

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BN 073161

AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE

This AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE is made and executed at Ghaziabad on this Date May 2013

BETWEEN

M/s. M.R. Proview Real Tech Private Limited, a Company incorporated under the provisions of the companies Act, 1956, and it's registered office at 190, Saini Enclave Vikas Marg Extn., Delhi-110092, represented through its' Authorized Signatory Sh. R.P. Tiwari, duly authorized by Board Resolution dated 15.5.2013, hereinafter referred to as the MRPRPL of the First Part (Which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns.)

AND

R.P. Tiwari

For M/s. M.R. Proview Real Tech Private Limited

M/s. CNM Infratech Pvt. Ltd a company incorporated under the provisions of the companies Act, 1956, and it's registered office at C-158, Sarvodaya Enclave, New Delhi, represented through it's authorized signatory Sh. Subhash Agarwal, duly authorized by Board Resolution dated 15.5.2013, hereinafter referred to as the CNM Infratech Pvt. Ltd of the Second Part (Which expression shall unless repugnant to the meaning or context thereof include his/ her/ their executors, administrators, successors and assigns.)

(The MRPRPL and CNM Infratech Pvt. Ltd collectively referred to as the "Parties" and individually "Party")

WHEREAS the MRPRPL has purchased following total land area measuring 19702.01 Sq. Mtrs:-

- (i) 12542 Sq. Mtrs. Land of Khasra No. 1048 & Khata No. 00390 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad purchased from Sh. Praveen S/o Sh. Stayabir, Sh. Rajendra S/o Sh. Satyabir and Smt. Bala Devi W/o Sh. Satyabir all resident of Village Noor Nagar, Pargana Loni, Tehsil and District Ghaziabad vide registered sale deed numbered as Bahi No. 11.01.2011 Zild No. 4473 Pages from 269 to 1050, at serial No. 248;
- (ii) 4930 Sq. Mtr. Land of Khasra No. 1049 & Khata No. 01003 situated in Village Noor Nagar, Ghaziabad from Sh. Sukvir S/o Sh. Shera resident of Village Noor Nagar, Ghaziabad from Sh. Sukhvir S/o Sh. Shera resident of Village Noor Nagar, Pargana Loni & Tehsil & Distt. Ghaziabad vide registered Sale Deed dated 17-01-2011, being numbers as 375 Pages 205 to 538, Bahi No. 1 Zild No. 4483; and
- (iii) 285 sq. Mtr. Of land of Khasra No. 1059 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad purchased from M/s. Lotus Enterprises a Partnershil firm having it's office at K.I.-3, Kavi Nagar, Ghaziabad vide registered sale deed dated 12.07.2012, being numnered as 8625 pages 399 to 428, Bahi No. 1 Zild No. 6036; and
- (iv) 1945.01 sq. Mtr. Land of Khasra No. 1060 & Khata No. 1059 situated in Village Noor Nagar, Pargana Loni, Tehsil & Distt. Ghaziabad purchased from M/s. R.K. S. Buildcon India Pvt. Ltd. having it's office at 220, Village - Burari, Delhi vide registered sale deed dated 09.07.2012, being numbered as 8463 pages 237 to 334, Bahi No. 1 Zild No. 6025;

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ANDWHEREAS thereafter got the sanction of plans under the name OFFICE CITY 2 from Ghazlabad development Authority (GDA) on the afore said land vide the sanctioned letter dated 13.05.2012 numbered as Drawing No. 472/GMP/GH/12-13.

ANDWHEREAS Out of the above total land the MRPRPL has sold 1412.65 Sq. Mtr. Undivided land with 4502.84 Sq. mtr. Approved/ sanctioned FSI (Block-I) to the CNM Infratech Pvt. Ltd. vide registered sale deed dated 20-5-2013 being numbered as 7526 pages 47 to 266, Bahi Nb. 1, Zild No. 7133 (Hereinafter referred to as the said property) and against the sales consideration received from CNM Infratech Pvt. Ltd, MRPRPL undertakes to provide all common services, facilities, amenities, etc. in consonance with the OFFICER CITY 2 project to the CNM Infratech Pvt. Ltd and it's subsequent transferees, assignees, flat buyers etc. on the following terms and conditions.

NOW, THEREOF, THIS AGREEMENT FOR PROVIDING COMMON INFRASTRUCTURE WITNESSTH AS UNDEER:-

1. That the MRPRPL has agrees to provide all the common services, facilities, amenities etc. linked with the OFFICER CITY 2 project to the CNM Infratech Pvt. Ltd and it's subsequent transferees, assignees, flat buyers etc. In consideration of purchase of said property, site by the CNM Infratech Pvt. Ltd.
2. That the MRPRPL shall have no objection, if CNM Infratech Pvt. Ltd uses the available undivided space/ common areas in the OFFICE CITY 2 for staking of construction materials/ space for labour etc.
3. The MRPRPL shall assist the CNM Infratech Pvt. Ltd in acquiring RMC or any other construction materials from common vendors supplying such materials in OFFICER CITY 1 & 2 to CNM Infratech Pvt. Ltd on direct payment basis. The CNM Infratech Pvt. Ltd shall be entitled to get such materials on the same cost as of MRPRPL.
4. That the MRPRPL shall assist the CNM Infratech Pvt. Ltd for supply of electricity and water for construction purposes on cost basis.
5. That the MRPRPL shall provided the facilities of common entrance and exit way, Club, Swimming pool, Parks, Common roads and other undivided common facilities in the

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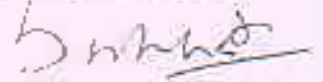
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Group Housing project to the CNM Infratech Pvt. Ltd and it's Allottees, Flat Buyers, Subsequent Transferees etc. on the common terms of maintenance as applicable to all the residents of OFFICER CITY 2.

6. That the MRPRPL shall be bound to provide all common / Infrastructural facilities within OFFICER CITY 2 such as common approach roads, land escaping, sanitary/ sewer line, boundary wall, electricity connection, electricity meter and other common amenities at it's own cost to CNM Infratech Pvt. Ltd and it's Allottees, Flat Buyers, Subsequent Transferees etc.
7. That the MRPRPL shall be bound to complete all common/ infrastructural facilities required within 24 to 30 months from the date of execution of sale deed in case of any delay the MRPRPL shall be liable to pay damages to the CNM Infratech Pvt. Ltd or it's Allottees, Flat Buyers, Subsequent Transferees etc. till the common/ Infrastructural facilities provided to them.
8. That MRPRPL Shall provided the facilities of club to the CNM Infratech Pvt. Ltd flat Buyers, assignees, Subsequent Transferees etc. on chargeable basis. The amount of Rs 50000.0 as Club membership received from the members shall be shared in the ration 25:75 (Rs 12500: RS 37500) in Between MRPRPL (25%) and CNM Infratech Pvt. Ltd (75%)
9. That The MRPRPL shall be bound to provided the facilities of electricity meter, power back up to the CNM Infratech Pvt. Ltd and it's Allottees, flat Buyers, Subsequent Transferees etc of flat on one time chargeable basis the charge received by the CNM Infratech Pvt. Ltd and it's Allottees, flat Buyers, Subsequent Transferees etc as power backup charges @ Rs 20000.0 per KVA, Shall be handed over to MRPRPL. The MRPRPL shall bear the cost of providing electricity connection cable up to one point within the block "I" of CNM Infratech Pvt. Ltd.
10. That common maintenance including security of OFFICER's CITY 2 shall be managed wholly & Fully by the MRPRPL. The entire charges to be received by the occupants/ flat owners of CNM Infratech Pvt. Ltd shall be directly taken in favour of MRPRPL and also all further regular charges of IFMS @ Rs30/sq feet and regular charges of common maintenance shall be paid by occupants/flat owners either directly to the MRPRPL or to any RWA formed by the first party.



For CNM INFRA TECH PVT. LTD.




(5)

11. That it is expressly agreed between the parties that not with standing anything stated herein, CNM Infratech Pvt. Ltd shall be free to sell/ transfer the rights, determine the rate to be charged in respect of units to be constructed by them in respect of their respective FAR, which may include the charges for EDC, IDC, CDC, common area facilities, club membership charges, power back up , PLC and ANY charges from the prospective buyers.
12. That the MRPRPL shall get all kind of on objection certificate from the concerned departments (I.e Fire department, Pollution control Department, Environment Department) and all other costs and charges payable to the Government, Authorities and/ or statutory bodies till the completion of project and thereafter also shall be paid by the MRPRPL. MRPRPL agrees to indemnify and keep the CNM Infratech Pvt. Ltd indemnified against all actions taken, losses or damages suffered or expenses incurred in case the MRPRPL fails to pay these costs and charges to the Government, Authorities, concerned department etc.
13. That the MRPRPL agrees and confirms to the CNM Infratech Pvt. Ltd that all the obligations arising in this agreement with respect to the said OFFICER CITY 2 project and property/ Site shall take sufficient steps to ensure the performance in this regard.
14. That this agreement is final and cannot be amended, modified or changed in any manner whatsoever except by a written instrument duly signed by the authorized persons of both the parties.
15. That in case of any dispute the matter shall be decided by the sole arbitrator appointed by both the parties with mutual consent in terms of the arbitrator and conciliation Act, 1996 and the decision of the sole Arbitrator shall be the final and binding upon both the parties to this Agreement. The venue of arbitration shall be Delhi alone.
16. That the High Court of Allahabad and the courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/ or concerning of this Agreement.



For CNM INFRA TECH INT. LTD.



Director

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IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement with their sound mind, free will and consent without any force or compulsion of any kind from anybody, after fully reading and understanding each and every clause of this document on the day the month and the year mentioned at beginning of this document in the presence of the following witnesses.

1.

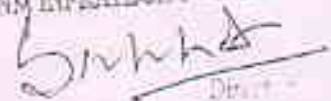
M/s M.R. Provview Realtch Pvt. Ltd.



2.

M/s CNM Infratech Pvt. Ltd.

For CNM INFRA TECH PVT. LTD.


Date: -

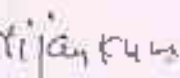
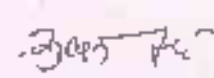
BOARD RESOLUTION

Certificate Copy of an extract from the minute of the meeting of Board of Directors of MR Proview Realtech Pvt. Ltd, duly convened and at which a proper quorum was present, held at Ghaziabad on the 15th Day of May 2013.

The matter relating to sale of certain property in our Officer City -2 Project that is located in Khasra No. 1048 & 1049 at Village Noor Nagar, Paragana Loni, Tehsil & District Ghaziabad was considered. It was observed that M/s CNM Infratech Private Limited, C-158, Ground Floor, Sarvodaya Enclave, New Delhi -110092 to purchase Tower No. 1 land area 1412.65 sq.mtrs along with 48,469 sq.ft approximate approved FAR. The matter was deliberated at length and it was decided to sell the same to them. Shri R.P. Tiwari was authorized to sign and execute all the documents on behalf of the Company relating to the above sale.

"Resolved that Tower No. 1 land area 1412.65 sq.mtrs and approximate 48,469 sq. ft FAR area situated in Officer City -2 project in Khasra No. 1048 & 1049 at Village Noor Nagar Paragana Loni, Tehsil & District Ghaziabad be sold M/s CNM Infratech Private Limited, C-158, Ground Floor, Sarvodaya Enclave, New Delhi -110092 and Shri R.P. Tiwari is hereby authorized to sign and execute all the necessary documents including sale deed & Agreement to provide common Infrastructure relating to the above on behalf of the Company"

Certified True Copy

 
Director Director