



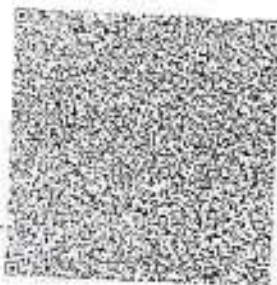
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL53258404699386L
Certificate Issued Date	: 26-Aug-2013 01:23 PM
Account Reference	: IMPACC (IV)/ dl782603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL78260305113320715720L
Purchased by	: NAV GRIH DEVELOPERS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: NAV GRIH DEVELOPERS PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: NAV GRIH DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 100*
	(One Hundred only)



..... Please write or type below this line

Apex Propmart Pvt. Ltd

[Signature]
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For NAV GRIH DEVELOPERS PVT. LTD.

[Signature]
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Important Note

The authenticity of the Stamp Certificate should be verified at www.e-stampsonline.gov.in. Any discrepancy in the details mentioned in the Stamp Certificate should be reported to the concerned authority. The validity of the Stamp Certificate is subject to the terms and conditions of the Stamp Act, 1988. In case of any discrepancy please inform the Competent Authority.



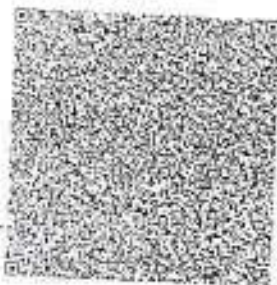
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* The value of checking the legitimacy of the stamp of the certificate.
* In case of any discrepancy please inform the Competent Authority.

AND WHEREAS the Second Party is engaged in the business of promotion, development and construction of real estate and has represented that the Second Party has the required experience and capacity to market various flats proposed to be constructed on the said land.

AND WHEREAS relying on the representations and assurances herein made by the Second Party, the First Party has agreed to join hands with the Second Party for the joint development of Group Housing project on the said land on Joint Venture Basis.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

I. INTERPRETATION CLAUSE:-

Until the context otherwise demands, the following expressions shall have the meanings assigned to them for the purposes of this Joint Venture Agreement:-

a) "PROJECT LAND, OR, THE SAID LAND":-

Land measuring 4 Acres, situated in Village Jatoli, Tehsil Sardhana, District Meerut, Uttar Pradesh, more fully described in Annexure-A and as written at the foot of this Joint Venture Agreement.

b) "PROJECT": Development, construction and marketing of entire FSI that may be finally sanctioned on the said land, which is expected to be around 4,25,000 Sq. Ft. sanctioned for the purpose of Group Housing on the said Project Land;

c) "FLATS FOR ECONOMIC WEAKER SECTIONS": Flats for Economic Weaker Section (EWS) shall mean such flats which are mandatory to be built and sold to the members of the Economically Weaker Section of the society as per any law/rule/regulation applicable to the said project.

c) "COST OF PROJECT": It is the cost incurred on the said Project and is the sum total of cost of construction, renewal fees of licences, cost of marketing, media publicity and other forms of advertising, promotional activities for launching and current development, including publicity and information material like models, audio-visual displays/ films, brochures, pamphlets and forms etc.;

d) "VALUE OF THE PROJECT": Cost of Land + construction Cost of Project + OTHER EXPENSES RELATED TO SALES AND MARKETING.

e) SALEABLE AREA:- The built up FSI Space in the Project for group housing, if saleable, shall constitute saleable area;

2. That the Subject matter of this Joint Venture Agreement between the parties is the Project Land i.e. Entire Freehold Land measuring 4 Acres, situated in Village Jatoli, Tehsil Sardhana, District Meerut, Uttar Pradesh. The scope of the present agreement shall be the joint venture between the parties for the purpose of development/construction and marketing/sale of the real estate project by the second party to be developed on the said land owned by the first party.

3. That the first party has declared and represented to the second party that there are no religious or family disputes or any other encumbrance of any kind what-so-ever relating to the said land and the said property is free from all encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claims and litigations and that the owner/First Party shall keep the title of the said land absolutely free and saleable till the duration

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and full implementation of this agreement in all respects and the developer has entered into this agreement relying/acting upon these declaration and representations/undertaking of the owner/First Party. However the First Party shall always keep harmless and shall fully indemnify the Second Party in case of any loss/damages occasioned to the Second Party due to defect in title of the Owner/First party.

4. Consideration -

- a) That in pursuance of this Joint Venture Agreement, the Second Party has agreed to pay to the First Party a sum of Rs.4,50,00,000 (Rupees Four Crores Fifty Lakhs Only). Out of the said sum Rs.2,50,00,000 (Rupees Two Crores Fifty Lakhs Only) shall be considered as refundable and Rs.2,00,00,000 (Rupees Two Crores Only) shall be considered as non-refundable (hereinafter referred to as 'THE CONSIDERATION') towards acquisition of all rights, interests, share and entitlements in the Second Party's allocation fully defined herein below. The Refundable money shall be refunded to the Second Party by the First party upon completion of the Project. Completion of the project for this purpose shall mean when the flats are ready for offer of possession to the prospective Buyers and the process of mailing the notices to the flat buyers for taking possession of the flats has been initiated.
- b) That out of the above Consideration, the Second Party shall pay a sum of. Rs. 2.0 crores (Rupees Two Crores Only) immediately upon signing of this agreement to the first party
- c) The balance amount of Rs 2.5 (Rupees Two Crores Fifty Lakhs Only) Crores shall be paid by the Second Party to the First Party immediately upon the supply of the duly sanctioned Revised Building Plans and other necessary licenses/permissions/permits, whichever is later.
- d) Time being the essence of this Joint Venture Agreement and in case of failure on the part of the Second Party to strictly adhere to this payment condition, this Joint Venture Agreement shall stand automatically terminated and be deemed null and void ab-initio. The advance money so paid to the First Party shall stand forfeited.
- e) Sanction of the enhanced FSI/FAR by the competent authority, to the extent of approx. 4,25,000 Sq. Ft. for the Land measuring 4 Acres, situated in Village Jatoli, Tehsil Sardhana, District Meerut, Uttar Pradesh, and as described in the plan annexed as Annexure-A, and supply of the duly sanctioned Revised Building Plans for the enhanced FSI/FAR and other necessary licenses/permissions/permits of approx. 4,25,000 Sq. Ft. for the construction of Group Housing Scheme/Project, by the First party to the Second Party, shall be the essence and the precondition of the present Agreement. In case of Breach of this condition the First Party shall immediately refund all the payments received by it from the Second Party with interest calculated @ 18 % (Eighteen Per Cent) per annum.

5. Obtaining Licenses and initiating construction

- a) First Party shall be under obligation to procure and provide such licenses/ permissions/ permits which are required prior to the sanction of the Building Plans including fire, environment, pollution, and airport clearances.
- b) It is specifically agreed that the licenses/permissions/permits which are required after the sanction of the building plans and are necessary for the construction activities shall be procured by the Second Party including the Mining clearance, if required.

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- c) That, as stated above, hereafter it shall be the sole responsibility of the first Party to obtain all necessary / required sanctions, permissions, LICENSE, clearances etc. from the concerned local/municipal/state/central/statutory and private persons/institutions (hereinafter referred to as 'THE SANCTIONS') required for peaceful construction of the Project on the Project Land without any hindrance of any nature and from any side.
- d) Second Party will thereafter, develop, construct and/or build the Project at its cost and expenses. It is clarified that all costs of construction and marketing shall be paid by the Second Party.
- e) That THE FIRST PARTY shall render to the SECOND PARTY all assistance necessary and sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including power of attorney (ies) as the SECOND PARTY may require in its name or in the name of its nominee for the purposes of development/construction/marketing of the project including the submission to the Municipal Committee and /or any other Government or statutory authority to enable them to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the obtaining the building licenses and/or to carry out any modification or amendment therefore for obtaining controlled building material, if any, for providing electric installations, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this agreement and also empowering such attorney (s) related to the scope of the present agreement. The SECOND PARTY shall be entitled to obtain all licenses etc. in its favour as per the requirement of law and statute as the case may be for all/any applicable licenses.
- f) In addition to the other terms of the present agreement the First Party hereby covenants with the Second Party to fully cooperate with the Second Party during the development and marketing of the project and provide its full support towards fulfilment of the formalities as prescribed by the government authorities/departments or by executing the required documents so as to enable the Second Party to perform its agreed duties and provide the agreed services diligently, efficiently and economically in a professional manner and to the best of their abilities and to ensure good performance and results as regards the project.

6. Cost of Construction

That all costs of Project related to construction and marketing shall be paid by the Second Party. The Second Party shall have the plans prepared from the Architect on its own cost. The Second Party shall have the rights of designing the Project in consultation with the First Party. Submission plans for sanction will be prepared within 45 to 60 days from the date of signing of this agreement by second party.

7. Maximum Permissible FAR

The parties shall prepare the plans of the project as per relevant laws, bye-laws and shall obtain maximum permissible FAR for the project.

8. Right to Enter the Project site

- a) That the First Party has (allowed) the Second Party (to enter upon) to Project Land as a (Licensee) to carry out the work of development, construction and marketing. It is further agreed between the parties that the Second Party shall be entitled to selectively further (sub-license) to its vendors, contractors, architects, consultants, employees, labour, supplier, project managers, agents, marketing team, etc. for the purpose of development, construction and marketing of the Projects.

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- b) The Second Party shall also be authorised to construct temporary hutments for the labour and site offices for the purpose of its construction and marketing teams at the site of the project.
- c) It is specifically agreed between the parties that the (license) for development and construction of the said land, granted by the First party to the Second Party, for the purpose of the present agreement shall not be disturbed nor any interference caused by the first party till the project and all of its objects are complete. It is however clarified that the presence of the Second Party to enter upon the project land (as a Licensee) shall not be construed as "transfer of possession" within the meaning of Transfer of Property Act, 1882.
- d) The legal and vacant possession of the project land shall remain with the First Party in all terms and spirit. Provided, that post development of the area the second party shall have the absolute rights including the right of possession over the portion of the developed area falling to its share as per the terms of the present agreement.

9. Project Management –

- a)
- b) Without prejudice to the generality of the above clause it has been agreed that the parties shall:-
 - i. engage and employ the Architect or Architects of repute for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the project;
 - ii. design and market the Project in the name of the Second Party and first party;
- c) That the Second Party shall have the right to outsource the development and/or construction work and therefore, immediately upon obtaining sanctions, the Second Party shall short list the Contractor for civil, electrical, plumbing and other work and shall invite quotations/ float tenders. All such quotations/tenders shall be analyzed by the Second Party and contract will be awarded to the best suitable person.
- d) Notwithstanding anything else contained in the present agreement, the second party shall have the absolute and unfettered right and discretion with respect to the construction and marketing related activities of the project including but not limited to the choice of the vendors, suppliers, architects, consultants, advisors, contractors, sub-contractors, etc. and the related costs. Second party may however inform the First party about such appointments/contracts to the first party, upon request of the first party.
- e) That the project shall be constructed as per the specifications provided in Annexure-C, annexed herewith. In all other cases/areas which are not covered in the said annexure the applicable Indian/local standards shall be taken as the agreed standards, which the Second Party shall duly comply.

10. Project Completion

- a) Subject to the force majeure conditions and other generally accepted exceptions, the development of the project will be completed by the Second Party within a period of 45 (forty five) months or such extended period as must be mutually agreed between the parties, excepting as a result of any order or notification or any action by government or any statutory authority or court's order which prevents the progress of the construction or for any reason beyond the control of the second party and in such case the second party shall be entitled to a reasonable extension of time for completing the said project.

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- b) Since considerable expenditure, efforts and expertise are involved in the development and marketing of the project it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the group housing complex, the first party or its successors/legal heirs will not cancel or back out from this agreement under any circumstances. In such eventuality the Second party, besides its other rights, will be entitled to get the said agreement fulfilled through a suit for specific performance at the cost and risk of the first party.
- c) The period of 45 (forty five) months shall be calculated/counted from and shall start to run from the date of obtaining and supply of the duly sanctioned building plans by the First Party to the Second Party or from the date of actual handover of the site to the Second Party, whichever is later.
- d) It is however agreed by and between the parties that, subject to the abovementioned exceptions, the Second Party shall complete the bare superstructure of the project within first 30 (thirty) months out of the abovementioned period of 45 (forty five) months.

11. **Force Majeure-** Both the parties shall be exempted from the performance of their respective, obligation, covenants and duties under the present agreement in case of any force majeure circumstances (including the act of god and government actions) or for the circumstances which are beyond the reasonable control of the respective parties. During the subsistence of such circumstances the parties shall mutually decide for an amicable resolution and workability of the present agreement.

12. **Project Branding and right to launch the Project-**

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GREENS
That, it is specifically agreed by and between the parties that the project shall be co-branded by both the parties. It is further agreed that, upon execution of the present agreement, the Second Party shall have the right to launch and market the project under the name and style "_____". The parties may however, with mutual consent, adopt such other name for the project as may be mutually agreed.

13. That the portions falling to the share of the parties in the newly constructed project/Complex shall be as under:

- > **FIRST PARTY'S ALLOCATION:** 31% share of the total Area of the Project including basements and terraces, and also 31% share in common areas, facilities and amenities, alongwith 31% undivided, indivisible and impartible ownership rights in the Project Land;
- > **SECOND PARTY'S ALLOCATION** 69% share of the total Area of the Project including basements and terraces, and also 69% share in common areas, facilities and amenities, alongwith 69% undivided, indivisible and impartible ownership rights in the Project Land;

14. That it is a condition of this Joint Venture Agreement that, by way of tripartite agreements, both the parties shall jointly book, allot, agree to sell whole or any part of the proposed built-up

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area to any prospective allottee(s) / intending purchaser(s), through the second party, at a price mutually agreed between the parties in writing (which shall not be less than the average Basic sale Price (BSP) of Rs. 2,750/- (Rupees Two Thousands Seven Hundred and Fifty Only) Per Sq. Ft plus other charges. It is agreed that all such contracts with the prospective purchaser(s)/ allottee(s) shall be executed by the First Party and the Second Party jointly under their own names and signatures. Further, all amounts, part payments, sale proceeds and other revenue generation from the Project shall be equally shared by both the Parties in the ratio 31 : 69. It is however specifically agreed by and between the Parties that, any commission paid towards sale of the flats shall be shared by the parties in the same proportions i.e. 31:69. It is further clarified that before the actual division of the developed area between the parties all the flats booked/allotted/sold/agreed to be sold shall be considered to have been sold by the parties in the same proportion i.e. 31:69. It is further agreed between the parties that if the Flats for economically weaker section of the society (EWS) are required to be constructed under any provision of law, then cost/sale price of the same shall not be considered for the purpose of calculation of the average basic sale price of other flats agreed above. Further to clarify, the revenue generated from the sale of the said EWS flats and the costs involved shall be shared amongst the parties in the agreed ratio i.e. 31:69.

15. Escrow Account-

- a) That the parties hereto for facilitating the terms hereof, shall Open a JOINT ESCROW ACCOUNT with HDFC BANK Branch, _____, (hereinafter referred to as THE ESCROW ACCOUNT). All the monies, amounts, consideration received from the said project and/or the said plot from the prospective applicant(s)/ allottee(s)/ purchaser(s)/ transferee(s) etc. in the form of booking, provisional allotment, allotment, sale, lease, transfer and/or otherwise (hereinafter referred to as 'THE SALE PROCEEDS') shall be received and deposited in THE SAID Escrow Account, to be opened / created in the name of "SIKKA KRISH GREEN", exclusively for the Said project.
- b) It is hereby clarified that, after deducting the payable taxes and brokerage fee/charges, all the balance amounts in the said joint escrow account shall belong to the First Party and the Second Party in the same ratio i.e. 31:69.
- c) Both the parties shall also open individual accounts in their own separate names with the same bank, one each, and the said two accounts shall be connected with the said joint escrow account thereby making the final share of the parties in the generated revenues to be 31% of the First Party and 69% of the Second Party. After deducting the payable taxes and brokerage fee/charges, which shall be paid directly from the said escrow account, strict and irrevocable directions shall be given to the said bank to immediately transfer the funds, collected in the said joint escrow account, to the individual account of the parties in the agreed/adjusted ratio i.e. 31% in the account of first party and 69% in the account of the second party.
- d) That the sale proceeds/instalments/payments towards the booked/allotted/sold/agreed to be sold flats/apartments/other areas shall be collected by the Second Party in behalf of both the parties. That the Second Party shall have no right and authority to deposit the

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sale proceeds in any other account except the abovementioned joint escrow account. After depositing the sale proceeds in Escrow Account, the same shall be reimbursed to the First Party and the Second Party in the ratio of 31:69, AS STATED ABOVE.

16. That in case of any disagreement between the parties, and/or, in case some portions/ spaces/ areas etc. are left unsold within reasonable time after completion of the Project, then the parties hereto shall make actual division of the area allotted to each of the parties in the ratio 31 : 69 and the same shall be finally marked in the plan as per mutual agreement between the parties. In case of failure of the parties to arrive at an agreement in this regard, the parties shall, with mutual consent in writing, appoint an expert to carry out the said division. The decision of such expert shall be final and binding on both the parties.
17. That in case of and after the division of the allocations as mentioned in the preceding para, the First Party and the Second Party shall be fully entitled to sell, transfer, convey and assign their respective allocations/portions to any prospective buyer(s)/ transferee(s) and to receive the sale proceeds in respect thereof, in their respective names and their individual bank accounts, after the completion of the construction, without any objection or hindrance by the other. Both parties shall be obliged to fully cooperate with each other for the purpose of the sale of such divided portions and shall execute all such documents as may be required, appear before the concerned authorities for the purpose of registration and shall do all such acts, deeds and things required to be done for the said purpose.
18. That in case at any later stage additional FAR/ Area/ Benefits are allowed by the concerned authorities, then the same shall be shared and owned (whether built or unbuilt) by the First Party and the Second Party in the ratio 31 : 69. The First Party shall not be entitled to claim any additional amount from the Second Party on account of the aforesaid.
19. All the present and future charges and dues related to the land shall be solely borne and paid by the first party exclusively. It is specifically agreed by and between the parties that all the costs/payments/charges/dues/taxes/cess/penalty/fee related to the land and the costs/payments/charges/dues/taxes/cess/penalty/fee towards the procurement of the necessary/required sanctions, permissions, license, clearances, sanctioned plans, etc., as stated above, from the concerned local/municipal/state/central/statutory and/or private persons/institutions, required for peaceful construction of the project on the project land, shall be solely and exclusively borne and paid by the first party without any liability of any nature, whatsoever, of the second party in these regard.
20. Upon the completion of the project, the First Party shall execute and/or join in the execution of all documents necessary for giving the flat(s) /portion(s)/ unit/ area(s) to the buyers including their undivided share in the land underneath, without asking for any further payment.
21. Liquidated Damages- That, subject to other terms of this agreement, time is the essence of this Agreement and in case the Second Party fails to complete the proposed project within the agreed period of 45 (forty five) months then, subject to the payment of the agreed and pre-estimated liquidated damages, the Second Party shall be allowed a grace period of 12 (twelve) Months over and above the period of the 45 (forty five) months already provided. The agreed and

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pre-estimated liquidated damages payable in this regard shall be to the tune of Rs.5/- (Rupees Five Only) Per month/per sft. payable by the Second Party to the First Party on its 31% share of area. Post this the agreement shall stand automatically terminated and thereafter first party will complete the project at the cost and expenses of the second party. M/s Nav Grih Developers Private Limited (holding company of Sikka Group) will provide a corporate guarantee for the same.

22. That in case there is any accident or claim from anyone including neighbours, on account of the construction of the proposed project, the Second Party shall be solely responsible for the payment of claims under the Workmen Compensation Act or any other Act in force. If the First Party is ordered to attend a court or are requested to be represented by any authority in this connection, the First Party will empower the Second Party or its nominees/ agents to attend the court/ concerned authorities on First Party's behalf and all the expenses in this behalf shall be borne by the Second Party. The first shall however fully cooperate by forthwith providing all required information, documents, authorities, etc. to the second party on a simple request, so as to help/support the second party to successfully contest/defend all such claims. The first party shall also provide similar cooperation and support to the second party if any claim/case is to be filed/lodged/initiated by the second party against any third party including but not limited to the local/municipal/state/central/statutory authority(ies) and/or a private party.
23. That the Second Party undertakes to indemnify and keep indemnified the First Party from and against any and all actions, charges, liens, claims, in the said project arising out of or due to the negligence or non-compliance by the second party of any law, bye-law, rules and regulations of the authorities concerned, and other government or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and /or breach of any of the said laws, bye-laws, rules and regulations, which are applicable to the second party or any accident in or related to the construction of the project.
24. (a) That the Second Party undertakes to keep the First Party harmless and indemnified against all actions of the authorities, government departments for any violation of the approved plans, floor area ratio, as prescribed by such authorities or any under law/rules/ regulation/order in relation to construction of project on the project land and all penalties, fees, charges, if any, levied, imposed by such authority/department shall be borne by the Second Party. Provided that, while undertaking the construction activities of the project, the second party shall solely rely upon the representations and the documents/ sanctions/ licenses/ permissions/ permits etc. provided by the first party to the second party and the liability in case of any wrong information, defect or breach on the part of first party shall completely and exclusively lie with the first party.
- (b) That, in case the said land or any part thereof comprised in and subject matter of this agreement and which is so declared to be belonging to the first party, is lost on account of any defect in the title of the first party or any litigation started by any one claiming through the first party or any one claiming title paramount to the first party or on account of any cause or causes whatsoever including relating to any outstanding (s), claim (s) taxes (s) etc. on the first party, the first party shall be liable for the damages, losses, costs

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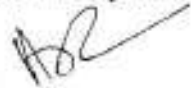
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and expenses sustained by the second party and/or intending buyers of whole or part of the built/un-built areas of the project. The first party expressly agrees to keep the second party and the intending buyers of whole or part of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the second party or the intending buyer(s) may sustain or incur by reason of any cause or causes whatsoever.

- (c) That if there be any claim, demand, tax, litigation or any other order of any nature whatsoever against the first party, then it is a condition of this agreement that the work of development and/or completion of the said project and/or any other matter incidental to this agreement shall not, at any time or during construction or after the completion or on handing over possession to the intending purchaser, be stopped, prevented, obstructed or delayed in any manner whatsoever. It is agreed that all such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied by the first party out of its own funds and without any liability of any nature whatsoever upon of the second party. The first party expressly agrees to keep the second party and the intending buyers of whole or part of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the second party or the intending buyer(s) may sustain or incur by reason of any such cause or causes whatsoever.
- (d) That, if required, First Party shall assist the Second Party to defend and otherwise respond to any proceeding that may be initiated by any person in regard to the said land which may be instituted at any time hereafter before any court or other authority and all costs in regard thereto shall be borne by the first party exclusively.
25. This Joint Venture Agreement shall neither be deemed to constitute a partnership between the parties hereto nor be deemed to constitute anyone as the agent of the other, except to the extent specifically recorded herein.
26. That the First Party and the Second Party shall be responsible and liable in respect of Income Tax and or other statutory liabilities so far as their respective shares of the built or un-built area of the Project. However, the Second Party shall be solely responsible for all Service Tax, VAT or any other tax liability of all nature whatsoever, related to the construction activities.
27. That the Second Party shall carry out the entire internal development works of the entire project such as site development including horticulture, construction of boundary wall, pathways, approaches, laying of internal roads, common area electrification, laying of sewer lines, construction of main gate, guard room, administrative office, maintenance agency office etc.
28. That all revenue Generated from the signage around the project and/or the common areas shall be shared between the First Party and the Second Party in the agreed ratio i.e. 31 : 69. All expenses relating thereto shall also be shared between the parties in the same ratio.
29. Upon the division of the unsold portion of the project, all the expenses for the execution of the Sale Deed/ Conveyance Deed of the Second Party's Portions including the right in the land, such as stamp duty, registration charges etc. shall be borne and paid entirely by the Second Party or its nominees.
30. **Dispute Resolution-** Any difference, dispute, question, claim or controversy, the settlement of which is not herein specifically provided for, shall at any time arise between the parties or in

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E C for Group Housing Project "Sikka Krish Greens" at Vill-Jatoli, Tehsil-Sardhna, Distt-Meerut, U.P. M/s Nav Grih Developers Pvt. Ltd, Regarding.

S.No	Tower		Ground		1 st to 11 th		Total	
			R-FAR/SANC	R-Built up/SANC	R-FAR/SANC	R-Built up/SANC	R-FAR/SANC	R-Built up/SANC
			SQ.MT.	SQ.MT.	SQ.MT.	SQ.MT.	SQ.MT.	SQ.MT.
1	AAMOD	B-01	541.247	560.527	530.791	550.071	6379.958	6611.308
2	DIVJOT	B-02	391.087	410.367	381.145	400.425	4583.690	4815.042
3	DAINIK	B-03	421.702	440.982	411.665	430.945	4950.021	5181.377
4	SATYAM	B-04	350.291	369.571	340.473	359.753	4095.502	4326.854
5	VAIBHAV	B-05	325.849	345.129	316.114	335.394	3803.103	4034.463
6	VILAS	B-06	316.269	335.549	306.582	325.862	3688.667	3920.031
7	NYAAS	B-07	353.961	373.241	344.132	363.412	4139.415	4370.773
8	UNNATI	B-08	550.720	570.000	540.284	559.564	6493.864	6725.204
9	BASEMENT (STILT-1)							11576.280
10	STILT-2							5232.680
11	FIRE ESCAPE							462.720
12	MUMTY							505.000
13	MACHINE ROOM							159.880
	Total						38134.220	57921.612

4. Solid waste generation details:

s. No.	Category	kg per capita per day	Waste generated (kg/day)
1.	General Population	2,550 @ 0.4 kg/day	1,020
2.	Staff (Commercial + Residential)	124 @ 0.25 kg/day	31
3.	Visitors	128 @0.15 kg/day	19.2
4.	Landscape waste (0.65 acre)	@ 0.2 kg/acre/day	0.13
	TOTAL SOLID WASTE GENERATED		1,070.33 = 1,070 kg/day

- The total water requirement is 246 KLD, out of which total domestic water requirement is 225 KLD. The fresh water requirement is 168 KLD (which is 70% of the domestic water demand+ Make up Water for swimming pool). The water supply will be provided through the Municipal Authority.
- It is expected that the project will generate approx 194 KLD of wastewater. The wastewater will be treated in the STP provided within the complex generating 155 KLD of recoverable water from STP which will be recycled within the project but 76 KLD will become surplus during non rainy season and 79 KLD during rainy season.
- 04 nos. of rain water harvesting pits are proposed.
- The power supply shall be supplied by Paschimanchal Vidyut Vitaran Nigam Limited. Total electrical load for the Group Housing Project will be approx. 3210 KVA.
- 02 no. of DG sets of (1 x 1000 KVA, 1 x 500 KVA) capacity each i.e. 1500 KVA for power back up in the Group Housing Project.
- 646 ECS parking is proposed for the project.
- The total population of the project will be 2,802 persons that include staff as well as commercial population.
- The project proposals are covered under category 8 "a" of EIA Notification, 2006, as amended.

Based on the recommendations of the State Level Expert Appraisal Committee Meeting (SEAC) held on 05/10/2016 the State Level Environment Impact Assessment Authority (SEIAA) in its Meeting held on 29/12/2016 decided to grant the Environmental Clearance for proposed project along with subject to the effective implementation of the following general and specific conditions:-



connection with this Agreement (or any other document or agreement executed in furtherance of the present Agreement) the same shall be settled by mutual negotiations and agreement. If, for any reason, such dispute, question, claim or controversy cannot be resolved amicably by the parties within 30 calendar days of such dispute being notified by one party to the other in writing, the same shall be settled by way of arbitration through a sole arbitrator appointed by the mutual consent of the parties to the present Contract. The provisions of Indian Arbitration and Conciliation Act, 1996, or any subsequent enactment or any amendment thereto (Arbitration Act) shall apply to such arbitration proceedings. The arbitrator shall be appointed within 15 (fifteen) days from the date of receipt of notice of initiation of arbitration proceedings from one of the parties. If no consensus is reached between the parties within the time prescribed then the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act i.e. by the Competent Court. The decision of the sole arbitrator, so appointed, shall be final and binding upon the parties. The venue of the Arbitration proceedings shall be Delhi/New Delhi and the language of arbitration proceedings and the award shall be English. Services under this agreement shall, notwithstanding the existence of any such dispute/question or controversy, continue during the arbitration proceedings and no payment due or payable shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings.

31. **Jurisdiction-** SUBJECT TO THE ARBITRATION CLAUSE ABOVE, THE PARTIES TO THE PRESENT AGREEMENT AGREE TO SUBMIT TO AND THE PRESENT AGREEMENT SHALL BE SUBJECT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS AT DELHI/NEW DELHI ONLY.
32. In pursuance of the due performance of the obligations and parties hereto 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, administrators, legal heirs, executors, liquidators and assigns. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
33. If any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to conform to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
34. That, it is specifically agreed by and between the parties that the First Party shall not enter into any agreement or understanding of similar nature with respect to the said land with any other or third party.
35. Both the parties to the present agreement hereby represent and warrant that:-
- (a) The parties are duly organised and validly existing under the laws of India and have power to own its assets, conduct its business as presently conducted and to enter into, and perform its obligations under this Agreement;
 - (b) The parties have done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of this Agreement or for the performance of their respective obligations in terms of and under this Agreement have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;
 - (c) This Agreement has been duly and validly executed by the parties and this Agreement constitutes legal, valid and binding obligations of the parties;

Apex Propmart Pvt. Ltd

Authorised Signatory

For NAV GRH DE

Authorised Signatory

connection with this Agreement (or any other document or agreement executed in furtherance of the present Agreement) the same shall be settled by mutual negotiations and agreement. If, for any reason, such dispute, question, claim or controversy cannot be resolved amicably by the parties within 30 calendar days of such dispute being notified by one party to the other in writing, the same shall be settled by way of arbitration through a sole arbitrator appointed by the mutual consent of the parties to the present Contract. The provisions of Indian Arbitration and Conciliation Act, 1996, or any subsequent enactment or any amendment thereto (Arbitration Act) shall apply to such arbitration proceedings. The arbitrator shall be appointed within 15 (fifteen) days from the date of receipt of notice of initiation of arbitration proceedings from one of the parties. If no consensus is reached between the parties within the time prescribed then the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act i.e. by the Competent Court. The decision of the sole arbitrator, so appointed, shall be final and binding upon the parties. The venue of the Arbitration proceedings shall be Delhi/New Delhi and the language of arbitration proceedings and the award shall be English. Services under this agreement shall, notwithstanding the existence of any such dispute/question or controversy, continue during the arbitration proceedings and no payment due or payable shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings.

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 - (c) This Agreement has been duly and validly executed by the parties and this Agreement constitutes legal, valid and binding obligations of the parties;

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Authorised Signatory

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Authorised Signatory

WITNESSES:

1.

Manjiv Singh

2.

Anand

Date: 26/08/13

Name: MANJIV SINGH

S/D/W of LIBALIT SINGH ANDHORE

R/o V-10/13 DLF Phase III

Gurgaon

Tel No. 9871099990

Date: 26/08/13

Name: Anand Kumar Aggarwal

S/D/W of Shri Tara Chand Aggarwal

R/o 6/84 Sec-2,

Ravender Nagar, Sahibabad

Ghaziabad - U.P.

Tel No. 9810970124

Apex Proptmart Pvt. Ltd.

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Authorized Signatory

For NAV GRIH DEVELOPERS PVT LTD.

Authorized Signatory