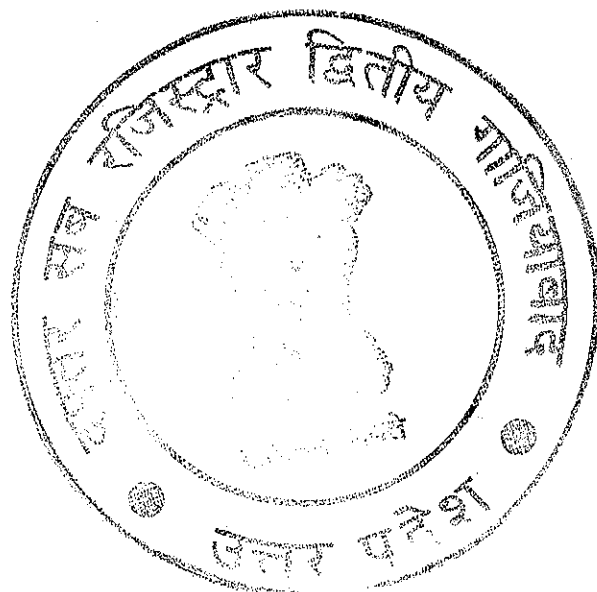
  
Director

For Rosemont Residences Private Limited

  
Authorised Signatory/Director

LEAD MEMBER

RRPL



have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into this Agreement.

**ARTICLE 7  
TERMINATION**

This Agreement shall be terminated only with mutual consent of the Parties in writing.

**ARTICLE 8  
PARTNERSHIP**

The Parties have entered into this Agreement on principal-to-principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

**ARTICLE 9  
SEVERABILITY**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

**ARTICLE 10  
WAIVER**

For Park Town Complex Private Ltd

Director

For Rosemont Residences Private Limited

*Shah Bihau*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

**ARTICLE 11  
NOTICE**

Any notice or other communication provided for in this Agreement shall be in writing in the English Language and shall be delivered by e-mail (and may be followed by delivery through certified registered post) at the address mentioned below.

**If to the Lead Member:**

Attention : Mr. Bir Singh Pundir  
Address : 11, New Rajdhani Enclave, Vikas Marg,  
Delhi – 110092  
Email : mail@agarwalassociatesgroup.com  
Contact No. : 9310302222

**If to RRPL/Other Member :**

Attention : Mr. Shyam Bihari Verma  
Address : 10, New Rajdhani Enclave, Vikas Marg,  
Delhi – 110092  
Email : ade.tata07@gmail.com  
Contact No. : 9810302222

**ARTICLE 12  
ASSIGNMENT**

No Party shall be entitled to assign its rights and obligations under this Agreement to any person/entity without prior written consent of the other Party.

**ARTICLE 13  
DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION**

13.1 **Amicable Settlement:** In case of any dispute, controversy or claim arising out of, or in connection with the existence, validity, interpretation, performance of this Agreement

For Park Town Complex Private Ltd.

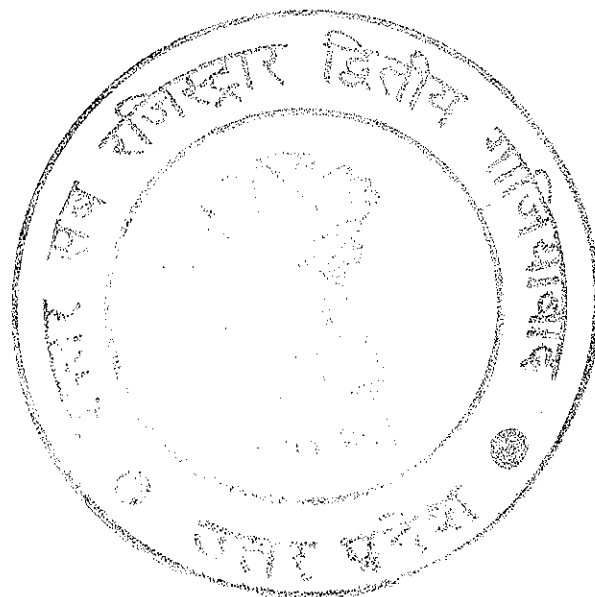
Director

For Rosemont Residences Private Limited

*Shyam Bihari Verma*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



("Dispute"), the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

**13.2 Arbitration:**

13.2.1 Any Dispute which is not resolved amicably shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and rules made thereunder.

13.2.2 The arbitration shall be conducted by a sole arbitrator to be mutually appointed by the Parties.

13.2.3 The language of the arbitration shall be English. The venue and seat of the arbitration shall be Delhi.

13.2.4 The parties irrevocably agree to be bound by the tribunal's findings, including findings of law.

13.3 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Delhi only.

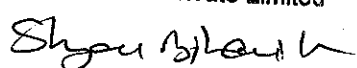
**ARTICLE 14  
INDEMNIFICATION**

14. Each Party hereby agrees and undertakes to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements)

**For Park Town Complex Private Ltd**

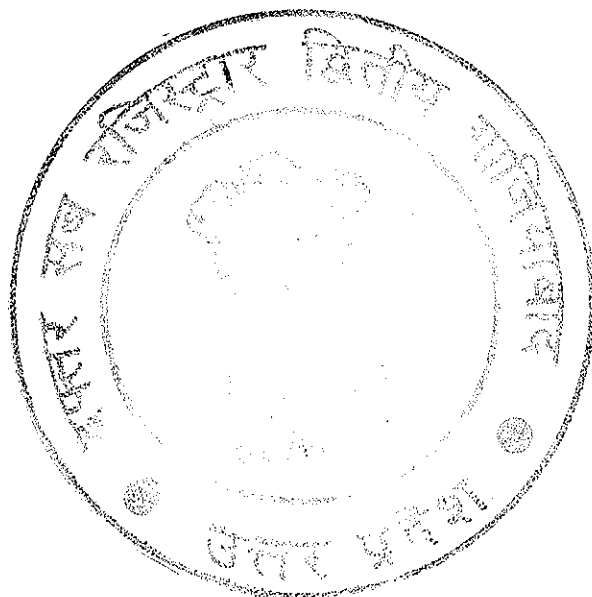
  
Director

**For Rosemont Residences Private Limited**

  
Authorised Signatory/Director

LEAD MEMBER

RRPL



that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the defaulting party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence by the defaulting party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

**ARTICLE 15  
SPECIFIC PERFORMANCE**

This Agreement shall be specifically enforceable in accordance with the terms hereof at the instance of the Parties.

**ARTICLE 16  
AMENDMENT**

This Agreement shall not be subject to any change, modification, amendment, or addition without the express written consent of the Parties.

**ARTICLE 17  
ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior written or oral agreements, arrangement, between the Parties concerning the subject matter of this Agreement.

**ARTICLE 18  
COUNTER PARTS AND FEES**

For Park Town Complex Private Ltd

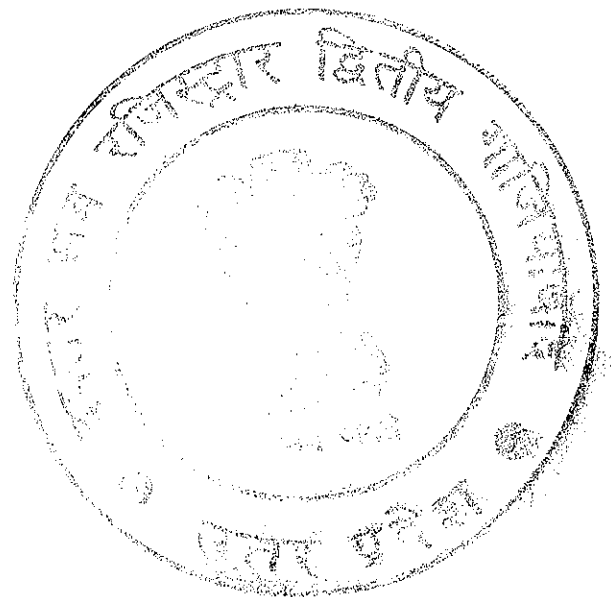
  
Director

For Rosemont Residences Private Limited

  
Authorised Signatory/Director

LEAD MEMBER

RRPL



This Agreement has been executed and signed in one Original Copy. The Lead Member will retain the original registered copy of the agreement and Other Member will retain Certified True Copy of the Original. Each Party shall bear its own costs and expenses including fees and charges of its respective consultants/advisors, related to this Agreement. All stamp duty and registration charges on this Agreement shall be solely borne and paid by the Lead Member.

### **ARTICLE 19 CONFIDENTIALITY**

Each Party shall, at all times, keep confidential and shall not disclose to any third party any information of a confidential nature whether financial, technical or commercial which it may have acquired or obtained or may at any time hereafter acquire or obtain in relation to the other Party and/or the proposed transaction contemplated hereunder and shall not use or disclose such information except when required by law or regulatory or governmental body having jurisdiction over it. For the avoidance of doubt, it is clarified that the terms and conditions of this Agreement and the execution of this Agreement are also confidential in nature.

Each Party may, on a need-to-know basis for the purposes contemplated by this Agreement, disclose confidential information to its directors (which for the avoidance of doubt, includes members of its supervisory board), employees and professional advisors including auditors, bankers and lawyers, provided that, each of these recipients is bound by similar obligations of confidentiality as captured herein.

The confidentiality obligations under this Article shall continue during the term of this Agreement and shall survive the expiry/ termination of this Agreement for a period of one year thereafter.

### **ARTICLE 20 FURTHER ASSURANCES**

Each of the Parties agrees to reasonably perform, or procure the performance of, all further acts and things and deliver, or procure the execution and delivery of such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and give effect to the terms of this Agreement.

**For Park Town Complex Private Ltd.**

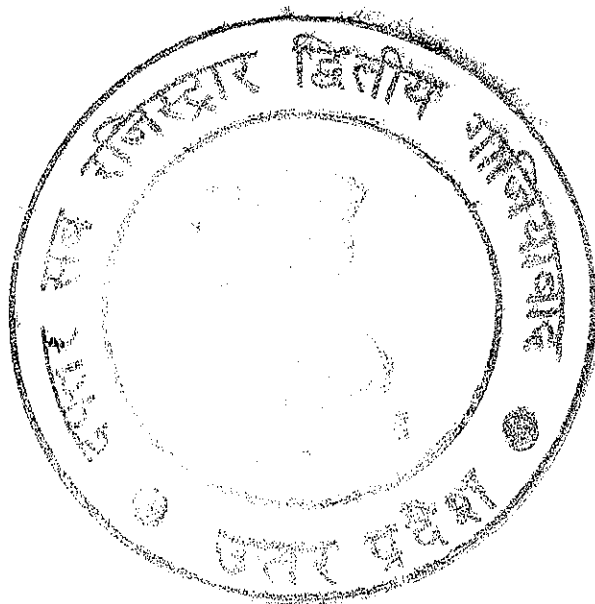
  
**Director**

For Rosemont Residences Private Limited

  
**Authorised Signatory/Director**

LEAD MEMBER

RRPL



## ANNEXURE-A

Sl. No.	Khasra No.	Area (Sq.m.)	Owner's Name
1	1599	582.000	Rosemont Residences Private Limited
2	1631	1806.000	Rosemont Residences Private Limited
3	1632	4250.000	Rosemont Residences Private Limited
4	1633 South	134.000	Rosemont Residences Private Limited
5	1633	1194.000	Park Town Complex Private Limited
6	1634	1770.000	Park Town Complex Private Limited
7	1635	2733.000	Park Town Complex Private Limited
8	1655	291.480	Park Town Complex Private Limited
9	1656	3213.000	Park Town Complex Private Limited
10	1657	2357.000	Park Town Complex Private Limited
11	1658	2965.000	Park Town Complex Private Limited
12	1659	2026.000	Park Town Complex Private Limited
13	1660	917.500	Park Town Complex Private Limited
14	1660	917.500	Rosemont Residences Private Limited
15	1662	1438.000	Park Town Complex Private Limited
16	1663	201.000	Park Town Complex Private Limited
<b>Total</b>		<b>26795.480</b>	

For Park Town Complex Private Ltd.

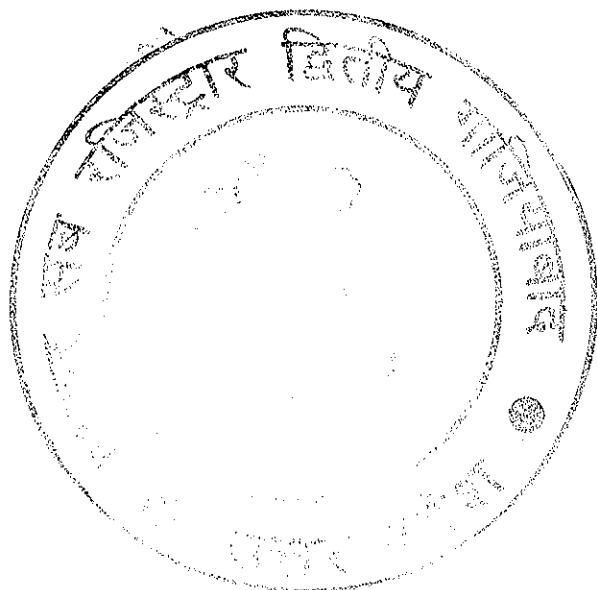
Director

For Rosemont Residences Private Limited

*Shyam Bhatnagar*  
Authorised Signatory/Director

LEAD MEMBER

RRPL



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**IN WITNESS WHEREOF THE PARTIES**

**HERETO HAVE SIGNED THIS AGREEMENT, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.**

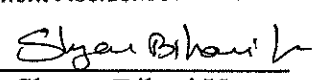
**For and on behalf of  
Park Town Complex Private Limited**

**For and on behalf of  
Rosemont Residences Private Limited**

**For Park Town Complex Private Ltd.**

**For Rosemont Residences Private Limited**

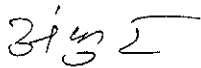
  
Name: Mr. Bir Singh Pundh  
Designation: Director

  
Name: Mr. Shyam Bhatnagar  
Designation: Director

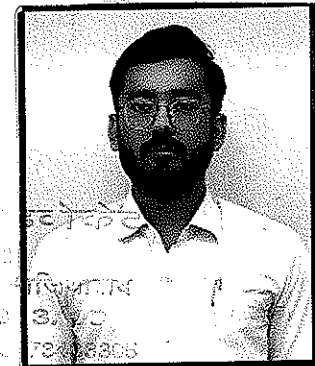
**WITNESSES:**

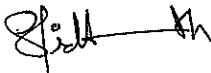
**1. Ankur Verma S/o Mahesh Kumar  
R/o 160, Kailash Nagar, Ghaziabad.**





**2. Sidharth Sejwal S/o Surender Sejwal  
R/o 55A, Adhchini, Aurbindo Marg,  
New Delhi-110017**





**LEAD MEMBER**

मो. शर्मा एडवोकेट  
(कोटाबाद)  
तहसील कल्याण नगर  
पुणे-०३३१३०  
फोन ३३००७३२७३

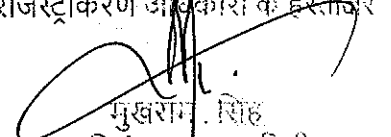
**RRPL**

आवेदन सं०: 202600739012405

बही संख्या 4 जिल्द संख्या 1752 के पृष्ठ 237 से 264 तक क्रमांक 95 पर दिनांक 12/02/2026 को रजिस्ट्रीकृत किया गया।

आवेदन संख्या 202600739012405

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
मुखराम सिंह  
उप निबंधक - सदर द्वितीय  
माजिरीबाद  
12/02/2026

