



उत्तर प्रदेश UTTAR PRADESH

BA 732125  
14 NOV 2017

This stamp paper forms part of the agreement/Mou already executed

BY & BETWEEN

M/S ANDES TOWN PLANNERS PVT LTD. represented by its Director  
Shri Paresh Rastogi

AND

M/S HIGHNESS INFRADEVELOPERS PVT LTD. represented by its  
Director Smt Ruchi Agarwal

Andes Town Planners Pvt. Ltd.

Director/Authorized Signatory

Highness Infadevelopers (P) Ltd.

Ruchi Agarwal  
Director

क्रम संख्या 12437 20-11-17  
स्वामि दिव्य की तिथि  
स्वामि क्रम काल का प्रयोजन M/S Andas Town Planners Pvt Ltd  
स्वामि क्रेता का नाम llw

स्वामि की भवना for  
शिव पुनर्जाति (स्वामि भवना)  
शिव पुनर्जाति (स्वामि भवना)  
शिव पुनर्जाति (स्वामि भवना)  
शिव पुनर्जाति (स्वामि भवना)



328/000073

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AM.423159



13 NOV 2010

कृपया प्रमाणित  
न्यायिक दस्तावेज  
उपयोग के लिये  
13/11/10  
अ.प्र. 423159  
उप निबंधक (तृतीय)  
लखनऊ

**MOU/CONSORTIUM AGREEMENT**

This Agreement is made and executed at Lucknow on this 28<sup>th</sup> day of September 2011

**BETWEEN**

M/S ANDES TOWN PLANNERS PVT LTD. (CIN no. U70109DL2006PTC152579), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at F-50-B, F-2-F/F, Madhu Vihar, New Delhi-110092 and local office at 27/18, Raja Ram Mohan Rai Marg, Lucknow Uttar Pradesh-226001 represented by its Director Shri Paresh Rastogi s/o Shri Laxmi Chandra Rastogi r/o 14/1, Lajpat Rai Marg, Lucknow, hereinafter referred to as the "Land Owner" / "Consortium member" / "First

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Highness, Lucknow (P) Ltd

Highness, Lucknow (P) Ltd

Director/Authorized Signatory

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Director

Director

**Party"** through its duly constituted attorney Shri P.K Roy s/o D.K Roy r/o Flat no.2/2, Arif Chambers-V, Sector-H, Aliganj, Lucknow for presenting the deed which POA is duly registered in the office of Sub Registrar- 2 in book no.- 6, Zild no. 2 on pages 54/54 as serial no.54/0. (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

**M/S HIGHNESS INFRADEVELOPERS PVT LTD.** (CIN no.U70102UP2010PTC040057), a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 2/32, Vishwas Khand, Gomti Nagar, Lucknow Uttar Pradesh-226001 represented by its **Director Smt Ruchi Agarwal** w/o Sandeep Agarwal temporary r/o C-3, Aravali Marg, Indira Nagar, Lko and permanent r/o B-1/23, Sector-A, Aliganj, Lucknow and **Director Smt Julie Feroz** w/o Shri Mirza Feroz Shah r/o 337/163, Sultan Bahadur Road, Mansoor Nagar, Sahadat Ganj, Lko, hereinafter referred to as the **"Promoter/Lead Member"/"Second Party"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Party No. 2 is a Lead member of the consortium and party No. 1 is the other Consortium Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.

And whereas the first party and the second Party, have formed a consortium; the second party is the lead member of the consortium. The first Party is the owner of the land. The consortium member have appoint, authorize and constitute second party of this consortium agreement i.e **M/S HIGHNESS INFRA DEVELOPERS PVT LTD** as lead member, to deal with First party and also authorize to make any arrangement with First party.

And whereas the party no. 1 hereby again confirm that they have appointed **M/S HIGHNESS INFRA DEVELOPERS PVT LTD** and authorize to negotiate, the property of consortium member and also authorize to make any agreement/arrangement in furtherance of this consortium agreement, second party is also authorized by consortium member to take any decision regarding the land owned by consortium member for the betterment of the said project and that shall be binding upon all members.

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WHEREAS M/s UP Township Pvt. Ltd. purchased at an auction held by the Lucknow Development Authority, Lucknow rights to land admeasuring 73018.74 sq.mtrs bearing Plot No TCG-3/3 vibhuti Khand, Gomti Nagar Scheme, Lucknow, Uttar Pradesh. In pursuance thereof, the Lucknow Development Authority, a body corporate constituted under the Uttar Pradesh urban Planning & Development Act, 1973 (hereinafter referred to as the LDA) entered into Agreement to sell dated 31.10.2005 which was duly registered as Document No. 9526, Volume No. 5354, Book No.1 at pages 85 to 114 with the Sub-Registrar Lucknow on 31.10.2005.

AND WHEREAS freehold charges having been deposited, Sale Deed dated 8.09.2006 was executed in favour of the U.P Township pvt. Ltd. and registered as Document No.8478, Volume No.6033,Book No.1 at pages 131 to 156 with the Sub-Registrar, Lucknow on 8.09.2006.

AND WHEREAS possession of Plot No. TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as the Said Plot) was handed over to the UP Township Pvt. Ltd.

AND WHEREAS the said plot of land has been sold to the UP Township Pvt. Ltd. for setting up a residential-cum-commercial complex thereon as per the plans sanctioned / approved by the competent regulatory authorities of LDA.

AND WHEREAS M/s UP Township pvt. Ltd., transferred the said plot along with constructions thereon in favor of Second party i.e. Andes Town Planners Pvt. Ltd. vide sale Deed dated 24/07/2008 which is registered with the office of Sub Registrar Lucknow in Book No.1 volume No. 7651 at pages 127 to 152 at Serial No. 7048 on 24/07/2008. The copy of same has already been provided to the second party by the first party vide letter dated 28<sup>th</sup> September 2011.

AND WHEREAS after the registration of sale deed, the First party became the absolute owner of the said property.

AND WHEREAS the residential-cum-commercial complex is to be developed on the said plot of land.

AND WHEREAS the design for the complex provides multistoried construction with commercial use in a certain part and residential in another part and the commercial part shall be known as "Rohtas Summit". And the subject matter of this agreement is restricted to the area over which Rohtas Summit is being constructed. The remaining

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area is for multi storied residential apartment under the name and style of Rohtas Plumeria over which the second party has no interest.

AND WHEREAS the first Party is owner and in possession with respect to the aforesaid property as mentioned here in above and the first party has assured the second party that it has absolute and exclusive right with respect to the said property and can enter into this agreement for the purposes of development and construction of commercial part of the project. First party has also assured second party that it has not entered into any such agreement with any other party till the date of signing of this agreement.

AND WHEREAS the first Party has assured that it is the absolute owner of the said land and the property is free from all encumbrances, liens, acquisitions, court attachment and liabilities etc., of every sort and nature and is also not subject to any court case except for the charges of the M/s HDFC Ltd. Lucknow on project Rohtas Summit.

AND WHEREAS the first Party has further assured that the said land is not the subject matter of any litigation and it does not come under the purview of urban Land ceiling (ULC) and no acquisition or requisition proceeding are pending and that it has no knowledge or notice of any such requisition or acquisition proceedings in respect of the said demised property and that it has clear marketable right & title, except as stated above, clearance if any, shall be responsibility of owner;

AND WHEREAS the first party is fully competent and capable of Entering into this Agreement with the second party

AND WHEREAS the second Party has represented that it has requisite experience and resources to construct and manage such complexes.

AND WHEREAS the first Party wanted to develop a commercial part in the said complex and the first party approached the second Party to develop the Commercial part of the complex on the said site, to which the second Party agreed on the terms and conditions contained in this agreement.

**And whereas** the above mentioned parties entered and executed this Consortium Agreement for forming a Consortium of Developer Company with the object of development of land owned by the Consortium member in Lucknow under the name and Style of **"ROHTAS SUMMIT"**

**NOW THEREFORE**, in consideration of the mutual covenants, terms and condition and understandings set forth in this Agreement (herein after referred as the " said agreement") and other good and valuable

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consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties with the intent to be legally bound hereby agree as follows:

The lead member and consortium member are collectively referred to as the "parties" and individually as the "party".

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:-**

1. That the subject matter of this Agreement is Commercial part of the free hold plot, situated at TCG-3/3 Vibhuti Khand, Gomti Nagar Scheme, Lucknow under the name and style of Rohtas Summit only and the permissible constructed area of the demised property is 36418.87 sq.mt. (Approx.) for which the first Party is entitled to get the building constructed as per approved Map and the division of area amongst the parties is annexed as (Annexure - I).
2. That the demised property is free hold and forms commercial part of entire plot TCG-3/3 Vibhuti Khand, Gomti Nagar scheme, Lucknow and is proposed to be developed with name of ROHTAS SUMMIT.
3. That in consideration of and subject to the terms and conditions here in after specified, the second party here by agree to develop the said land by constructing a commercial part of complex thereon at their own cost and expenses excluding given hereunder.
4. That it has been agreed that the second party shall construct the proposed building as per the plans already provided by the first party vide letter dated 28<sup>th</sup> September 2011, sketched by M/s JSR Architects, New Delhi for the construction of said premises for which decision of architect would be final.
5. That it is agreed, that first party and second party will share the area when Constructed in the ratio of 45:55 respectively, excepting Ground floor & first floor which shall be shared between the two parties on 50:50 basis and the division would be made on vertical and equitable advantageous basis. However, in case it is not possible to divide / demarcate the share of the owner in any one building/block/floor then it shall be compensated in the next block / building / floor. The demarcation would be done on the scale drawings before the start of the

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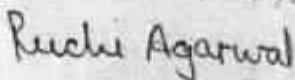
construction. The said ratio shall also apply to all open areas, common areas constructions, parking, basement or any area of the demised premises.

6. The allocation of specific car parks in the basement shall be made by the First Party in the ratio of 46:54 in favor of First & Second party respectively and the second Party will be authorized to sell his car park spaces only after the distribution of car park spaces has been finalized by the First Party. The right to use drive ways in the basement, exit and entry ramps circulation area, shall rest with both the Parties and at no point of time neither of the Party will block these circulation areas or lay any claim to these circulation areas. Similarly the car park spaces on surface shall also be distributed by the first Party in the same ratio. However, a certain percentage of surface area car park shall be reserved as visitor parking.
7. That the physical possession of the land over which the building is scheduled to be constructed is being handed over to the second party by virtue of this agreement. After completion of entire super structure, the second party will hand over the possession to the first party in the share as agreed here in above.
8. That even otherwise if either of the party wants to transfer or exchange the ownership of their respective area amongst each other than either the sale consideration @ prevailing circle rate or exchange of the property at same floor or of same value will be executed or initiated amongst the parties.
9. That the first party will assist in providing NOC within 60 days in proportion to the investment made from its financial Institution to facilitate raising of construction / development finance subject to the compliances of the terms & conditions of NOC by the second party. In case of inordinate delay in issuance of NOC, the time period for completion as mentioned in clause 14(b) would be extended as mutually agreed.
10. That the first party also ensures that they will not raise any kind of advances/Loans etc without the previous written consent of the second party. Even otherwise in any circumstances the funds raised by the first party by mortgaging the subject land and superstructure, will be

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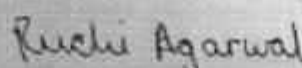
deemed to be considered from the exclusive share of 45% in the project area of first party only.

11. That the second party has agreed to give a refundable interest free advance of Rs- 100 lacs:-
  - Rs 50 Lacs at the time of signing of the M.O.U/ term sheet/Agreement
  - Rs. 50 Lacs at the time of execution of agreement.
12. The first party shall refund the advance within 90 days from the completion of formalities by the second party for obtaining occupancy & completion certificate.
13. That it is agreed between the parties that the Agreement for the Development of project shall be registered if required and the stamp duty etc. for registering the agreement will be borne by the second party.
14. That further it is agreed that before start of construction the proportionate area of first party and second party shall be demarcated in the mutually approve working/sale drawings of the said complex, in accordance to the principle agreed herein above. Area demarcated in the proportionate ratio is subject to interchanged between both the parties after mutual consultation.
15. That the duration & dates for the completion of the project would be as under from the date of signing of the Agreement:
  - (a) That the first party has granted permission of leave & license to enter upon the earmarked land as per annexed plan for the purpose of constructing the commercial complex on 30th sept.2011 with clear boundary demarcations. Further second party shall draw & share the construction schedule with the first party and agreed; construction shall be adhered by the second party.
  - (b) That the second party shall develop and construct the Project Rohtas summit within a period of 7 years from date of grant of leave & license. The first party has already made available all drawings/documents to the second party, In case if any other document/paper is required by the first party, the first party will assist in

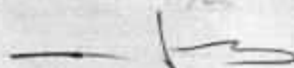
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making available the same at the earliest in the interest of the Project.

- (c) Time period for completion of the project may be extended by one extension of 6 months. However the said term is subject to reasons beyond the control of the second party including force majeure circumstances. The time period will suitably be amended without obligation in case of force majeure circumstances.
- (d) That in case the second party is not able to handover the possession after completing the construction in all respects of demarcated areas of the first party as per schedule mentioned in clause 15 (a) & 15(b) including extension time as mentioned herein clause 15 (c), the first party shall have right to re-enter the property & take the possession of the project.
- (e) That in case of non-completion of the projects by the second party, the first party shall have the first right to get its share in the project completed which it is entitled to get the project completed. The cost of getting the project completed will be deductible/adjustable/recoverable from the second party's share/advance/monies

16. It is agreed that:-

- a) The second party shall make exactly similar construction of the specifications as they would make for their own portion and would also use the same material for the portion of the first Party, which they would use for their own portion. Further if the first party wants any internal changes in its share, it may intimate the second party who shall assist in getting the same done by giving differential cost, if any, as per the mutually agreed between the parties.
- b) The first party shall be the sole judge of the designs, specifications and materials to be used in the building proposed to be constructed under the Agreement, any changes by the second party will be done only after mutual consultation. Any kind of deviation in specification/structure in the Layout by second party shall be with prior approval by first party or its architect. The specifications are as mentioned in Annexure 2.
- c) That the second party undertakes to raise, develop & complete the SUMMIT complex in all the

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respects (ready to use) on the demised land including but not limited to the following works to ensure handover of the project :

- Completion of all the civil, architectural & structural works
- Completion of the external finishing such as glazing cladding etc
- Completion of all external development works including fire fighting, rain water harvesting, water supply , waste water & solid waste management, Electrification , boundary wall etc.
- Completion of internal works

Further it also undertake to complete all the other development works necessary for completion of project and obtaining of Noc's from the concerned deptt. & completion certificate. The second party shall comply with applicable norms of the competent authorities including NBCC.

That in the event second party completes the construction work in accordance with this agreement and request first party to obtain the completion certificate from the competent authority then first party will do the necessary documentation to ensure that the completion certificate can be obtained immediately. If in case the first party denies or fails to obtain the completion certificate then the second party will be entitled to do the same and can obtain the certificate on the cost of first party.

That the second party is aware that all the utilities of the Rohtas Summit are to be developed separately and in case second party requires to use the common utilities of the residential area like sewage disposables, electric supply, storm water disposal etc., it shall pay the proportionate cost to the first party and vice-versa.

- d) That it has been agreed that the first party or its architect shall make periodic visit to the site for

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quality control & monitoring of the construction schedule.

- e) That it has been agreed that the liability of the second Party for removal of constructional defects is limited for 6 months from the date of taking possession. All such complaints/defects shall be examined and removed by the second Party to the satisfaction of the first party or its Architect within 15 days time period after which first party is free to get the same rectified at second party cost. Further normal warranty extended by suppliers will be extended to the first party/ allottees.
- f) That the First party and Second party shall be entitled to receive premium, advances and other payments from the respective buyers and lessees etc. and give receipt and enter into agreement or execute necessary documents as first party and second party may deem fit in regard to their respective built-up areas. However all the terms and conditions in regard to allotment/sale/transfer/leasing/mortgage of units applicable to allottees of first party shall also be applicable to the allottees of second party.
- g) That the First ownership or the residual rights on the land shall always remain and that be of the first party till transferred through a registered deed in favor of the second party or the prospective purchasers of the built-up areas in the complex.
- h) That the first party or its authorized signatory or attorney shall be liable to execute, sign and register and shall join the second party in executing such documents including agreements and sale deed as may be required by the second party for transferring the proportionate land as per built-up areas or part there of as the second party may require.
- i) That similarly the second party or its authorized signatory or attorney at the request of the first party, and if at all required by the first party, will join in execution of the sale deed or other documents falling in the share of the first party.
- j) That first party agrees to provide details about exterior & internal architectural features of the building and shall also fix & convey the levels & services on the ground adjoining the building. The second party agrees that it shall follow the same

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control. Further it is agreed between the parties that the total architect fees would be distributed among both the parties (i.e first party and second party) in the ratio of 30:70 respectively

17. That it is agreed that in case of any increase in FAR in future during the development period, second party shall carry out the construction on the same terms and conditions. Same proportionate share as enumerated above in this agreement in additional construction will be shared between the second party and the first party. The charges if any required to be paid for the purchase of extra FAR shall be borne by the second party and first party in the share as defined under clause 5.

If the second party is not willing to undertake the job at that time, the first party will be free to build the additional floor or area on his own or enter into an agreement with any other party for the same. The second party shall not have any claim over the additional constructed area by the first party or other party utilizing the enhanced FAR permissible under rule. However first party shall not be liable in case of any infringement of Laws by the second party or resulting in compounding charges not due to excess coverage. However second Party would not be Liable for the compounding charges if applicable on the drawing provided by the first party.

18. The second party shall have power to sell, lease, mortgage and transfer the First ownership rights title and interest in the constructed area to the extent being the share of the second party only as demarcated in the plans of the said Commercial Complex or any part thereof in favor of any Banks, Financial Institutions /Public Sector undertaking associations of persons or Some other body corporate or would be buyers of the constructed area or keep the same for themselves to the extent of their share. However the second party will exercise their right to sell, lease, mortgage of their share of constructed area in the proposed complex only after completion of casting of entire second floor roof slab but such right to sell, lease, mortgage their share of constructed area shall always be in proportionate to the investment made by them beyond casting of entire second floor roof slab.

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19. The second party shall have free access to and uninterrupted Movement on the area forming part of this agreement. It shall also be free to use part of the land for construction of temporary offices/stores and materials yard etc for use in connection with the construction work.
20. That the first Party shall bear and pay all outstanding charges and dues of electricity, water tax or any other liability etc', on the demised property for the period prior to granting of leave & license to enter into land for the purpose of constructing Commercial complex. That thereafter all taxes, levies, cess etc. shall be borne and paid by the second party at their cost. Any liability such as labour etc arising in connection with the raising of the complex shall be borne by the second Party
21. That it is agreed that if any amount that the first party will charge from the customers viz. parking, transformer, electricity connection, Sewer, one time maintenance etc., other than the cost of the Office/unit from the customers in the proposed complex, the same would be charged from the second party /its allottee and if in case the second party will obtain electrical connection, sewer, transformer on its own cost then the second party will be exclusively entitled to charge the same from all the buyers and allottees in the entire project.
22. That both the parties agree that the first Party or its nominated agency will be free to make a rule of maintenance of the services and will levy uniformly rates to all the residents to which the second Party and its allottee/buyer of the prospective units will follow. The second Party and its allottee unconditionally agrees and undertakes to pay necessary charges, from the cutoff date as may be determined by the first Party or its nominated maintenance agency towards common area maintenance and for maintaining various value added services. The second party shall ensure that its allottee deposit with the first Party a total lump-sum amount of money as decided by the first Party by way of interest free security to ensure timely payment of maintenance charges. The aforesaid amount will be payable by the second Party or its prospective buyer/allottee and will be paid at the time from the above said cutoff date or sale deed is executed whichever is earlier.

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23. The internal maintenance of the services of the commercial building shall be done by second party and first party jointly and in the event the first party fails to do the same in its individual capacity then the second party has full rights to take over the maintenance work and make all such decisions which are necessary for the betterment of the building.
24. That the first party will have residual rights of the said land even after the construction is completed to enable them to construct the balance FAR and any other future enhancements in the constructed area allowable.
25. That the first party shall only be entitled to display the signboards advertisements board etc. The second party will have right to do co branding name along with the first party. However all the advertisement campaigns as mutually agreed would be carried out by first party to maintain the uniformity in branding. The cost of the advertisement post mutual discussions would be shared in equal proportions.
26. That the first party and the second party have entered into this agreement on principal to principal basis only and nothing contained herein shall be deemed or construed as constituting a partnership between them or a joint venture between them nor shall the parties in any manner constitute an Association of persons.
27. It is hereby agreed by the Second party and the first party that they shall directly meet their taxation liability and other statutory liabilities personally and respectively as may be applicable to them. The second party shall be entitled to avail credit in respect of VAT & Service tax paid by it on inputs used in development of the complex.
28. That it is agreed that the terms of this Agreement can be altered/modified by mutual consent by way of exchange of letters or by Supplementary Agreements. That the name of the proposed Commercial Complex shall be ROHTAS SUMMIT. It is further Agreed that neither the second party nor the prospective buyers or any one claiming through them shall have right to change the name of the building.
29. That all notices letters sent through registered post addressed to the other party at the address given above or

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such duly notified address and the same shall be deemed to have been received in due course of time with in which it is normally expected to be delivered.

30. That all dispute, if any, including all matters incidental to or in relation thereto shall be referred to arbitration under the Indian Arbitration Act. The award given by the arbitrator shall be final and binding on both the parties. It is agreed that all disputes shall be subject o the jurisdiction of Lucknow Courts only. The sittings too, shall be held at Lucknow. The expenses including arbitrator's fee shall be borne by both the parties equally. It is expressly agreed that during the pendency of such proceedings the work of Construction/developments hall not be stopped and no hindrance/obstruction or restriction shall be created by either Party
31. Neither party shall be considered in default in performance of its obligations under this agreement if such performance is prevented or delayed and which, by due diligence, the affected party is unable to avoid or overcome through the individual or concerted effort because of one or more of the following events (a "Force Majeure") war, hostilities, act or threat of any terrorism, Epidemics ,riots, earthquake typhoon, cyclone ,flood, land slide, fire, explosion, strike of a whole national category of workers, or acts of God, change of law, notification, order, Act, Rules etc passed by any statutory body/authority/court. The period of performance of obligations by either party shall get extended by the period during which it is prevented from performance due to the above said events. If Force Majeure events delay or appear likely to delay the Performance of the obligation so the Parties for an aggregate period of sixty (60) days, then the parties urgently shall consult each other with a view to deciding the action to be taken in the prevailing circumstances. If after all diligent efforts the Force Majeure continues for a period of 90 days, either party may terminate this agreement and the other related Agreements in accordance with the provisions herein contained and first party will refund to second party the full advance received from second party within a period of 90 days of notice without any interest. That it in case of abandonment due to force majeure conditions, the claim of the second Party will be limited to the extent of the

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such duly notified address and the same shall be deemed to have been received in due course of time with in which it is normally expected to be delivered.

30. That all dispute, if any, including all matters incidental to or in relation thereto shall be referred to arbitration under the Indian Arbitration Act. The award given by the arbitrator shall be final and binding on both the parties. It is agreed that all disputes shall be subject o the jurisdiction of Lucknow Courts only. The sittings too, shall be held at Lucknow. The expenses including arbitrator's fee shall be borne by both the parties equally. It is expressly agreed that during the pendency of such proceedings the work of Construction/developments hall not be stopped and no hindrance/obstruction or restriction shall be created by either Party
31. Neither party shall be considered in default in performance of its obligations under this agreement if such performance is prevented or delayed and which, by due diligence, the affected party is unable to avoid or overcome through the individual or concerted effort because of one or more of the following events (a "Force Majeure") war, hostilities, act or threat of any terrorism, Epidemics ,riots, earthquake typhoon, cyclone ,flood, land slide, fire, explosion, strike of a whole national category of workers, or acts of God, change of law, notification, order, Act, Rules etc passed by any statutory body/authority/court. The period of performance of obligations by either party shall get extended by the period during which it is prevented from performance due to the above said events. If Force Majeure events delay or appear likely to delay the Performance of the obligation so the Parties for an aggregate period of sixty (60) days, then the parties urgently shall consult each other with a view to deciding the action to be taken in the prevailing circumstances. If after all diligent efforts the Force Majeure continues for a period of 90 days, either party may terminate this agreement and the other related Agreements in accordance with the provisions herein contained and first party will refund to second party the full advance received from second party within a period of 90 days of notice without any interest. That it in case of abandonment due to force majeure conditions, the claim of the second Party will be limited to the extent of the

Andas Town Planners Pvt. Ltd.

Higness Infra Developments (P) Ltd.

Higness Infra Developments (P) Ltd.

Director/Authorized Signatory

Ruchi Agarwal

Director

Director

security/advance amount paid by the second party to the first party.

32. Both the parties have agreed that if due to any omission or commission of any term and condition pertaining to this Agreement, the terms and conditions of standard Agreement shall prevail.

IN WITNESS WHEREOF The members have executed this Consortium Agreement on the date and year mentioned above at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Andes Town Planners Pvt. Ltd.

Witness: - *Brijendra Yadav*

1.)



*Brijendra Yadav*  
*Sto Vinod Kumar Yadav*  
*16/5, Vishnu Puri*  
*Ceconomy, Lko.*

*[Signature]*  
Director/Authorized Signatory  
SIGNED AND DELIVERED  
By the within named  
**Shri Paresh Rastogi**  
Authorized signatory of  
**M/S ANDES TOWN  
PLANNERS PVT LTD**  
Consortium Member(s)

2.)



*Sandeep Agarwal*  
*Sto Rajendra Prasad*  
*Agarwal*  
*B-1/23, Sector-A.*  
*Aliganj Lko.*

Highness Infra Developers (P) Ltd.

*Ruchi Agarwal*

Director

SIGNED AND DELIVERED  
By the within named  
**Smt Ruchi Agarwal**  
**Smt Julie Feroz**  
Authorized signatory of  
**M/S HIGHNESS INFRA  
DEVELOPERS PVT LTD**  
Lead Member(s)

Typed by:-  
Vijay Kumar

*Vijay*

Drafted by  
**Charan D S Beji**  
**9935717131**

*[Signature]*  
*20/11/17*

दिनांक 06/12/2017 को वही संख्या 4

एच गिफ्ट संख्या 521 वृत्त संख्या 237 से

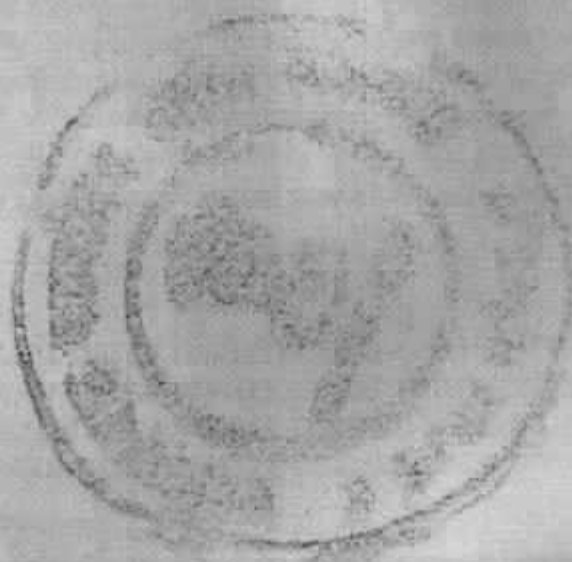
254 पर क्रमांक 717 रजिस्ट्रीकृत किया गया।

रजिस्ट्रार अधिकारी के हस्ताक्षर

अनुपम सिंह

उप निबंधक : सदन नृपति

सचिव



निष्ठादय निष्ठादय बाद सुनने व समझने मजसुम व धारा सुनराजि क प्रमेष्टामुसार उक्त  
प्रथम पक्ष: 1

पी पी के राय

द्वारा

पी से एन्ड्रेस हाउस प्लानर्स प्रा (मुकदमा खास)

निदेशक पीएम वस्तुगो



व्यवसाय : व्यापार

निवासी : 14/1, लाजपत राय मार्ग, लखनऊ

प्रथम पक्ष: 2

पी से एन्ड्रेस हाउस प्लानर्स प्रा नि

निदेशक पीमती कचि अग्रवाल

Ruchi Agarwal

व्यवसाय : व्यापार

निवासी : सी-3, बरगवासी मार्ग, लखनऊ



मे निष्ठादय स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

पी जियेन्द्र यादव

Brijendra Yadav

पुत्र पी विनोद कुमार यादव

व्यवसाय : बीकरी

निवासी : 16/5, विष्णुपुरी, लखनऊ

पहचानकर्ता : 2

पी सदीप अग्रवाल



पुत्र पी राजेन्द्र प्रसाद अग्रवाल

Sandeep Aggarwal

व्यवसाय : व्यापार

निवासी : सी-1/23, सेक्टर-ए, अलीगंज, लखनऊ

वे सी : प्रत्यक्ष/अध साक्षियों के निशान अंगुठे निवमानुसार लिए गए हैं।

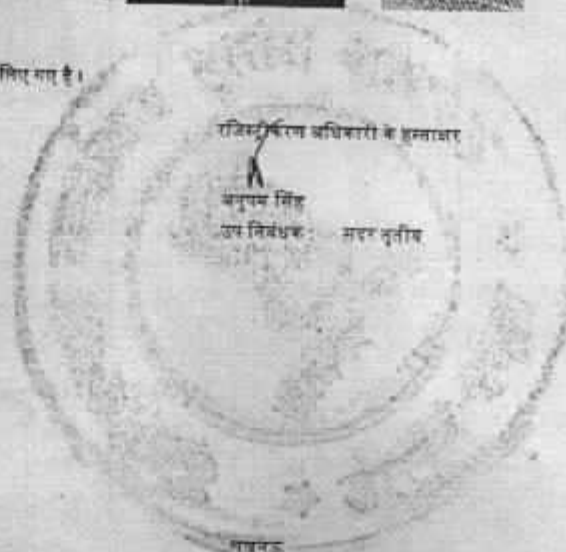
दिनांक :



रजिस्ट्रार अधिकारी के हस्ताक्षर

अनुपम सिंह

उप निबंधक : मदन भुतीष



अनुबंध विवरण

|                     |                         |                  |
|---------------------|-------------------------|------------------|
| प्रतिकूल - 0        | स्टाम्प शुल्क - 1100    | बाजारी शुल्क - 0 |
| संजीकरण शुल्क - 200 | प्रतिनिधिकरण शुल्क - 60 | योग : 260        |

डी पी. के. राय

से. एम्बेस टाउन प्लानर्स ग्र. (मुक्तार खास)

निदेशक पोश सलौपी

पदस्थान : आंध्र

निवासी : 14/1, लालपल राय मार्ग, लखनऊ

डी पी. के. राय

से. एम्बेस टाउन प्लानर्स ग्र. (मुक्तार खास)  
द्वारा

ने यह घोषणा इस कार्यालय में दिनांक 06/12/2017 एवं 02:06:58 PM बजे  
निबंधन हेतु गैर किया।

रजिस्ट्रार अधिकाारी के हस्ताक्षर

अनुपम सिंह

उप निबंधक : लखनऊ



## ROHTAS SUMMIT SPECIFICATIONS

### Structure

Earthquake resistant R.C.C framed structure.  
Large and efficient floor plates & wide column span.

### External Finishes

State of the art façade using a combination of Premium Glass.  
Aluminium /Metal Panels & Granite / Stone cladding.

### Air-conditioning

Central air conditioning for common areas and provision for air conditioning of individual areas from a central chilled water plant.

### Common Areas (Interior)

Lobbies finished with granite/stone.  
Double height Atrium.  
State of the art high speed lifts.  
Terrace Gardens on higher floors.

### External

Sufficient covered and open parking spaces.  
Pleasantly landscaped areas around the building.

### Power back up

100% power back up for common areas.  
Provision for 100% power back up for office areas.

### Fire fighting

Fire fighting system as per NBC.

### Security Systems

Electronic surveillance for the complex.  
Intercom system.

### Communication

Tap-off points for telecom and electricity at each floor.  
Wi-fi and fibre optic enabled complex.

### Toilets

Common Toilets on each floor including specially designed Toilet for physically challenged.

NOTE: The above specifications are only indicative & some of these may be changed in consultation with the Architect or equivalent provided at the discretion of the company

Andas Town Planners Pvt. Ltd.

Director/Authorised Signatory

Highness InfraDevelopers (P) Ltd.

Ruchi Agarwal

Director

Highness InfraDevelopers (P) Ltd.

Director

| S. No. | Floor       | Total Area<br>(In Sq.Ft.) | First Party/Owner |              | Second Party/ Promoter |              |
|--------|-------------|---------------------------|-------------------|--------------|------------------------|--------------|
|        |             |                           | Area (In Sq.Ft.)  | Ratio (In %) | Area (In Sq.Ft.)       | Ratio (In %) |
| 1      | Ground      | 25939                     | 13039             | 50.27        | 12900                  | 49.73        |
| 2      | First       | 26201                     | 13031             | 49.73        | 13170                  | 50.27        |
| 3      | Second      | 26201                     | 4000              | 15.27        | 22201                  | 84.73        |
| 4      | Third       | 26201                     | 13170             | 50.27        | 13031                  | 49.73        |
| 5      | Fourth      | 26201                     | 15209             | 58.05        | 10992                  | 41.95        |
| 6      | Fifth       | 26201                     | 23827             | 90.94        | 2374                   | 9.06         |
| 7      | Sixth       | 26201                     | 15260             | 62.06        | 9941                   | 37.94        |
| 8      | Seventh     | 26201                     | 26201             | 100.00       | 0                      | 0.00         |
| 9      | Eighth      | 26201                     | 10521             | 40.15        | 15680                  | 59.85        |
| 10     | Ninth       | 26201                     | 9907              | 37.81        | 16294                  | 62.19        |
| 11     | Tenth       | 26201                     | 19680             | 75.11        | 6521                   | 24.89        |
| 12     | Eleventh    | 26201                     | 6949              | 26.52        | 19252                  | 73.48        |
| 13     | Twelfth     | 26201                     | 6303              | 24.06        | 19898                  | 75.94        |
| 14     | *Thirteenth | 23291                     | 0                 | 0.00         | *23291                 | 100.00       |
| 15     | *Fourteenth | 23291                     | 0                 | 0.00         | *23291                 | 100.00       |
| 16     | *Fifteenth  | 19049                     | 7202              | 37.81        | 11847                  | 62.19        |
|        |             | 405982                    | 185299            |              | 220683                 |              |

Andea Town Planners Pvt. Ltd.

Director/Authorized Signatory

Hightness Infra Developers (P) Ltd.

Ruchi Agarwal

Director

Hightness Infra Developers (P) Ltd.

Director