

2085



उत्तर प्रदेश UTTAR PRADESH

BC 613371

Memorandum of Understanding (Joint Development Agreement)

This Memorandum of Understanding (Joint Development Agreement) is made at Ghaziabad on this 3rd Day of June 2019.

BETWEEN

COFMOW COOPERATIVE HOUSING SOCIETY LTD (the Society), in accordance with the provision of Uttar Pradesh Sahkari Samiti Adhiniyam, 1965, (Registraion No 1324 dated 25 April 1990), having its registered office at 200/1, Pocket-40, 3rd floor, Chitrangan Park, New Delhi-110027 through its Secretary/Authorized Signatory Sh Vijay Kumar Sharma S/o Shri Babu Ram Sharma R/o House No 200/1, 3rd Floor, Pocket 40, Chitrangan Park, South Delhi-110019 (Adhaar No 8138 6568 4936) who has been unanimously authorized by the managing committee of the Society vide its authorization letter dated 19th May 2019 , hereinafter referred as "the land owner" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal representatives, successors, executors, assigns and nominees, jointly and severally hereinafter called "the first party".

AND

SHADBOLT BUILDWORLD PRIVATE LIMITED,(Company Identification Number U70200HR2018PTC075541), a company incorporated under the provisions of the Company

COFMOW CO-OP HOUSING SOCIETY LTD.

Page 1 of 17

Secretary

Shadbolt Buildworld Private Limited

For Shadbolt Buildworld Pvt. Ltd.

Authorized Signatory



3 JUN 2019

रजि. सं. 19

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि 1000/-

पंकज शर्मा स्टाम्प विक्रेता, लाइसेंस नं० 395

लाइसेंस की अवधि 31-3-20 10

नगरपालिका काजीयाबाद

कम्पनिका के बिल्टवर्ल्ड प्रा लि. का अधिकारी श्री
गिरीश भाव डिल्ली का बिल्टवर्ल्ड प्रा लि.

आवेदन सं०: 201900739055383

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 2075

वर्ष: 2019

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 120 योग: 20120

श्री शैडबोल्ड बिल्टवर्ल्ड प्रा लि. द्वारा डायरेक्टर द्वारा
अमित कुमार सिंह अधिकृत पदाधिकारी/प्रतिनिधि
पुत्र श्री बालेश्वर सिंह

व्यवसाय: अन्य

निवासी: 513, केबिन नं०-2 व 3 तल, दीप प्लाजा क्रॉसपलैक्स गुडगाँव कोर्ट के
सामने हरियाणाश्री, शैडबोल्ड बिल्टवर्ल्ड प्रा लि. द्वारा
डायरेक्टर द्वाराअमित कुमार सिंह अधिकृत
पदाधिकारी/प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

03/06/2019 एवं 02:41:27 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दधानन्द प्रभारी

उप निबंधक सदर पंचम

गाजियाबाद

03/06/2019

गाजियाबाद सदर पंचम लिपिक
निबंधक लिपिक

For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

Act, 2013 having its registered office at 513, Cabin No 2, 3rd Floor, Deep Plaza Complex, Opposite District Court, Gurgaon, Haryana 122001 through its Director Shri Amit Kumar Singh S/o Shri Baleshwar Singh R/o Plot No 12A, G Block, Sector 39, Noida, Gautambudh Nagar, UP-201301 (Adhaar No 9399 0811 9802), who has been unanimously authorized by the board of directors of SHADBOLT BUILDWORLD PRIVATE LIMITED by resolution dated 27th May 2019 passed in the meeting held on 27th May 2019 at its registered office, hereinafter referred as "the Developer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal representatives, successors, executors, assigns and nominees, jointly and severally hereinafter called "the second party"

The expressions and words of the first party and second party shall mean and include their heirs, successors, nominees, executors, assignees, administrators and legal representatives etc respectively.

WHEREAS

A. The first party is the sole owner as mentioned in letter no. 1537/LAC/HQ dated 26 November 2018 issued by the Secretary, Uttar Pradesh Awaas Vikas Parishad (hereinafter mentioned as UPAVP in this agreement) in regard of adjustment of land vide Government Notification no. 4128/9-Aa-3-2002-20LA/92(Aa.B) for land bearing Khasra No 201/3/1 situated in village Mirzapur, Ghaziabad, to the first party and thereby after deduction of 50% land out of 9.7530 Acre land measuring 4.8765 acre i.e. 19,735 Square Meter was given to the First Party by UPAVP. After the above said adjustment, in exchange to the land measuring 19,735 square meter, the Plot No SP-04, Sector 4, Sidharth Vihar, Ghaziabad measuring 19,735 square meter was allotted to the first party by executing an agreement between first party through its President Shri Toshinder Sikka, Secretary Shri Vijay Kumar Sharma and UPAVP on dated 1 June 2019, the dimensions of the boundaries of said 19,735 square meter plot whose front/length to the 50 Meter road side towards east is 172 meter and width to the 24 Meter road side towards north is 115 Meter are hereas follows- in east to the said land/plot, 50 Meter wide road lies and adjacent to this road "Prateek Grand" is situated, in west to the said land/plot, the land of UPAVP is situated, in north to the said land/plot, 24 Meter road lies and adjacent to this 24 Meter road in the north direction theme park/proposed golf course is situated and south to the said plot/land the Land of UPAVP is situated. The photocopy of the abovementioned issued letter of UPAVP's Secretary bearing number 1537/LAC/HQ dated 26 November 2018 to the first party is annexed herewith as Annexure A to this Memorandum of Understanding (Joint Development Agreement). The

COFMOW CO-OP HOUSING SOCIETY LTD.

Secretary



Shadbolt Buildworld Private Limited

For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

आवेदन सं०: 201900739055383

बही सं०: 4

रजिस्ट्रेशन सं०: 2075

वर्ष: 2019

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
प्रथम पक्ष: 1

श्री कॉफमउ कॉपरेटीव हाउसिंग सोसाईटी लि० द्वारा
सचिव के द्वारा विजय कुमार शर्मा, पुत्र श्री बाबू राम
निवासी: 200/1, पॉकेट-40, तीसरा तल, वितरंजन
पार्क साउथ दिल्ली

व्यवसाय: अन्य

द्वितीय पक्ष: 1

De Chauhan



श्री शैडबोल्ड बिल्डवर्ड प्रा लि० द्वारा डायरेक्टर के द्वारा
अमित कुमार सिंह, पुत्र श्री बालेश्वर सिंह

निवासी: 513, केबिन नं०-2 व 3 तल, दीप प्लाजा
कॉम्प्लैक्स गुडगाँव कोर्ट के सामने हरियाणा

व्यवसाय: अन्य

AMIT KUMAR SINGH



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

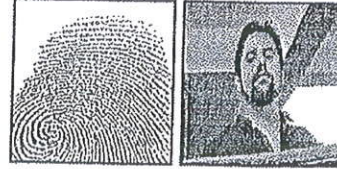
श्री वरुण त्यागी, पुत्र श्री राज कुमार त्यागी

निवासी: एस०डी०-164, शास्त्री नगर गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

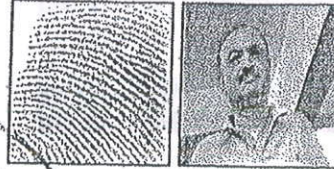
Varun Tyagi



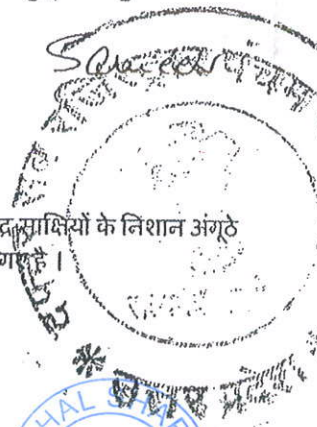
श्री समीर भार्गव, पुत्र श्री महेन्द्र नाथ भार्गव

निवासी: 3/11ए, विष्णुपूरी कानपुर

व्यवसाय: अन्य



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



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

Shadbolt Buildworld Pvt. Ltd.
उप निबंधक : सदर पंचम
गाजियाबाद

गाजियाबाद सदर पंचम लिपिक
निबंधक लिपिक

For Shadbolt Buildworld Pvt. Ltd.



Shadbolt Buildworld Pvt. Ltd.
Authorised Signatory

First party and Second Party are making the said agreement in regard of the land measuring 19,735 square meter i.e. the Plot No SP-04, Sector 4, Sidharth Vihar, Ghaziabad which is given in exchange to the land after adjustment as mentioned in Annexure A by UPAVP to First party adjusting of 50% land, that means 4.8765 acre (i.e. 19,735 square meter) land of Khasra number 203/3/1, situated in village Mirzapur, Ghaziabad

- B. That, the resolution passed on dated 19th May 2019 through which the managing committee of First party has unanimously authorized his above said authorized signatory to execute this Memorandum of Understanding (Joint Development Agreement) are annexed herewith as Annexure B to this Memorandum of Understanding (Joint Development Agreement). That the resolution dated 27th May 2019 passed by the Board of Directors of the Second party through which Director Shri Amit Singh of second party has been authorized to execute this Memorandum of Understanding (Joint Development Agreement) is annexed herewith as Annexure C to this Memorandum of Understanding (Joint Development Agreement)
- C. That the subjected plot of this agreement that means plot SP-4 measuring 19,735 square meter, Sector 4, Sidharth Vihar, Ghaziabad was allotted by virtue of executing an agreement between first party through its President Shri Toshinder Sikka, Secretary Shri Vijay Kumar Sharma and UPAVP on dated 1 June 2019.
- D. That the First Party authorizes to the Second Party and the Second Party undertakes to fulfil and comply with all terms and conditions of the agreement executed between UPAVP and first party on dated 1 June 2019 as mentioned above at Point C in this Memorandum of Understanding (Joint Development Agreement), to make timely payment of all dues to UPAVP and all other agencies, departments, undertakings as laid down in agreement executed between UPAVP and first party, to ensure transfer of the said land by UPAVP to the first party as per its clauses. All expenditure for this transfer shall be borne by the second party. Further, the second party has also agreed to comply the requirements of paying the development charges for the above said adjusted land of the First Party as and when asked by the UPAVP.
- E. That the first party hereby assure, represent and covenant with the Second Party that, except as provided in the agreement mentioned in Clause C of this Memorandum of Understanding (Joint Development Agreement), the said property is free from all encumbrances whatsoever, there is no order of attachment by the income tax authorities

COFMOW CO-OP HOUSING SOCIETY LTD.

Secretary



Shadbolt Buildworld Pvt. Ltd.

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For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

or any other authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the said property. That no other person has any right, title, share, interest, claim or demand whatsoever or howsoever in respect of the said property, that there is no legal impediment or bar and no other subsisting collaboration agreement/agreements with any other in present or past.

- F. The First party and the Second party-the developer have entered into this Memorandum of Understanding (Joint Development Agreement) to develop the land, build residential flats and develop all other facilities as per the plans approved by UPAVP. Residential flats to be built under this Memorandum of Understanding (Joint Development Agreement) include **Annexure D** wherein, to provide the ready build up flat for category A, B and C in two parts i.e. Part 1 and Part 2 are mentioned here as follows:

Part 1:-

Part 1 consists category A and category B as mentioned in the Annexure D. The both of these categories belong to the First party's share for allotment to its members. It is pertinent to mention here that total number of members of the first party are 249 (active and non-active members) from whom the members belongs to bigger category (Category A) are in numbers of 105 (Active and Non-active) and the members belongs to the smaller category (Category B) are 144 (Active and Non-active).

Part 2:-

Part 2 consists category C as mentioned in Annexure D. This category C belongs to the second party's share with full rights for marketing, selling and this category consists the remaining flats/construction out of the total constructed flats, excluding the flats belonging to Category A and Category B mentioned in Annexure D of this Memorandum of Understanding (Joint Development Agreement), the residue flats/construction will be considered the share of second party.

The first party and second party both are agreed for this distribution of flats according to category A, B and C mentioned in part 1 & 2 of the Annexure D annexed with this Memorandum of Understanding (Joint Development Agreement).

It is hereby understood and agreed between the first party and second party that after the approval of maps and other plans by the UPAVP and other concerned authorities, the



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Secretary

Shadbolt Buildworld Private Limited

Director

For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

flats for part 1 and part 2 shall be properly demarcated with two colours on the maps and this demarcation will be binding on both the parties. The first party is free to allot the flats as covered under part 1 to its members and none of its members shall have any right in the flats covered under part 2.

G. That the first party undertakes to give its irrevocable general power of attorney in favour of second party to sell, mortgage, gift, to-let its share of flats/construction to any other party and receive the consideration amount against these transaction in name and favour of second party. The first party through its authorised signatory is bound to execute this irrevocable general power of attorney in favour of second party by appearing before competent registrar. The first party will fully co-operate the second party to sell, mortgage, gift, to-let second party's share of flats/construction to any other party.

H. That, with the view to execute the project of construction of flats for its member expeditiously, the first party-the land owner is entering into this Memorandum of Understanding (Joint Development Agreement) with the second party-the builder who possess the requisite expertise and finance to execute the project in full compliance to the plan approved by the UPAVP.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING (JOINT DEVELOPMENT AGREEMENT) WITNESSETH AS UNDER:-

1. CONSTRUCTION OF PROJECT:

That pursuant to the Memorandum of Understanding (Joint Development Agreement) being entered upon by the respective parties, Second party shall have the right to carry out development and construction of the entire project as per the approved plan. The second party will have the right for marketing and selling of the flats from its share, as provided in the project, pursuant to the terms of and conditions of the Memorandum of Understanding (Joint Development Agreement) mutually agreed by the respective parties. The construction of the project shall be carried out in accordance with specifications submitted to UPAVP and additions/modifications approved by UPAVP. The second party undertakes to complete the entire project with its own resources, hand over the first party's share of flats to its managing committee for proper division/allotment by them to their members before handing over possession to the buyer of flats under second party's share. First party hereby agrees that till the time second party constructs the flats and hands over the first party's share of flats to them, the right of all the under-constructed and constructed flats shall lie with the second party.



COSMOW CO-OP HOUSING SOCIETY LTD

Secretary

Shadbolt Buildworld Pvt. Limited
Director

Authorised Signatory

2. HANDING OVER PROJECT SITE:

That upon execution of the Memorandum of Understanding (Joint Development Agreement) First party would allow the second party to develop/construct the said project. First party shall give an Authorization in favour of the nominee of the second party to enable and to secure the necessary permits / permissions and to do other acts, deeds, things as may be necessary for sanction/approvals of the project in the various departments like Municipal Corporation of Ghaziabad, Ghaziabad Development Authority, UPAVP, National Highway Authority of India, Public Works Department, Electricity Department and other departments of the like nature. The second party shall pay and discharge all ground rent, taxes, rates, assessment, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said property from the said agreement onwards.

The second party is authorised to enter upon the property at any time, affix board, put the barbed wire fencing, for any construction work or work related to construction, construct a compound wall on the said property or any portion thereof as per demarcation thereof and make all payments for all such works.

3. ARCHITECT AND WORKMEN FOR PROJECT:

- a. That it was agreed that the second party will prepare all the drawings, plans and shall appoint competent architects, Engineers, Contractors, maintenance agencies and other technical staff in order to execute the project.
- b. The first party authorizes the second party to make and prepare and/or cause to be made and prepare at their entire cost all such layouts, sub-divisions, plans, specifications and design and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of the second party for the purposes of constructing the buildings on the said property to Ghaziabad Development Authority / Municipal Corporation of Ghaziabad and/or any other concerned authority i.e. UPAVP, Lukhnow/Ghaziabad and/or Government of Uttar Pradesh and/or Local Bodies and to engage the services of any Architect, Engineer, Consult and/or any person as may be necessary or advisable at the discretion of the second party and do all other acts and things as may be necessary for the Construction.
- c. The first party authorizes the second party to submit all necessary application with various government authorities and any other authority for the purpose

COFMOW CO-OP HOUSING SOCIETY LTD.

W. Chatterjee

Secretary



Shadbolt Buildworld Pvt. Limited
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Director

For Shadbolt Buildworld Pvt. Ltd.

[Signature]
Authorised Signatory

development on the said land and complete UPAVP approvals within reasonable period for any additional flats that may be proposed, because initial project has been duly approved by UPAVP. The said authorization of the first party for submitting the applications by second party before the various government authorities, in this regard will be considered of moving the application as moved by first party.

- d. The first party authorizes the second party to carry on correspondences with all concerned authorities and bodies including the Government of Uttar Pradesh and all its Departments, Ghaziabad Development Authority and/or the Municipal Corporation of Ghaziabad and/or Police Authorities for the time being in connection with the implementation of sanctioned plans, obtain floor space index for the construction proposed to be carried out on the said property.
- e. The first party authorizes the second party to represent before public, local and/or private authorities in respect of said property and or make such of the actions and things as may be necessary for effectually commencing the said construction work and completing the same.
- f. The first party authorizes the second party to deal with the correspondence with the Paschimanchal Vidut Vitran Nigam Limited (PVVNL) for obtaining electric connection including execution of lease deed in respect of any portion of said property for the purpose of enabling PVVNL to put up and erect an electric sub-station for supply of electricity to the buildings that may be constructed on the said property and for that purpose to sign letters, applications, undertakings as may from time to time be thought necessary or as may be required by the concerned authorities. All expenses for this purpose shall be borne fully by the second party.
- g. The first party authorizes the second party to appear and represent the first party before any and all the concerned authorities and parties as may be necessarily required and/or advisable in sole discretion of the second party for or in connection with the said property and to make such agreements arrived at such arrangements as may be conducive to the construction work and completion of the same.
- h. The first party authorizes the second party to nominate, appoint, engage and authorize solicitors, advocates, Income tax and GST Practitioners, Chartered Accountants and other professional agents to sign and give warrants or vakalat-namas or other necessary authorities in their favour from time to time and to

COFMOW CO-OP HOUSING SOCIETY LTD.

Secretary

Shadbolt Buildworld Private Limited

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Director

For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory



revoke their appointments and pay their remuneration including special fees and charges.

i. The first party authorizes the second party to invite tenders and offers for the purposes of construction of one or more buildings or structures on the said property, accept such tenders or offers on such consideration and on such terms and conditions as the second party may in his/their absolute discretion deem fit, give the construction sub-contracts to such person (s) as the second party deems fit and proper and get all such buildings or structures duly completed by the said contractors and enter into such agreement with such and other persons or body or bodies whether corporate or otherwise for the purpose of said property wholly, partly or in stages and for construction of buildings or structures thereon and/or furnishing the premises therein as the Second Party may in his/their absolute discretion deem fit, pay the cost of construction of the said buildings or structures and furnishing of the premises to such contractors and other persons or bodies and obtain valid receipts and discharges thereafter enter into contracts for supply of materials, labour and other services as may be required for construction of the buildings or structures on such terms and conditions as the second party may in his/their absolute discretion deem fit and proper. The first party hereby confirms and undertakes that it will have no objection if second party hands over the right of construction to any other party. If the whole construction or any part of the construction is done by that third party to whom the rights for construction has been assigned by the second party, will be considered for that party, as the rights have been assigned to second party by first party by this Memorandum of Understanding (Joint Development Agreement) and for that the first party will be bound by the terms and conditions for that third party as it is bound by the terms and conditions mentioned in this Memorandum of Understanding (Joint Development Agreement) with the second party. However, any liability arises due to handover of construction to third party will be borne by the second party, first party is not responsible for any loss or liability arising out of this arrangement with the third party.

j. The first party authorizes the second party to identify a reputed contractor for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such contractor and to engage and employ all work forces as may be required in the said project.

k. The second party shall commence, carry out and complete and/or cause to be commenced and completed, construction work at their entire cost on the said

COFMOW CO-OP HOUSING SOCIETY LTD.

Shadbolt Buildworld Private Limited
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Secretary

Director



For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

properly in accordance with the sanctioned plans and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations, which are made by the Governments of Uttar Pradesh and/or Ghaziabad Development Authority and/or Municipal Corporation of Ghaziabad and/or UPAVP Lucknow/Ghaziabad and/or any other competent authority or authorities for the time being are strictly observed. That first party and second party both are responsible individually to pay their responsibilities/liabilities to the Goods and Service Tax or Income Tax which are applicable on them as per prevailing laws.

4. ASSURANCE LIABILITY:

That upon execution of this Memorandum of Understanding (Joint Development Agreement) the first party would allow the second party to commence construction and development of the intended project, the First Party/owner undertakes that it shall not revoke the rights so granted to the Second Party till the completion of the project in all respects except material breach by the Second Party.

That the second party alone will be responsible for all the staff/labour etc employed by it for the project and would keep the first party completely harmless and indemnified against all or any injuries/damages/losses/claims etc or any nature whatsoever. The first party is registered under the Co-Operative Society Act and if in case the new managing body is formed after the election then the terms and conditions of this Memorandum of Understanding (Joint Development Agreement) which are applicable between the First party and Second party will remain be applicable between the first party's new constituted body and second party and would be irrevocable on part of that new constituted body of the first party.

5. TITLE:

That the present agreement is executed with the clear stipulations that except as provided in the agreement executed between first party through its President Shri Toshinder Sikka, Secretary Shri Vijay Kumar Sharma and UPAVP on dated 1 June 2019 as mentioned in Clause C of this Memorandum of Understanding (Joint Development Agreement), the said land is free from all encumbrances, charges, liens and there is no defect in the title of the First Party. That the Second Party has checked and verified from all records available with the First Party, UPAVP, GDA, and UP Government about the First Party's full rights to the said property. However, in the event there will be any claim or claims made by any third party and/or there will be any litigation affecting the title of

COFMOW CO-OP HOUSING SOCIETY LTD.

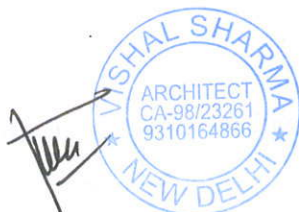
Secretary

Shadbolt Buildworld Private Limited
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Director

For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory



the First Party, it shall be the sole responsibility of the first party, to rectify the defect and make out a good and marketable title without causing any prejudice or loss to either party. The second party undertakes to fully support the first party if such circumstances emerge. The first party authorizes the second party to contest in any forum/court if any dispute regarding its title arises, along with the first party or in its individual capacity of second party. If the first party contest the suit for title with other party except the second party all costs for any / all such resolutions of disputes shall be borne by the second Party and the first party undertakes to fully co-operate to contest the suite if any arises.

6. PROJECT COST AND EXPENSES:

The total costs and expenses for development and construction of the project shall be solely borne by second party.

All expenses and other costs incurred towards external and internal development and construction relating to the project, will be borne by the Second Party. Till the final construction of flats and handing over

It was agreed that under the approved plan share of flats for the members of the society and the builder will be constructed simultaneously. It was further agreed that builder shall complete all the works as per the approved plan and obtain occupation certificate for all the flats. The second party shall give possession of the First party share of flats of the society for its members and second party allottees after obtaining completion certificate. It is understood by the first party that project involves substantial cost so it was further agreed that first party has no objection if the second party avails any credit facility against the constructed flats and construction thereon in order to make financial arrangements from any Bank/Financial Institutions/Non Banking Financial Corporations etc. However, it was expressly agreed by the Second Party that liability of repayment of loan is of Second party solely, first party will not be held responsible in any manner whatsoever.

7. MAINTENANCE OF THE PROJECT:

That over all maintenance of the entire project shall be undertaken by the second party till the date of completion of the project. After that completion of the project, Golfview Managing and Maintenance Company, who will be responsible and entitled to maintain the said project, club facility and charge maintenance charges from the second party-the developer share of flat owners, in its discretion. However flat owners of the first party can also use the club facility by paying the one time fee and monthly subscription to the Golfview Managing and Maintenance Company. Resident Welfare Association (RWA)

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shall be constituted by the flat owners of the first party within one year of grant of possession of flats and shall be responsible for maintenance and upkeep of the their towers in the complex. All common areas such as lobbies, staircases, lifts, corridors, parks, roads pathways and all common services shall be used by all the flat owners who holds the flat in the said complex. The second party is entitled to charge an onetime fees from all the flat owners (i.e. from first party or second party side) for the Club facilities, if any, constructed and provided. Also, the second party is entitled for receiving monthly maintenance fees, if any, for meeting recurring expenses for those facilities till the time the same are handed over to the Golfview Managing and Maintenance Company. It is understood that the flat owners of both the parties shall share open area after completion of the project.

8. OBLIGATIONS OF THE FIRST PARTY:

The First Party shall perform the following obligations:

- a. Not to cause any let or hindrances for development of the said land and the second party would be allowed to construct and develop the said land as per the scheme/approved maps by the UPAVP. The first party or its nominees/servants, /its authorized persons and others shall have no objection to day to day affairs and construction activities of the second party.
- b. To extend all co-operation and assist to obtain licences / sanction of plan from the concerned authorities for the development and construction of the said project and for the purpose to sign and execute all the papers/documents/applications etc at the cost of the Second Party.

OBLIGATIONS OF THE SECOND PARTY: That the second party with its own cost shall perform the following:

- a. To prepare and finalize the plans and application if required for construction of said project of the said land.
- b. To complete the entire project of construction of buildings and other facilities as per the approve plan and obtain occupation certificate for all the flats in all the buildings.
- c. To secure the occupation certificate for all the flats in the project, clearances from all concerned authorities, obtain no objection certificates or necessary permissions from GDA and/or Municipal Corporation of Ghaziabad, Fire Brigade Department and other concerned authorities for occupying the buildings and do all acts and deeds or things for the said purpose.

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- d. After completion of the project, the Second Party shall handover the first party share of flats to the managing committee of the first party any other agency authorized by the first party for allotment to its members.
- e. That the second party have right on their part to allot the flats under builder share to the buyers and carryout all other works and activity related to the project.

9. DEVELOPMENT AND COMPLETION OF THE PROJECT:

The scope of development of the project includes planning, designing, construction, development and marketing of the project by second party.

It is mutually agreed that second party will complete the project within a period of 48 months or less as mutually agreed by the parties subject to force majeure and after sanction of approved plan of the project by the competent authority. A grace period of six months may be granted on bonafide grounds only.

10. PROJECT MONITORING COMMITTEE (PMC):

It was further agreed that a PMC shall be formed with nominees of both the First party and Second party. It is agreed between parties that members of the PMC shall have rights to inspect all plans, drawings, designs, quality of material and construction etc and monitor progress of the project. Members of PMC shall have the right of visit and inspection of the project site buildings and all facilities and services. It is hereby understood between both the parties that there nominees in the PMC shall act in best possible way to achieve the task of construction of project in timely manner and will not cause any disruption to the day to day working. Also, PMC shall give notice of its intentions of actions (i.e. visits and inspection etc) at least 1 week in advance so as to make proper arrangements for fulfilment of their requirements.

11. PROJECT ACCOUNTS:

The Second party shall maintain proper books of accounts for the project, take necessary registration with Real Estate Regulation Authority (i.e. RERA), keep the money in a separate designated bank account. Any funds from this account shall be used only for development and construction of this and only this project. The second party will appoint an independent Chartered Accountant as an auditor in the normal course of business to get the books of accounts audited and submission of same to various stake holders (viz. Income tax department, Goods and Service Tax Department, RERA, Banks, Financial Institutions etc). PMC shall have the right to quarterly inspect the accounts. If they think necessary, they can get the accounts audited by an

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Secretary

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Director



For Shadbolt Buildworld Pvt. Ltd.

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independent Chartered Accountants annually for submission of report to first party at their own costs.

12. SALE PROCEEDS:

The second party shall have the right to market and sell its share of flats built in the project. The sale price and/or any other receipts from flat buyers shall be kept in nominated project account. It is also agreed between parties that second party will provide semi-constructed, first party share of flats of different sizes to members of society as agreed between both the parties in the above said terms and conditions of this Memorandum of Understanding (Joint Development Agreement). However at the time of offer of possession, maintenance charges and other allied charges will be applicable. The taxes (state tax, Goods and Service Tax, Educational Cess, labour cess, metro cess, any other type of tax levied or leviable) will be borne by the allottee of parties and second party is entitled to recover the above said charges from them to deposit the same to the concerned authorities and it is liability of first party on part of its allottees to recover the said charges from them and provide to the second party so as to enable it to deposit it before the concerned authorities, for the above said taxes. It is also hereby understood and agreed between both the parties that they are individually liable for their respective compliances and payments related to any laws applicable to them (For example:- Income tax, Goods and Service Tax, Company Act, RERA Act etc.)

13. It is agreed between parties that second party will complete all project related works and obtain completion/occupation certificate for flats as per norms of UPAVP, GDA, Municipal Corporation of Ghaziabad, UP Government or any/all other regulatory authorities.

14. MOBILIZATION OF WORK FORCE AND PAYMENTS:

The second party shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The second party shall meet costs of all construction material and shall be solely responsible for the payments of wages, ESI, Provident Fund and all other statutory dues to the workmen employed and sub-contractors as employed by the second party for execution and construction work undertaken by the second party under the agreement.

15. POWER TO SELL THERE RESPECTIVE SHARES:

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Director

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The first party hereby gives their express consent that the second party shall have the freedom to enter into agreements with the prospective purchasers for transferring or leasing the saleable area falling to the share of second party in the said project and also second party may enter into agreement with third party for selling its share of flats in the project. However, entire sales proceeds and/or other receipts of entire project will be deposited in the designated project account. It was further agreed that all funds received against booking of and sale of flats will be kept in nominated account and utilized only in the development and construction of flats. It was further agreed that annual accounts of the project will be audited by an independent Chartered Accountants and submitted to the society and other bodies as may be required by the regulatory agencies.

16. TERMS AND TERMINATION:

Terms

This Memorandum of Understanding (Joint Development Agreement) shall come into effect on the date of execution of Memorandum of Understanding (Joint Development Agreement) & shall remain valid up to completion of project.

Termination

This Memorandum of Understanding (Joint Development Agreement) may be terminated by the parties in following event:

In the event of either party committing a material breach of terms of this agreement. In that case, the first party shall return to the second party all the costs paid by the second party which were the liability of first party according to this Memorandum of Understanding (Joint Development Agreement), including but not limited to the amounts paid to UPAVP, GDA, Municipal Corporation of Ghaziabad, construction costs incurred up to the date of termination etc and the second party has reserves its right to claim any other expenses which were borne by itself until the termination of this Memorandum of Understanding (Joint Development Agreement)

17. GOVERNING LAW AND JURISDICTION:

This Memorandum of Understanding (Joint Development Agreement) shall be governed in all respect by the laws of India. The courts at Ghaziabad/UP, India alone shall have the exclusive jurisdiction.

18. CONFIDENTIALITY AND NON DISCLOSURE:

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Vishal Sharma

Secretary

Shadbolt Buildworld Private Limited

A. S. S. Director

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For Shadbolt Buildworld Pvt. Ltd.

[Signature]

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Each party shall keep all information and other materials passing between it and the other parties in relation to the project contemplated by this Memorandum of Understanding (Joint Development Agreement) and also in relation to land owners confidential and shall not, without the prior consent of the other party, divulge the information to any other person or use the information other than for carrying out the purposes of the Memorandum of Understanding (Joint Development Agreement).

In the event that for any reason this Memorandum of Understanding (Joint Development Agreement) be terminated and the transactions contemplated hereby not be implemented, the parties shall immediately return the information in relation to the other party, together with any copies in its possession.

19. FORCE MAJEURE :

In case of existence of a force majeure event, the affected party shall immediately notify the other party of the happening of any such event of force majeure. The affected party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of force majeure has come to an end or ceased to exist. In any other event, if a force majeure cause or causes shall continue for a period of 30 days, the parties hereto mutually discuss the matter and decide one or the other course of action to be taken.

20. CUSTODY OF ORIGINAL TITLE DEEDS:

The first party will provide the entire document of project land to second party for betterment of project, marketing, loan proposals to individuals and for the purpose of project approvals.

21. NAME OF PROJECT:

It is mutually agreed that the project shall be developed in the name of "GOLF VIEW HOMES".

22. MISCELLANEOUS:

No amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each party and such writings are expressly stated and accepted as being an amendment to the agreement.

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If any provision of this agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed to be amended or deleted in so far as reasonable inconsistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.

The first and second party have entered into this agreement on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the owners and developers.

All communications/notices between the parties shall be sent through registered AD/Speed post at the address of the parties given in this agreement against receipt by hand in case of mutual consent of both the parties.

23. BREACH AND CONSEQUENCES AND DISPUTE RESOLUTION:

In the event a breach by either party to this agreement, the other party (the aggrieved party) shall be entitled to specific performance of the contract and aggrieved party would be entitled to recover losses and expenses incurred as consequences of such material breach from the other party who breach the terms and conditions of this Memorandum of Understanding (Joint Development Agreement).

24. 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 GHAZIABAD/UP ONLY.

25. ARBITRATION:

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 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.

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सर्वोत्तम प्रमाणित

उत्तर प्रदेश आवास एवं विकास परिषद
(भूमि अर्जन अनुभाग)
104, महात्मा गांधी मार्ग, लखनऊ

भारतीय मानक ब्यूरो

ISO 15700



Bureau of Indian Standards

SQMS

पत्र संख्या:- 1537
सेवा में,

/एल0ए0सी0/एच0क्यू0 /

दिनांक :- 26/11/18

सचिव,
काफमो सहकारी आवास समिति लि0,
प्रशासनिक कार्यालय-200/1 तृतीयतल पॉकेट-40,
चितरंजन पार्क, नई दिल्ली-110027।

विषय:-परिषद की सिद्धार्थ विहार योजना, गाजियाबाद में समाविष्ट समिति की भूमि समायोजन के संबंध में।

महोदय,

कृपया उपर्युक्त विषयक अपने पत्र दिनांक 12.04.2017 का संदर्भ ग्रहण करने का कष्ट करें, परिषद की सिद्धार्थ विहार योजना, गाजियाबाद में समाविष्ट समितियों की भूमि के समायोजन संबंधी व्याख्यात्मक टिप्पणी मा0 परिषद की 235वीं बैठक दिनांक 12.04.2016 में मद सं0-235/47 पर प्रस्तुत किया गया, जिसमें निम्नवत् निर्णय लिया गया :-

“सर्वसम्मति से साम्यक विचारोपरान्त प्रस्ताव से अवगत हुए”।

मा0 परिषद के उपरोक्त निर्णय के क्रम में परिषद के कार्यालय आदेश सं0-137/एल0ए0सी0/एच0क्यू0 दिनांक 08.05.2014 को निरस्त करते हुए खण्ड कार्यालय से प्राप्त आख्या एवं अभिलेखों का पुनः परिशीलन किया गया। प्रश्नगत प्रकरण परिषद की दिल्ली बुलन्दशहर बाई पास मार्ग योजना (सिद्धार्थ विहार) गाजियाबाद से संबंधित है।

परिषद की इस योजना के लिये परिषद अधिनियम की धारा-28 व धारा-32 का प्रकाशन कमशः दिनांक 28.11.98 व दिनांक 12.10.2002 को कराया गया। भूमि अध्याप्ति अधिनियम की धारा-7/17 के आदेश/अधिसूचना शासन द्वारा दिनांक 24.06.03 को निर्गत की गयी। वर्ष-2006 में 200.8115 हेक्टेयर भूमि का कब्जा प्राप्त हो चुका है जिसमें समिति की भूमि भी सम्मिलित है। धारा-28 की विज्ञप्ति के पश्चात परिषद अधिनियम की धारा-30 के अधीन आपत्ति सुनवाई के समये समितियों की आपत्तियों पर विचारोपरान्त नियोजन समिति द्वारा संस्तुति की गयी कि “समितियों के सम्बन्ध में शासन द्वारा जारी शासनादेश-3600/9-आठ-3-99-20 एल0ए0/1992 दिनांक 22.10.1992 की शर्त जो समिति पूर्ण करेगी उसके सम्बन्ध में आवास आयुक्त द्वारा निर्णय लिया जायेगा। समिति का सुझाव है कि शासनादेश में उल्लिखित शर्तों को पूरा करने वाली समितियों की भूमि योजना के ले-आउट में नियमानुसार ट्रंक सेवाओं के लिये भूमि काटते हुए समायोजित करते हुए डिपॉजिट कार्य के रूप में परिषद भूमि विकास का कार्य करने पर विचार कर सकती है।” नियोजन समिति की संस्तुति परिषद की 178वीं बैठक दिनांक 16.11.2000 में मद सं0-178/62 पर अनुमोदित है। शासन से निर्गत धारा-31(2) की स्वीकृति में सहकारी आवास समितियों की भूमि समायोजन के सम्बन्ध में किसी शासनादेश का उल्लेख न करके यह अंकित किया गया है कि “सहकारी आवास समिति से शासन की पूर्व अनुमति से परिषद द्वारा विकास शुल्क लिया जायेगा।” वर्तमान में सहकारी आवास समितियों की भूमि समायोजन हेतु शासनादेश सं0-4128/9-आ-3-2002-20एल0ए0/92(आ0ब0) दिनांक 22.10.2002 प्रभावी हैं। संदर्भित शासनादेश के प्रस्तर-2(1) में यह व्यवस्था है कि “सहकारी आवास समिति ने भूमि अर्जन की धारा-4 (परिषद अधिनियम की धारा-28) की विज्ञप्ति के दिनांक से कम से कम 18 माह पूर्व पंजीकृत बैनामे द्वारा भूमि कय की हो अथवा सदस्यों के भूमि की रजिस्ट्री कर रखा हो। यदि कुछ भूमि धारा-4 की विज्ञप्ति के दिनांक से 18 माह पूर्व में कय की हो और कुछ भूमि बाद में कय की हो तो प्रस्तावित सुविधा केवल 18 माह पूर्व में कय की गयी भूमि के संबंध में ही प्राप्त होगी। यह भी स्पष्ट किया जाता है कि कय करने का तात्पर्य भूमि के बैनामे से है न कि “एग्रीमेन्ट टू सेल” से अर्थात् सुविधा केवल उस भूमि के सम्बन्ध में देय होगी, जिसका पंजीकृत बैनामा होगा।”

उपर्युक्त संदर्भित शासनादेश की शर्त एवं मा0 उच्च न्यायालय के आदेश से प्रभावित काफमो सहकारी आवास समिति लि0 गाजियाबाद का विवरण निम्नवत् है-

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Secretary

Director

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परिषद की योजनान्तर्गत ग्राम-मिर्जापुर में काफ़ी सहकारी आवास समिति लि०, गाजियाबाद द्वारा खसरा संख्या-201/3/1 में 3.947 हेक्टेयर भूमि द्वारा बैनामा वर्ष 1990 में कय की गयी है। यह समिति संदर्भित शासनादेश दिनांक 22.10.2002 की शर्त (धारा-28 की विज्ञप्ति के 18 माह पूर्व) को पूर्ण करती है।

इस समिति की समायोजन योग्य 3.947 हेक्टेयर भूमि ग्राम-मिर्जापुर के खसरा संख्या-201/3/1 में स्थित है। इस खसरे के भूमि की स्थिति यह है कि ग्राम-मिर्जापुर के खसरा संख्या-201/3/1 में परिषद द्वारा कुल 5.308 हेक्टेयर भूमि अर्जित की गयी है, जिसके सापेक्ष 0.873 हेक्टेयर भूमि के लिए करार हेतु आवेदन प्राप्त हुए हैं। अर्थात् इस खसरे में $5.308 - 0.873 = 4.435$ हेक्टेयर भूमि शेष बचती है। इस अवशेष भूमि में से काफ़ी सहकारी आवास समिति द्वारा 3.947 हेक्टेयर है। इस तथ्य की पुष्टि प्रश्नगत योजना के अभिनिर्णय दिनांक 31.08.2015 एं खण्ड कार्यालय द्वारा प्राप्त आख्या से होती है।

उपर्युक्त विवरण से स्पष्ट है कि शासनादेश की शर्त के अनुसार काफ़ी सहकारी आवास समिति ग्राम-मिर्जापुर के खसरा संख्या-201/3/1 की कुल 3.947 हेक्टेयर भूमि योजना में समायोजित कराने के लिए पात्र है। जिसकी गणना निम्नवत् है :-

वर्तमान में समितियों की भूमि समायोजन हेतु प्रभावी शासनादेश संख्या-4128/9-आ-3-2002-20एल०ए०/92(आ०ब०) दिनांक 22.10.02 में प्राख्यापित शर्तों के अनुसार समायोजन योग्य भूमि की गणना :-

- | | | |
|----|--|---|
| 1. | समिति की समायोजन योग्य भूमि का क्षेत्रफल | = 3.947 हे०
या 9.7530 एकड़ |
| 2. | समायोजन योग्य भूमि एक ही पाकेट के रूप में मानते हुए शासनादेश के अनुसार समायोजन से पूर्व 5 प्रतिशत कटौती नहीं की जानी है। | |
| 3. | मा० परिषद की 235वीं बैठक के निर्णयानुसार 50 प्रतिशत भूमि का क्षेत्रफल | = 4.8765 एकड़
अर्थात् 19735.00 वर्गमी० |

समिति की 3.947 हे० अर्थात् 9.7530 एकड़ समायोजन योग्य भूमि एक ही स्थान पर होने के कारण शासनादेश के अनुसार 5 प्रतिशत की कटौती नहीं की जानी है। मा० परिषद की 235वीं बैठक दिनांक 12.04.201 में लिये गये निर्णय के अनुसार समिति की कुल भूमि का 50 प्रतिशत अर्थात् भूमि 9.7530 एकड़ का 50 प्रतिशत 4.8765 एकड़ (19735.00 वर्गमी०) भूमि समिति को दिया जाना है।

अतः निम्नलिखित शर्तों के अधीन काफ़ी सहकारी आवास समिति लि०, गाजियाबाद की भूमि को उपर्युक्त गणना के अनुसार योजना में समायोजित किया जाना है।

शर्त:-

- परिषद द्वारा अविकसित क्षेत्र के रूप में भूमि उपलब्ध करायेगी।
- यदि समिति परिषद से आन्तरिक विकास कार्य कराना चाहती है तो परिषद स्वीकृत लेआउट के अनुसार नियमानुसार आन्तरिक विकास कार्य वास्तविक व्यय पर डिपाजिट कार्य के रूप में किया जायेगा।
- यह कि समिति की समायोजित की जा रही भूमि से संबंधित यदि कोई वाद विवाद प्रकाश में आता है तो इसके लिये परिषद उत्तरदायी नहीं होगी, इसका सम्पूर्ण उत्तरदायित्व समिति का होगा।
- समायोजन के पश्चात देय भूमि का नियमानुसार परिषद के वास्तविक दर के आधार पर समानुपातिक रूप से विकास शुल्क लिया जायेगा।
- समिति को देय भूमि का परिषद नियमानुसार विकास शुल्क के अतिरिक्त 10+2 प्रतिशत प्रीहोल्ड चार्ज शुल्क भी लिया जायेगा। बहुमंजलीय निर्माण की दशा में देय विकास शुल्क का 1.5 गुना शुल्क रोपित किया जायेगा।
- उक्त कॉम्पेक्ट क्षेत्र में समस्त आवासीय एवं अन्य सेवाओं से संबंधित भूखण्ड है, जो परिषद द्वारा एक्सचेंज डीड से समिति को हस्तान्तरित की जायेगी।
- समिति को विकास शुल्क एवं प्रीहोल्ड चार्ज शुल्क के भुगतान के सम्बन्ध में परिषद के साथ अनुबन्ध निष्पादित करना होगा।
- अनुबन्ध को तैयार करने का खर्चा, देय रजिस्ट्रेशन फीस व स्टाम्प शुल्क समिति अपनी सहमति से वह करेगी।
- समिति को समायोजित की जा रही भूमि का प्रतिकर या अन्य कोई धनराशि देय नहीं होगी और न ही समिति द्वारा कोई अन्य भुगतान किया जायेगा।

CO-OWNED HOUSING SOCIETY LTD.

Shadbolt Buildworld Private Limited

De Enan
Secretary

Director
Director




For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

Authorised Signatory

10. समिति को उपलब्ध करायी गयी भूमि में भूखण्डों के आकार का निर्धारण एवं आवंटन सहकारी समिति द्वारा ही किया जायेगा, परन्तु इसमें निबन्धक सहकारी आवास समितियों के प्रतिनिधि को सम्मिलित किया जायेगा।
11. समिति के सदस्यों को आवंटित भूखण्ड के संबंध में योजना के अन्य आवंटियों की भांति परिषद एवं अन्य स्थानीय निकाय द्वारा समय-समय पर निर्धारित कर आदि का भुगतान करना होगा।
12. समायोजित की गयी भूमि का आन्तरिक ले-आउट आवास एवं विकास परिषद की भवन निर्माण उपविधि में निर्धारित मानकों के अनुसार तैयार किया जायेगा तथा इस पर अनिवार्य रूप से आवास एवं विकास परिषद का अनुमोदन प्राप्त किया जायेगा। भूमि का आन्तरिक लेआउट प्लान परिषद के सम्पूर्ण (over all) ले-आउट प्लान से भी एकीकृत करना होगा।
13. नियमानुसार विकास शुल्क की धनराशि परिषद कोष में जमा हो जाने एवं परिषद के साथ अनुबन्ध निष्पादित हो जाने के पश्चात ही भूमि समायोजन की कार्यवाही सम्पन्न मानी जायेगी।
14. उपर्युक्त शर्तों में से किसी एक भी शर्त पूर्ण न करने अथवा शर्त का उल्लंघन करने पर समायोजन का आदेश निरस्त करने का अधिकार उ०प्र० आवास एवं विकास परिषद के पास सुरक्षित रहेगा।
15. किसी भी बिन्दु पर परिषद व समिति के मध्य विवाद उत्पन्न होने की दशा में जिलाधिकारी, गाजियाबाद को आर्बीट्रेटर (विवाचक) नियुक्त किया जायेगा, जो समिति को मान्य होगा।

अतः उपर्युक्त शर्तों पर भूमि योजना में समायोजित किये जाने पर समिति की सहमति उपलब्ध कराने का कष्ट करें, ताकि समिति से नियमानुसार विकास शुल्क आदि जमा कराये जाने के संबंध में अनुबन्ध निष्पादन की अग्रेतर कार्यवाही की जा सके।


(अनंद चौहान)
आवास आयुक्त

प्रतिलिपि:- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. मुख्य अभियन्ता, उ०प्र० आवास एवं विकास परिषद, मुख्यालय, लखनऊ।
2. मुख्य वास्तुविद् नियोजक, उ०प्र० आवास एवं विकास परिषद, मुख्यालय, लखनऊ को इस निर्देश के साथ प्रेषित की समिति की समायोजित की गयी भूमि को योजना के लेआउट में नियोजित करना सुनिश्चित करें।
3. अधीक्षण अभियन्ता, सप्तम वृत्त, उ०प्र० आवास एवं विकास परिषद, गाजियाबाद।
4. अधिशारी अभियन्ता, निर्माण खण्ड-16, उ०प्र० आवास एवं विकास परिषद, गाजियाबाद को इस निर्देश के साथ कि स्थानीय स्तर पर पुनः स्वामित्व के प्रपत्रों एवं भौतिक स्थिति यथा एक ही स्थान पर है कि नहीं, का परीक्षण करते हुए समिति की उपर्युक्त समायोजित की गयी भूमि का लेआउट व विकास शुल्क एवं अन्य शुल्कों की वसूली करने हेतु गणना पत्र व समिति के साथ किये जाने वाला अनुबन्ध प्रारूप तत्काल उपलब्ध कराने का कष्ट करें।

आवास आयुक्त

COFMOW CO-OP HOUSING SOCIETY LTD.

Secretary

Shadbolt Buildworld Private Limited

Director




Buildworld Pvt. Ltd.
Authorised Signatory

Annexure - B

COFMOW CO-OPERATIVE HOUSING SOCIETY LTD.

200/1, 3rd Floor, POCKET-40, CHITTARANJAN PARK, NEW DELHI - 110019

200/1, SECTOR-3, RACHNA, VAISHALI, GHAZIABAD-201010

TEL. : 9354196904, 9810034067

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE MANAGING COMMITTEE OF COFMOW COOPERATIVE HOUSING SOCIETY LTD. HELD ON 19TH May, 2019 AT THE REGISTERED OFFICE OF THE SOCIETY AT 11:30 AM.

RESOLVED THAT the Consent of the Managing Committee of the Society be and is hereby accorded for the execution and signing of the "JOINT DEVELOPMENT AGREEMENT" to be entered into with the most eligible company and the draft of which is placed duly initialed by the President for the purpose of identification.

RESOLVED FURTHER THAT the Managing Committee of the Society has hereby decided to authorize the Secretary Sh.Vijay Kumar Sharma and the President Sh.Toshinder Sikka as the authorized signatory to execute and sign severally/jointly the said Agreement and all documents related to it and do all such acts, deeds and things as may be required in this regard to implement and give effect to this Agreement on behalf of the Society.

Signatures of the Authorised Persons :

Name	Signatures
------	------------

1. Sh. Vijay Kumar Sharma (Secretary)

[Signature of Sh. Vijay Kumar Sharma]

2. Sh. Toshinder Sikka (President)

[Signature of Sh. Toshinder Sikka]

RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by the Managing Committee members of the Society.

For the COFMOW COOPERATIVE HOUSING SOCIETY LTD.

(MANAGING COMMITTEE MEMBERS)

[Handwritten signatures of Managing Committee members]



For Shadbolt Buildworld Pvt. Ltd.
[Signature]
Authorised Signatory

Annexure - C

SHADBOLT BUILDWORLD PRIVATE LIMITED

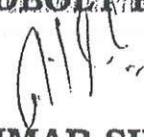
CIN : U70200HR2018PTC075541

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF "SHADBOLT BUILDWORLD PRIVATE LIMITED" ON MONDAY, MAY 27, 2019, AT G - 12A, SECTOR -39, NOIDA, GAUTAM BUDDH NAGAR, UTTAR PRADESH - 201301 AT 01:30 PM.


"RESOLVED THAT Mr. AMIT KUMAR SINGH, DIRECTOR OF THE COMPANY be and is hereby authorized to execute and sign all the statutory Agreements, Documents and papers as may be required for Joint Development Agreement with COFMOW COOPERATIVE HOUSING SOCIETY LTD. and to appear before such authorities as may be necessary for giving effect to said deal and to attend to all matters incidental thereto."

Certified true copy

For **SHADBOLT BUILDWORLD PRIVATE LIMITED**


Director
AMIT KUMAR SINGH
DEEKSHA DUBEY
DIRECTOR
DIN : 07055499

Shadbolt Buildworld Private Limited


Director
DIRECTOR
DIN: 08215986



For Shadbolt Buildworld Pvt. Ltd.


Authorized Signatory

**Registered Office Address : Office No. 513, Cabin No. 2,
3rd Floor, Deep Plaza Complex Opp. District Court, Gurgaon
Haryana - 122001**

Email : overseasinfra@gmail.com

Ph No. 011 - 0880008527

ANNEXURE -D

As per the terms and conditions decided in the Memorandum of Understanding (Joint Development Agreement), "the Second Party" has hereby agreed to provide the ready built up flat to the first party for distribution among its members measuring the following area described in two parts i.e. part 1 and part 2 here. As part 1 consists of category A and category B and Part 2 consists category C here as follows:-

PART 1

Category A: - All the members belonging to the bigger category will be provided a semi-finished builtup flat having area of 1750 square foot approximately by "the Second Party". Here the expression "bigger party" means that party who is eligible to get 200 Square Yards of land after adjustment of the land by UPAVP, as the said adjustment has been described in Annexure A annexed to this Memorandum of Understanding (Joint Development Agreement)

Category B: - All the members belonging to the smaller category will be provided a semi-finished builtup flat having area of 875 square foot approximately by "the Second Party". Here the expression "smaller party" means that party who is eligible to get 100 Square Yards of land after adjustment of the land by UPAVP, as the said adjustment has been described in Annexure A annexed to this Memorandum of Understanding (Joint Development Agreement)

PART 2

Category C:- This category consists the second party's share with full rights for marketing, selling and this category consists the remaining flats/construction out of the total constructed flats, excluding the flats belonging to Category A and Category B mentioned above in Part 1, will be considered the share of second party.

COFMOW CO-OP. HOUSING SOCIETY LTD.

[Signature]

Secretary

Shadbolt Buildworld Private Limited

[Signature]

Director



For Shadbolt Buildworld Pvt. Ltd.

[Signature]
Authorised Signatory

भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
पहचान पत्र
IDENTITY CARD



निर्वाचक का नाम : वरुण त्यागी
Elector's Name : Varun Tyagi
पिता का नाम : राज कुमार त्यागी
Father's Name : Raj Kumar Tyagi

लिंग / Sex : पुरुष Male
1.1.2006 को आयु : 21
Age as on 1.1.2006

Handwritten signature

भारत निर्वाचन आयोग
GOVERNMENT OF INDIA
आदि आर आर
Admi ka Adhikar

आदि आर आर
Admi ka Adhikar
जन्म तिथि/DOB: 19/10/1982
पुरुष / MALE

9399 0811 9802
VIB: 9109 9469 5282 7477

नेर आर आर, नेर पहचान

Aadhaar-Aam Admi ka Adhikar

भारत निर्वाचन आयोग
GOVERNMENT OF INDIA

विषय कुमार शर्मा
Vijay Kumar Sharma
जन्म तिथि/DOB: 25/11/1956
पुरुष / MALE

8138 6568 4936

पहचान पत्र संख्या :- FVX4996302

पता
ब.सं. : एस डी 164
गली/मोहल्ला : शास्त्री नगर
ग्राम/नगर : गाजियाबाद
थाना : कविनगर
जिला : गाजियाबाद

Address
H.No. : SD 164
Strt/Mohalla: Shastri Nagar
Vill/Town : Ghaziabad
PoliceStn. : Kavinagar
Distt. : Ghaziabad
Pin :

निर्वाचक रजिस्ट्रार अफिसरी के
हस्ताक्षर की अनुकृति
निर्वाचन क्षेत्र 372-गाजियाबाद
Facsimile Signature of
Electoral Registration Officer
for 372- Ghaziabad

स्थान : गाजियाबाद दिनांक : 14/01/2007
Place : Ghaziabad Date

इस कार्ड को विभिन्न सरकारी योजनाओं के अन्तर्गत पहचान
पत्र के रूप में प्रयोग किया जा सकता है।

This card can be used as an Identity Card
under different Government Programmes. 447/1310

SHISHAL SHARMA
ARCHITECT
CA-98/23261
9310164866
NEW DELHI

भारत निर्वाचन आयोग
GOVERNMENT OF INDIA
आदि आर आर
Admi ka Adhikar

आदि आर आर
Admi ka Adhikar
जन्म तिथि/DOB: 12-12-1956
पुरुष / MALE

9399 0811 9802
VIB: 9109 9469 5282 7477

1800 300 1947
helpline@ecis.gov.in
www.ecis.gov.in
P.O. Box No. 1947
Bengaluru-560 001

आदि आर आर
Admi ka Adhikar
जन्म तिथि/DOB: 12-12-1956
पुरुष / MALE

9399 0811 9802
VIB: 9109 9469 5282 7477

For Shadbelt Buildworld Pvt. Ltd.

Authorised Signatory

The provision 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 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 GHAZIABAD/UP. 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.

26. IN WITNESS WHEREOF the parties hereto have signed this JOINT DEVELOPMENT AGREEMENT on the day, month and the year first above written.

Witness:
नाम - वसन्त चव्हाणी

S/o श्री राजकुमार चव्हाणी
50-164, मा. हजिमत
गजियाबाद

Saurav
(2)
नाम - समीर भादवि
S/o महेन्द्र नाथ भादवि
अ/न A, दिणपुरी
कानपुर

Signed and delivered by the

COFMOW COOPERATIVE HOUSING SOCIETY LTD
COFMOW CO-OP HOUSING SOCIETY LTD.

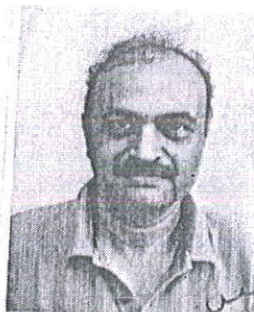
Through Authorized Signatory

Shadbolt Buildworld Private Limited

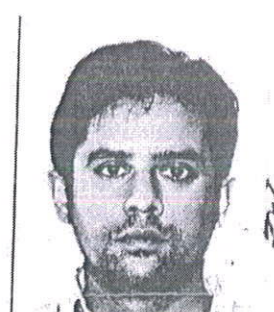
Director

M/s SHADBOLT BUILDWELL PRIVATE LIMITED

Through Director



Saurav



Page 17 of 17




For Shadbolt Buildworld Pvt. Ltd.

Authorised Signatory

आवेदन सं०: 201900739055383

बही संख्या 4 जिल्द संख्या 689 के पृष्ठ 335 से 384 तक
क्रमांक 2075 पर दिनांक 03/06/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


दयानन्द प्रभारी

उप निबंधक : सदर पंचम

गाजियाबाद

03/06/2019



For Shadolt Buildworld Pvt. Ltd.


Authorised Signatory