

8009

Sr. No.	1870
Amount	282
Purpose/Use	
07 FEB 2022	
R.S. MALIK STAMP VENDOR (Kadipur, Gurugram (Lic. No.	

MANIEN-ER Saini Sto Ramesh
Saini SEC-12 GARY GRAM



किसम वकील - Callaborator A/s

वकील संख्या - 11533

दिनांक - 26-12-19

Attended

कृते: संयुक्त सब रजिस्ट्रार
कादीपुर, गुरुग्राम

07 FEB 2022

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 24/12/2019

Certificate No. GOX2019L467



Stamp Duty Paid : ₹ 2040000

GRN No. 61142393



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dharambir

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Dhanvapur

District: Gurugram

State: Haryana

Phone: 0

Others: Etc



Buyer / Second Party Detail

Name: Apricus Hills PvtLtd

H.No/Floor: 217

Sector/Ward: P/9

LandMark: 1 st floor

City/Village: Delhi

District: Delhi

State: Delhi

Phone: 0

Purpose: collaboration

11533
26/12/19

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

For Apricus Hills Pvt. Ltd.

Authorized Signatory

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon on this ___th day of _____, 2019.

BETWEEN

1. Sh. Dharambir .AADHAR(670317850417)
2. Sh. Ajay .AADHAR(251581400886)
3. Sh. Vijay .AADHAR(530538394016)

both of S/o Sh. Nand Ram R/o Dhanwapur tehsil-kadipur Dist:Gurugram Haryana,

कृते: संयुक्त सब रजिस्ट्रार



24/12/19

मजदूर

प्रलेख नं:11533

दिनांक:26-12-2019

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 10200000 रुपये

स्टाम्प ड्यूटी की राशि 204000 रुपये

स्टाम्प नं : G0X2019L467

स्टाम्प की राशि 2040000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:61142919

पेस्टिंग शुल्क 0 रुपये

Drafted-By:SHIV KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 26-12-2019 दिन गुरुवार समय 3:31:00 PM बजे श्री/श्रीमती /कुमारी
DHARAMBIR पुत्र NAND RAM AJAY पुत्र NAND RAM VIJAY पुत्र NAND RAM SWIKAR पुत्र NASIB SINGH RAHUL
KUMAR पुत्र NASIB SINGH MANOJ पुत्र BALA ARUN पुत्र BALA KUMARI GAYTRI पुत्री BALA निवास DELHI GATE
JHAJIAR HR द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

धरम्बिर अजय विजय
स्वीकार
गायत्री विजय स्वामी

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN KUMARI GAYTRI

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी APRICUS HILLS PVT LTD thru DHEERAJ SOODOTHER हजिर है। प्रस्तुत
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV GGM व
श्री/श्रीमती /कुमारी SHIV KUMAR पिता ---
निवासी ADV GGM ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

4. Sh. Swikar. AADHAR(721356172204)

5. Sh. Rahul kumar AADHAR(311142115214)

both of S/o Sh. Nasib singh R/o delhi gate mohlla jhajjar 124103 Haryana

6. Sh. Manoj. AADHAR(476593441240)

7. Sh. Arun. AADHAR(205795334320).

both of S/o Smt. Bala ,

8. kumari Gaytri D/o Smt. Bala .AADHAR(443499646633)

R/O Delhi Gate Mohlla Jhajjar 124103 Haryana

hereinafter referred to as "The LAND OWNERS", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, legal representatives, successors, nominees and permitted assigns of the **FIRST PART**

AND

M/s Apricus Hills Private Ltd., a company registered under the provisions of The Companies Act, 1956, having its registered office at house no. 217, First Floor, Gali No. P-9, Chuna Mandi Paharganj Delhi Central Delhi. DI-110055 IN. Through Dheeraj Sood S/o Shri R.K.Sood authorized to enter into the present agreement on behalf of company wide resolution passed in the meeting of the board of directors held on 20th December, 2018 herein after referred to as "THE DEVELOPER" Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, executors, administrators, successors and assigns of the of the **SECOND PART**, The parties of the **FIRST** and the **SECOND PART** are hereinafter collectively referred to as "Parties" and individually as "the Party".

DEFINITION

Definitions – in this agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

a. "Agreement" Shall mean this agreement including all schedule attached hereto or incorporated herein reference, as may be amended by the parties from time to time.

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order decree, ruling, bye-law, approval of any statutory or government authority, directive, guidance, policy, clearance, requirement or other governmental restrictions or any similar form of decision of or determination by, or any interpretation or administration having force jurisdiction over the matter in question, whether in effect as of the effective date or at any time there,

c. "Approvals" means ant permission, approval, sanction, clearance, consent, letter of intent, the license, lay out plans, building plans, order, decree, authorisations, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any governmental authority required under any statute or regulation for designing, planning, constructions, development, marketing and sale of the project, contemplated under this Agreement.

For Apricus Hills Pvt. Ltd.
Authorized Signatory

L.I.T
राष्ट्रम

एम.ए.ए. 2
गायत्री

Ajay Vijaykumar

कृते: संयुक्त सब रजिस्ट्रार

3/20/1

कादापर. गरुग्राम न 7 ECR 7077

मनोप
स्वीकार

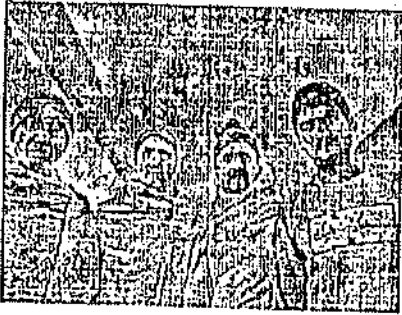
Reg. No.

Reg. Year

Book No.

11533

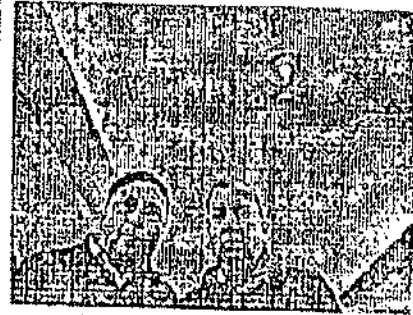
2019-2020



पेशकर्ता



दावेदार



गवाह



धराम्बीर 2 Ajay स्वाकार गायत्री

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN KUMARI GAYTRI

दावेदार :- Thru DHEERAJ SOOD PHERAPRICUS HILLS PVT LTD

गवाह 1 :- DEEPAK

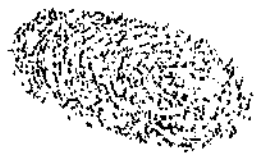
गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि, यह प्रलेख क्रमांक 11533 आज दिनांक 26-12-2019 को बही नं 1 जिल्द नं 217 के पृष्ठ नं 125.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 790 के पृष्ठ संख्या 51 से 52 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 26-12-2019

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)



- d. "Government Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub division thereof, including any municipality, district or other sub division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the project,

WHEREAS:

The LAND OWNERS have represented that they are the owners and in possession of the land bearing Sh. Dharambhr, Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram R/o Dhanwapur tehsil-kadipur disst: gurgram Haryana, and land measuring Khewat No. 272 min, Mustkil No. 18, Kila no. 11 min (0-10), 18/2 (5-13), 19/2 (5-11), 20 (7-0), 21/1 (3-10) Kita 5 Rakba 22 Kanal 4 Marla. salam sabre

Sh. Swikar, Sh. Rahul, both of S/o Sh. Nasib singh 1/4 share R/o Delhi gate mohlla jhajjar 124103 Haryana

Sh. Manoj, Sh. Arun, both of S/o Smt. Bala 1/6 Share or Kumari Gaytri D/o Smt. Bala 1/12 share R/o delhi gate mohlla jhajjar 124103 Haryana

Sh. Dharambeer, Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram 1/2 share R/o Dhanwapur, tehsil - Kadipur disst : gurugram, Haryana, and land measuring. khewat no.272min Mustkil No. 18, Kila No. 12/2/2 (6-5), 13 (7-11), 18/1 (2-7), 19/1 (2-9), Kita 4 Rakba 18 Kanal 12 Marla.



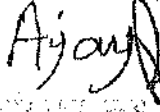
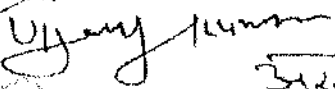
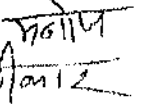
Total Land 40 Kanal 16 Marla. situated within the revenue estate of village Dhanwapur, Sector 104, Tehsil kadipur and District Grugram vide Jamabandi for the year of 2005-2006 and mutation no.4013,4803,5226,(hereinafter referred to as 'the said Land'). That the said land has been more specifically shown in the attached map (schedule A) and has been shown in color Yellow.

- e. The LAND OWNERS have represented that they have unimpeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustments), liability(s), litigation(s) or any Encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the State of Haryana without any impediment of any nature. The LAND OWNERS have represented and assured that there is absolutely no encumbrance or obstruction in the title and possession of the said land or in the entitlement and capability of the land owners to enter upon the present Joint Development Agreement.

- f. The land owner assures that they have not executed any agreement for the said land owner signing of this agreement shall not sell their share of land to any third party without taking NOC from the developer if due to any financial requirement funds are

For Apricut Mills Pvt. Ltd.
Authorized Signatory


L.I.T
21/5/06


    


required they can only sell their share of land to M/s Apricus Hills Pvt. Ltd. M/s Apricus Hills Pvt. Ltd. will have the first right to purchase.

- g. The DEVELOPER is a reputed real estate company and holds sufficient expertise in the development of Colonies, Group Housing Schemes, Commercial Towers and Shopping Complexes etc. and has developed various projects in and around Gurgaon.
- h. The DEVELOPER has in good faith relying on the representations and confirmations of the LAND OWNERS accepted the proposal of the LAND OWNERS and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the recitals contained above shall form part and parcel of this Joint Development Agreement.
2. **SUBJECT MATTER:** That the subject matter of this agreement between the LAND OWNERS and the DEVELOPER is the said land admeasuring **Total Land 40 Kanal 16 Marla**, situated within the revenue estate of village Dhanwapur Sector 104, Tehsil kadipur and District Gurugram vide Jamabandi for the year of 2005-2006 for utilizing the same for construction and development of a Group Housing colony including but not limited to Affordable Housing Project by the DEVELOPER.
3. **CONSIDERATION:**
 - a. In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Joint Development Agreement and other good and valuable- consideration, each of the Parties hereby agree, as follows,

For Apricus Hills Pvt. Ltd.

 Authorized Signatory

L.1.7 216m

 एम आर 2

गजनी
 Ajay

अनंत
 Vijay Kumar

गोपी
 21/11/12

	Issued To	Drawn On	Cheque No.	Date	Amount
1.	Dharmbir	VIJAYA BANK	301180	23/12/2019	27,77,778/-
2.	Ajay	VIJAYA	301179	23/12/2019	27,77,778/-
3.	Vijay	VIJAYA	301176	23/12/2019	27,77,778/-
4.	Swikar	VIJAYA	301184	23/12/2019	4,16,666/-
5.	Rahul	VIJAYA	301185	23/12/2019	4,16,666/-
6.	Manoj	VIJAYA	301194	23/12/2019	2,77,778/-
7.	Arun	VIJAYA	301195	23/12/2019	2,77,778/-
8.	Gaytri	VIJAYA	301193	23/12/2019	2,77,778/-

1. The share of parties would be as under:
- Share of the LAND OWNERS – 35%
 - Share of the DEVELOPER – 65%

4. POSSESSION OF THE SAID LAND

- a. That the possession of the said land has been transferred to the DEVELOPER by the LAND OWNERS simultaneously to execution of the present agreement, enabling the DEVELOPER to carry out its obligations enunciated in the present agreement and to develop Group Housing Colony including but not limited to Affordable Housing Project on the Said Land. Such delivery of possession does not requires any other act on the part of the LAND OWNERS or the DEVELOPER such as execution of a possession letter etc and the actual and physical possession of the said land has vested with the DEVELOPER simultaneously upon execution of the present agreement. After the execution of this agreement, in the event of any dispute arising with any party relating to title, possession, tenancies pertaining to the said Land or any part thereof, the same shall be settled by LAND OWNERS at their own cost and risks and the possession of the said Land which vests with the DEVELOPER, shall not be disturbed by the LAND OWNER for any reason.
- b. That it is agreed between the parties after the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above-mentioned project shall not be disturbed in any manner and DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the structure of the building has been completed. The DEVELOPER assures the LAND OWNERS to complete the Project as per Affordable Housing Policy.

Priscious Hills Pvt. Ltd.
Authorized Signatory

2/12/19

2/12/19

2/12/19
Ajay

2/12/19
Vijay

2/12/19
Manoj

कले. संयुक्त सब रजिस्ट्रार

5. AUTHORIZATIONS

The LAND OWNERS undertake to sign all such applications, documents, NOC and declarations that may be required by the DEVELOPER with respect to the said Land and further the Land Owners hereby authorize the DEVELOPER to submit all such applications and to follow up on its behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit.

6. LAND FREE OF CHARGES & LIENS

- a. The LAND OWNERS represent and assure the DEVELOPER that the said Land is in their peaceful and LAND OWNERS have unimpeachable and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, prior mortgages or encumbrances of any kind whatsoever and shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into the Joint Development Agreement relying/acting upon these declarations and representations / undertakings of the LAND OWNERS.
- b. The LAND OWNERS represent that all charges, such as land revenue, taxes, etc. with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The LAND OWNER further undertakes to bear and pay all such charges and dues up to the date of execution of the present agreement. The LAND OWNERS agree that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the present agreement provided the charges pertain to the period prior to the date of the present agreement.

7. LICENSE, APPROVALS, HRERA & ETC

- a. That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities as well as HRERA for developing of a Group Housing Colony including but not limited to Affordable Housing Project. The LAND OWNERS agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land and to irrevocably vest in it all the authority of the LAND OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions, approvals and HRERA for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions and HRERA from the concerned authorities shall be incurred and paid by the DEVELOPER.

For Apricus Hills Pvt. Ltd.
Authorized Signatory



21/5/23

Handwritten signature

Ajay

Handwritten signature

Handwritten signature

3/11/21

Handwritten signature

- b. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the said land as may be in force in the area presently or in future.
- c. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for a Group Housing Colony including but not limited to the Affordable Housing Project and get them approved / sanctioned from the competent authority(s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed a Group Housing Colony including but not limited to Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.
- d. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the DEVELOPER will be paid by the DEVELOPER responsibility of the developer.
- e. That thereafter, the cost of construction of the said a Group Housing Colony including but not limited to Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project obtaining occupation/completion certificate, payment of compounding fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be wholly deducted from the sale consideration received by sale of apartments in the project.
- f. That the DEVELOPER shall apply for License for a Group Housing Colony including but not limited to Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to executed collaboration contract. The DEVELOPER shall complete all formalities for obtaining permission for change of land use/licence. The LAND OWNERS assures to return the amount mentioned in Sub-Clauses of 3(a) in case the permission for change of land use/licence is not granted by the competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the requisite permission/ grant of licence for development of the said land.

That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land a proposed a Group Housing Colony including but not limited to Affordable Housing Project in accordance with the terms of this Agreement.

Apricus Homes Pvt. Ltd.

Authorized Signatory

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एन.वी. अजय

जि.एन.टी.

विजय कुमार

मोहन

श्री. अ. र.

कृते: संयुक्त सब रजिस्ट्रार

- h. That the LAND OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the LAND OWNERS shall on receipt of any request from the DEVELOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement as earlier as possible.
- i. That the DEVELOPER shall be entitled to the refund of any amount, fees, security deposit, bank guarantee and other deposits of whatsoever nature deposited by the DEVELOPER with government or any other statutory authorities for seeking various approvals etc. for the said building. The LAND OWNERS undertake that within Thirty (30) days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the DEVELOPER.

8. EXECUTION OF POWER OF ATTORNEY:

The LAND OWNERS have executed irrevocable registered Special Power of Attorney(s) and General Power of Attorneys in favour of the DEVELOPER/it's nominee(s), simultaneously to the execution of the present agreement which include raise construction thereupon, make all the applications to and represent the LAND OWNERS before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) contains the right to sub-delegate all or any of the powers contained therein and also includes the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the rights to transfer/alienate the areas forming part of the project. The said Irrevocable General Power of Attorney(s) shall not be cancelled by the LAND OWNERS. A General Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this agreement /sell the constructed/developed portions of the project. There is no need of NOC from the LAND OWNERS regarding the abovementioned act and deeds to be performed by the DEVELOPER.

Apricus Hills Pvt. Ltd.
Authorized Signatory

9. DISPUTES/CLAIMS ON THE TITLE OF THE LAND OWNERS

- a. The LAND OWNERS hereby agree that in the event any claim is made by a person claiming title through or in trust for the LAND OWNERS or their predecessor-in title except government and any of their authorities , before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the LAND OWNERS to settle and satisfy the claims and secure the consent of such person (s), and likewise, if any document is found to exist which is inconsistent with the representations made by the LAND OWNERS or which is likely to cause any defect in the title of the LANDOWNERS, it shall be the responsibility of the Land Owners to cure such defects at their own costs.



ETZ AAR Ayay

ST/INT

Vijay Kumar

VATM

20/01/2

10. BUILT UP AREA AND RIGHT TO SELL/MARKETING/TRANSFER

- a. That the LAND OWNERS are aware of the fact that the a Group Housing Colony including but not limited to Affordable Housing Project over the Said Land shall be set up in accordance with the a Group Housing Colony including but not limited to Affordable Housing Policy. The LAND OWNERS are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/ agencies of the state. The LAND OWNERS are further aware that a comprehensive project report is required to be submitted by the DEVELOPER for the purpose of obtaining requisite licence/permission for establishment of the a Group Housing Colony including but not limited to Affordable Housing Project over the Said Land. The LAND OWNERS specifically agreed that the DEVELOPER shall be entitled to get the project report prepared for this purpose.
- b. The LAND OWNERS are further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The LAND OWNERS have examined the aforesaid policy in detail and is aware of the fact that parking facilities to be provided for two wheelers in the project. That Land Owners have given full authority to sell their share of apartment / built up area and allot parking to the opposed buyer.
- c. That advertisement would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials, to finalise the date of draw of lots for allocation/sale of apartments in the a Group Housing Colony including but not limited to Affordable Housing Project and intimate about the same to the LAND OWNERS
- d. That all office establishment expenses as may be required to be incurred by the developer for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be deducted from the sale consideration received by sale of apartments in the project.
- e. That land owner is aware that the developer shall be free to market, book and sell the apartments as per the policy of. a Group Housing Colony including but not limited to Affordable housing Project. And shall change twenty percent to the Land Owner of their sale proceeds of the share of Land Owner as administrative and incidental expenses.

For Adricus Hills Pvt. Ltd.
Authorized Signatory



That the Land owner undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

21533
 21/12/11
 2-9/Jan/12
 Ajay
 Vijay Kumar
 9

11. FORCE MAJEURE CONDITIONS

If the performance of this Agreement by the DEVELOPER is prevented in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout, riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) The DEVELOPER shall not be responsible for fulfilling its obligations contained in this agreement, even those which are time bound, during the subsistence of the force majeure conditions.

12. THE DEVELOPER SHALL ALSO:

- a. Endeavour to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- b. Inform the LAND OWNERS as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

13. UNDERTAKING OF THE LAND OWNERS

- a. The LAND OWNERS have assured the DEVELOPER that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and LAND OWNERS further agrees and undertakes:-
 - i. To accompany the DEVELOPER to the offices of Government of Haryana and to be present for site inspection as and when required by the DEVELOPER on prior intimation of three days and to sign / execute all the documents, letters and papers as and when demanded by the DEVELOPER, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities,
 - ii. Not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the DEVELOPER from obtaining expeditiously all approvals, occupation certificates, release of bank guarantees and refunds. etc.
 - iii. Not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said Land and / or conveyance / transfer of the said Land in terms of this Agreement.
 - iv. To render full assistance and cooperation to the DEVELOPER in completion of the construction works and all its other obligations under this Agreement.
 - v. To faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.

For Apticus Hill Pvt. Ltd.
Authorized Signatory



11/12/12

ET/MA/12 Ajay

Vijay Kumar

11/12/12

2-9/11/12

- vi. To abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to building(s) on the said Land and any other law that may become applicable in future with respect to the said Land or the buildings on the said Land,
- vii. To abide by the Building Plans, Design approval of which has been taken from the Concerned Government Authority of the construction works as may be finalized by the DEVELOPER and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof,
- viii. That during the subsistence of this Agreement, LAND OWNERS shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever. That the LAND OWNERS shall abide by and shall be bound by the terms and conditions this agreement.

14. UNDERTAKINGS OF THE DEVELOPER

- a. The DEVELOPER has assured the LAND OWNERS that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the DEVELOPER further agrees and undertakes:

- i. To make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
- ii. That it shall with its own manpower/contractors and material and at its own costs carry out and complete the development/ construction works on the said Land in accordance.
- iii. All claims pertaining to the labour or arising out of the construction of any kind or any manner shall always be the liability of the DEVELOPER and not of the LAND OWNERS.
- iv. To engage, at its own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary.

To be responsible for compliance of all laws, rules, regulations and notifications regarding the said project during the time of construction works are being carried out on the said Land in terms of this Agreement.

For Apricus Hills Pvt. Ltd.
Authorized Signatory



राहुल
गोयला

ए.जी. अजय
कतः संयुक्त रूप रजिस्ट्रार
कादीपुर, गुरुग्राम

विजय कुमार
मोल
29/01/2012

- vi. To abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.
- vii. That this agreement is irrevocable and no amendment alteration or modification shall be made to it without prior permission from DTCP Haryana. That the Developer M/s Apricus Hills Pvt. Ltd. Will be responsible for the development work and for complying with the direction as issued by the DTCP Haryana.


15. MISCELLANEOUS

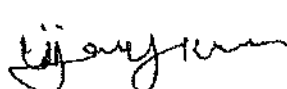
- a. The DEVELOPER shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development / constructions on the said Land.
- b. After the execution of this Agreement, the LAND OWNERS shall not do anything on the said Land, which could materially affect the title and for other rights appurtenant thereto including the right of easement.
- c. The DEVELOPER shall have right to integrate additional land with the said Land of the LAND OWNERS, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the LAND OWNERS agrees not to raise any objections or interfere in this.
- d. The DEVELOPER shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the LAND OWNERS in respect of the said Land and/or development / construction works thereon.
- e. The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement.
- f. This agreement contains the whole agreement between the parties with respect to the subject matter herein and replaces all the previous written or oral agreements relating to the subject matter herein. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
- g. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on the parties and their successors, administrators, liquidators and assigns.

That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

of Apricus Hills Pvt. Ltd.

Authorized Signatory


21/03
21/03

ETDATT Ajay 

21/03
29/03/12

- i. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- j. If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change
- k. in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - a) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
 - b) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the LAND OWNER and DEVELOPER, save and except what is specifically provided for under the terms of this Agreement.

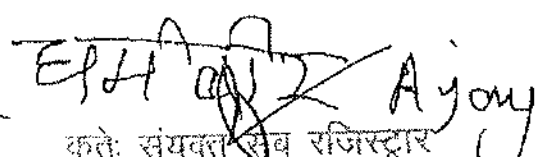

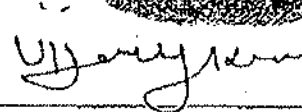
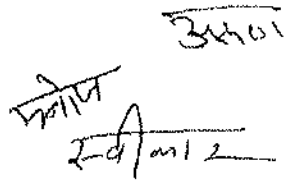
16. INDEMNIFICATIONS

- i. The LAND OWNERS hereby agree to indemnify the DEVELOPER and keep the DEVELOPER indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the DEVELOPER and against all the losses damages, costs and expenses that may be suffered by the DEVELOPER on account of the following:
 - a) Any of the representations, statements and assurances made by the LAND OWNERS is found to be false, fraudulent or misleading.

For Apricus Hills Pvt. Ltd.
Authorized Signatory

17. REGISTRATION & ADDITIONAL CLEARANCES

- i. In the event this Agreement is required by law to be registered, then second parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the DEVELOPER.
- ii. Non-registration of this Agreement shall not absolve the respective obligations to be fulfilled by the LAND OWNERS and the DEVELOPER under this Agreement.

21/5/20
 कते: संयुक्ता सेव रजिस्ट्रार
 कादीपुर, गुरुग्राम

18. DISPUTES RESOLUTIONS

IN the event of any disputes or difference arising between the parties hereto , relating to or connected with this agreement or claims pertaining their to or as to the meaning or construction of the terms and conditions contained herein or application their of during their substances of this agreement or after the termination their of the parties shall mutually try to resolve disputed and differences amicably or to under the provision **Arbitration Act** however, in the event such disputes/differences can not be amicably resolved or to under the arbitration act , The Court of Gurugram and Hon,ble Punjab and Haryana High Court at Chandigarh shall have the Juridictions all matters relating and incidental to this agreement.

19. NOTICES

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses mentioned in the opening pages of this agreement). Any such notice or communication shall be deemed to have been duly given and served upon actual delivery and confirmed receipt in case of hand delivery.

19. TERMINATION

The Parties herein agree that in terms of this Agreement, the Land Owners have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the DEVELOPER and making representations to make the DEVELOPER undertake construction works and in view of the above irrevocable steps and representations, the DEVELOPER has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the LAND OWNERS that, they shall perform and complete their obligations under this Agreement the LAND OWNERS further agree that they shall not rescind, terminate or defeat the purpose of this Agreement.

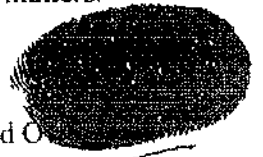
of Apricus Hills Pvt. Ltd.
Authorized Signatory

20. COMPLETE UNDERSTANDING

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

21. COPIES OF THE AGREEMENT

Two copies of this Agreement have been executed in original and both the Land O and the Developer shall retain one copy each.


28/07

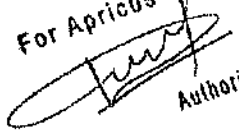
ET/AT/2
जायकी

Ajay

Vijay Kumar

3/8/01
जायकी
ET/AT/2

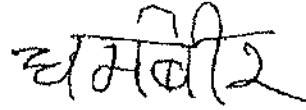
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
ON THIS THE ___th day of _____, 2019.

For Apricus Hills Pvt. Ltd.

Authorized Signatory

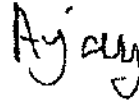
SIGNED AND DELIVERED by
Within named LAND OWNERS

SIGNED AND DELIVERED
by Within named DEVELOPER

1. SHRI DHARAMBIR

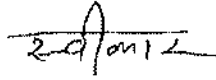


2. SHRI AJAY

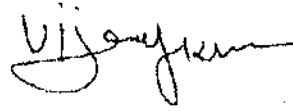


3. SHRI VIJAY

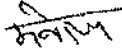
4. SHRI SWAIKAR



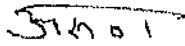
5. SHRI RAHUL KUMAR



6. SHRI MANOJ

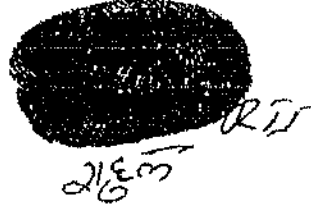


7. SHRI ARUN



8. KUMARI GAYTRI






Drafting by
Shiv Kumar Singh
Advocate
Distt. Court, Gurugram





DATE: 07 FEB 2022

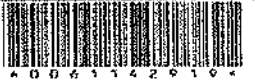
Deepak Kumar
Advocate
Distt. Court, Gurugram




Shiv Kumar Singh
Advocate
Distt. Court, Gurugram


कृत: संयुक्त सब रजिस्ट्रार
कादीपुर, गुरुग्राम
07 FEB 2022

DDO Code: 0369		E - CHALLAN Government of Haryana		Candidate Copy
Valid Upto:	28-12-2019 (Cash) 22-12-2019 (Chq./DD)			
GRN No.:	0061142919	Date:	21 Dec 2019 15:59:40	
Office Name:	0369-NIAB TEHSILDAR KADIPUR			
Treasury:	Gurgaon			
Period:	(2019-20) One Time			
Head of Account		Amount ₹		
0030-03-104-97-51 Pasting Fees		5		
0030-03-104-99-51 Fees for Registration		50000		
PD AcNo	0			
Deduction Amount:	₹ 0			
Total/Net Amount:	₹ 50005			
₹ Fifty Thousands Five Rupees				
Tenderer's Detail				
GPF/PRAN/TIN/Act. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: Apricus Hills pvt Ltd				
Address: Delhi -				
Particulars: Pasting and registration fees				
Cheque-DD- Detail: _____				
				Depositor's Signature
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	000150981818721122019			
Payment Date:	21/12/2019			
Bank:	SBI Aggregator			
Status:	Success			

DDO Code: 0369		E - CHALLAN Government of Haryana		AG/ Dept Copy
Valid Upto:	28-12-2019 (Cash) 22-12-2019 (Chq./DD)			
GRN No.:	0061142919	Date:	21 Dec 2019 15:59:40	
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Total/Net Amount:	₹ 50005			
₹ Fifty Thousands Five only				
Tenderer's Detail				
GPF/PRAN/TIN/Act. no./VehicleNo/TaxId:-				
PAN No:				
Tenderer's Name: Apricus Hills pvt Ltd				
Address: Delhi -				
Particulars: Pasting and registration fees				
Cheque-DD- Detail: _____				
				Depositor's Signature
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	000150981818721122019			
Payment Date:	21/12/2019			
Bank:	SBI Aggregator			
Status:	Success			

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

MANENDRA SAINI 56 Ramesh
SAINI SSC-12 GURU GRAM HA



8008

Sl. No.	1001
Amount	
Purpose/Use	ACK
7 FEB 2019	
R.S. MALIK STAMP VENDOR (Kadiwa, Gurugram (Lic. No.	

पत्रिका कक्षा — GPA

कक्षा संख्या — 76

दिनांक — 26-12-2019

Attested

कृते: संयुक्त राज रजिस्ट्रार
काशीपुर, गुरुग्राम

17/01/2019



Indian-Non Judicial Stamp
Haryana Government



Date : 24/12/2019

Certificate No. G0X2019L1248

RN No. 61269414



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Dharambir

No/Floor: Na

Village: Dhanwapur

Age: 0

Sector/Ward : Na

District : Gurugram

Others : Etc

LandMark : Na

State : Haryana

Buyer / Second Party Detail

Name: Apricus Hills Pvtltd

No/Floor: 217

Village: Delhi

Age: 0

Sector/Ward : P/9

District : Delhi

LandMark : 1 st floor

State : Delhi

Address: GPA



76
26/12/19

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL THAT WE:

BETWEEN

1. Sh. Dharambir . AADHAR(670317850417)
 2. Sh. Ajay .AADHAR(251581400886)
 3. Sh. Vijay .AADHAR(530538394016)
- both of S/o Sh. Nand Ram R/o Dhanwapur tehsil-kadipur
Disst:Gurugram Haryana.

Authorized Signatory



Handwritten signatures and names: Dharambir, Ajay, Vijay, Nand Ram, and others.

के पृष्ठ
7 से 38
पने

प्रलेख न:76

दिनांक:26-12-2019

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील कादीपुर
गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 0 रुपये स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : G0X2019L1248 स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:61266872 पेस्टिंग शुल्क 3 रुपये

Drafted By: SHIV KUMAR ADV

Service Charge:200

यह प्रलेख आज दिनांक 26-12-2019 दिन गुरुवार समय 3:32:00 PM बजे श्री/श्रीमती /कुमारी

DHARAMBIR पुत्र NAND RAM AJAY पुत्र NAND RAM VIJAY पुत्र NAND RAM SWIKAR पुत्र NASIB SINGH RAHUL KUMAR पुत्र NASIB SINGH MANOJ पुत्र BALA ARUN पुत्र BALA KUMARI GAYTRI पुत्री BALA निवास DELHI GATE JHAJJAR HR द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Ajay Vijay

धर्मवीर

मानव

स्वीकार

गायत्री

हस्ताक्षर प्रस्तुतकर्ता

DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN KUMARI GAYTRI

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी APRICUS HILLS PVT LTD thru DHEERAJ SOODOTHER हाजिर हैं। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी SHIV KUMAR पिता --- निवासी ADV GGM ने की।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

Ajay धर्मवीर Vijay

मानव

स्वीकार

गायत्री

मानव

स्वीकार

मानव

प्रलेख न:76

दिनांक:26-12-2019

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील कादीपुर
गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 0 रुपये स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : G0X2019L1248 स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:61266872 पेस्टिंग शुल्क 3 रुपये

Drafted By: SHIV KUMAR ADV

Service Charge:200

यह प्रलेख आज दिनांक 26-12-2019 दिन गुरुवार समय 3:32:00 PM बजे श्री/श्रीमती /कुमारी

DHARAMBIR पुत्र NAND RAM AJAY पुत्र NAND RAM VIJAY पुत्र NAND RAM SWIKAR पुत्र NASIB SINGH RAHUL KUMAR पुत्र NASIB SINGH MANOJ पुत्र BALA ARUN पुत्र BALA KUMARI GAYTRI पुत्री BALA निवास DELHI GATE JHAJJAR HR द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Ajay Vijay

धर्मवीर

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

राजेश स्वामी गायत्री

हस्ताक्षर प्रस्तुतकर्ता

DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN KUMARI GAYTRI

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी APRICUS HILLS PVT LTD thru DHEERAJ SOODOTHER हाजिर हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी SHIV KUMAR पिता ---

निवासी ADV GGM ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

Ajay धर्मवीर Vijay

राजेश स्वामी गायत्री

4. Sh. Swikar.AADHAR(721356172204)
5. Sh. Rahul kumar AADHAR(311142115214)
both of S/o Sh. Nasib singh R/o Delhi gate Mohlla jhajjar 124103 Haryana
6. Sh. Manoj.AADHAR(476593441240)
7. Sh, Arun.AADHAR(205795334320)
both of S/o Smt. Bala ,
8. Kumari Gaytri D/o Smt. Bala .AADHAR(443499646633)
R/O Delhi Gate Mohlla Jhajjar 124103 Haryana

hereinafter referred to as "The LAND OWNERS", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, legal representatives, successors, nominees and permitted assigns of the **FIRST PART** all residence of Village-Dhanwapur, Sub-Tehsil -Kadipur, Distt Gurgaon Haryana-122001. hereby declare as under:

And whereas we the Executants of this irrevocable general power of attorney are owners salaam share of regarding Rectangle/ Dharamblr , Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram R/o Dhanwapur tehsil-kadipur disst:gurgram Haryana, and land measuring Khewat No. 272 min, Mustkil No. 18, Kila no. 11 min (0-10), 18/2 (5-13), 19/2 (5-11), 20 (7-0), 21/1 (3-10) Kita 5 Rakba 22 Kanal 4 Marla. salam sahre

Sh. Swikar, Sh. Rahul, both of S/o Sh. Nasib singh 1/4 share R/o Delhi gate mohlla jhajjar 124103 Haryana

Sh. Manoj, Sh, Arun, both of S/o Smt. Bala 1/6 Share or Kumari Gaytri D/o Smt. Bala 1/12 share R/o delhi gate mohlla jhajjar 124103 Haryana

Sh. Dharambeer , Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram 1/2 shareR/o Dhanwapur , tehsil - Kadipur disst : gurugram, Haryana, and land measuring. khewat no.272min Mustkil No. 18, Kila No. 12/2/2 (6-5), 13 (7-11), 18/1 (2-7), 19/1 (2-9), Kita 4 Rakba 18 Kanal 12 Marla.

Total Land 40 Kanal 16 Marla. situated within the revenue estate of village

Authorized Signatory

2/5/20

कृते संतुष्ट नंद राम रजवाड़ा 11/2/79
कादीपुर गुरुग्राम

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DELHI GATE

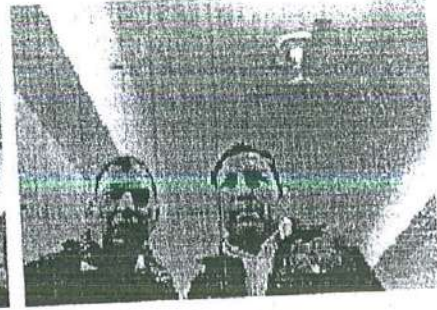
DELHI GATE



पेशकर्ता



प्राधिकृत



गवाह



RTI



उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- DHARAMBIR AJAY VIDAY SWIKAR RAHUL KUMAR MANOJ ARUN
KUMARI GAYTRI

प्राधिकृत :- thru DHEERAJ SOODOTHERA BRIGUS HILLS PVT
LTD

गवाह 1 :- DEEPAK

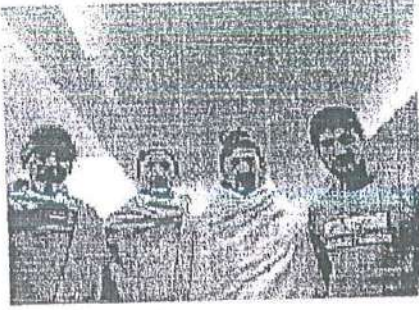
गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 76 आज दिनांक 26-12-2019 को बही नं 4 जिल्द नं 3 के पृष्ठ नं 68 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 6 के पृष्ठ संख्या 35 से 36 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 26-12-2019

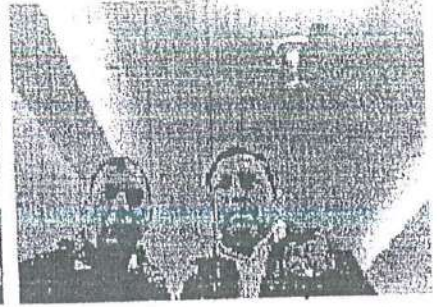
उप/सयुंक्त पंजीयन अधिकारी (कादीपुर)



पेशकर्ता



प्राधिकृत



गवाह



RTI
स्वीकार



उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN
KUMARI GAYTRI

प्राधिकृत :- thru DHEERAJ SOODOTHERAPRIGUS HILLS PVT
LTD

गवाह 1 :- DEEPAK

गवाह 2 :- SHIV KUMAR

प्रमाण पत्र

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दिनांक 26-12-2019

उप/सयुक्त पंजीयन अधिकारी (कादीपुर)

Dhanwapur, Sector 104, Tehsil kadipur and District Grugram vide Jamabandi for the year of 2005-2006 and mutation no.4013,4803,5226,(hereinafter referred to as 'the said Land').

And whereas the executants had entered upon the collaboration agreement dated 26-12-19 with regard to the. said land with M/s Apricus Hills Pvt. Ltd (hereinafter referred to as the said developer).

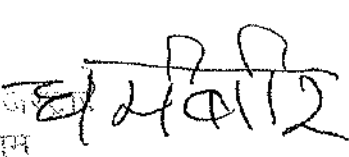
That in terms of the aforementioned collaboration agreement the said developer is entitled to develop the said land into an appropriate colony including but not limited to an affordable housing colony. At the time of execution of the aforementioned collaboration agreement the said developer had paid an extremely substantial amount to the executants in lieu of consideration for entering into the said collaboration agreement and for development of the said land. The executants duly admit and acknowledge the validity and subsistence of the said collaboration agreement. The executants further admit the unrestricted rights of the said developer to develop the said land.

And whereas on account of creation of vested interest of the said developer in the said land as well as on account of requirement of authorisation to develop the said land, it is necessary for execution of an irrevocable power

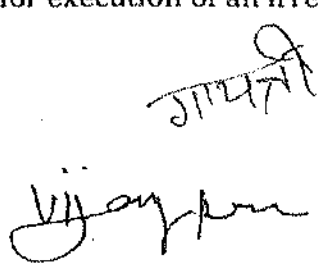
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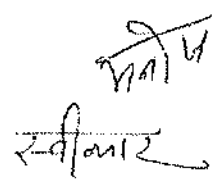
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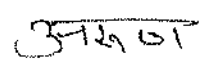




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कार: गुरुग्राम

of attorney and hence this power of attorney is being executed in favour of the said developer/its nominee. And whereas the present power of attorney is being executed jointly and severally. Each executant herein has executed the present deed of attorney in his/her individual capacity as well. Accordingly, death of or invalidness of a single executant shall not affect the validity or the subsistence of the present deed of attorney. It is further admitted that since the present deed is irrevocable in nature and coupled with consideration therefore even the death or invalidness of any or either of the executants shall not affect the validity of the present deed of attorney. This deed of attorney is irrevocable in nature. The executants hereby declare that they shall not revoke, cancel or terminate the present authorisations and deed on any account or reason. And whereas the executants hereby appoint, nominate and declare M/s Apricus Hills Pvt. Ltd. jointly and severally as their attorney(s) (hereinafter referred to as the said attorney).

The executants hereby grant the following irrevocable powers, authorisations and grants to the said attorney:

1. To enter upon the said land, keep and protect its possession, survey the same, prepare layout and service plans, prepare building plans and carry out the work of developments, construction and completion of a project between the parties on the said land and to

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carry out necessary formalities requisite for the development of the project.

2. To apply for and obtain a license, sanction permissions for development of a group housing colony including but not limited to affordable housing colony upon the said land. To sign, file, submitted execute all documents, deeds, affidavits, supplementary deed, partition, taking of possession, bounds as will be required to obtain the aforementioned licences etc.
3. To get the building plans of the said proposed colony approved from the appropriate department, to obtain environmental clearance for the proposed project from the concerned department.
4. To comply with all the terms and conditions which may be mentioned and placed in the licences, sanctions, permissions pertaining to the proposed colony. To comply with terms and conditions of the affordable housing policy or any other policy which may govern the proposed project including amendments and modifications thereof.
5. To open and operate bank accounts in its own name or the name of the project as a required to the sole discretion of the said attorney. To receive sale and lease consideration of the areas of the proposed project in the said bank account. To deposit and withdraw money

APRIGUS HILLS Pvt. Ltd.
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from the said bank accounts for any purposes deemed proper by the said attorney.

6. To represent us in all offices of President of India, Governor of State of Haryana, Municipal Corporation Gurgaon, Director, Town & Country Planning Department Haryana, Haryana Urban Development Authority, Income Tax Department, State Electricity Board environmental authorities, office of sub- registrar, District collector, Commissioner, financial Commissioner and/or any other Government Authority(ies)/Local Body(ies) and to sign and make any Letter, Document, Representation, plaint and Petition for all and any of the approvals, licenses, permissions and consent required in connection with the work of development and construction of the Project on the said land and for purposes incidental thereto and make payment of charges due and receive refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid.
7. To sign and apply for and obtain licences, permissions, CLU, the sanctions and approvals of layout plan, building plans, zoning plans, completion certificates, for and in respect of the said land, as required under law for development, construction and completion of Group housing complex, or for other such purpose.

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कृते: संयुक्त रजिस्ट्रार
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8. To get the licence transferred in due course in favour of said developer or assign or nominee the of the said developer.
9. To sign and file all necessary applications undertakings, agreement, affidavits, indemnity bonds, bilateral agreement, partition, taking on possession and other such documents with any Govt. Authority for the purposes of obtaining permissions and sanctions for the development of the said land.
10. To represent us and appear before any and all concerned authorities in Gurgaon and Chandigarh such as land acquisition department, HSIIDC, HUDA, DTCP, Environment authority and to sign, verify, file submit, furnish all applications and documents before the above mentioned authorities and departments so required for the purposes of the development of the said land or for release of the said land from acquisition proceedings and matters related thereto.
11. To apply and to obtain water connections, sewerage disposal connections, electricity connections, permit of cement, iron and steel or any other building material from the appropriate authorities and to deposit necessary charges for the aforesaid purposes and also to receive back the refund which may be due.

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12. To sign and execute necessary transfer forms for transferring of the said project to the name of any entity/person in the records of concerned local authorities.
13. To engage any employee, labourer, contractor, electrician, plumber, architect, planner, draftsman, advisors, surveyors, designers and lawyers etc. for the complex to be constructed, to fix their charges, remunerations and pay the same Any financial expenditure of whatsoever nature involved in any accident to workman, labor, employee, neighbor or any other persons shall be borne by the attorneys and the EXECUTANTS shall be absolved of and indemnified by the attorney of any financial or other liability in these regard.
14. To borrow money(s) from any financial and banking institutions and/or private parties for meeting the cost of development and construction of the proposed project by creating mortgage, charge or encumbrance upon the said land. To execute and/or register mortgage deeds, tripartite agreements, indemnity boards, declaration deeds, sale & booking of flats, loan documents et cetera as may be required by the said attorney.
15. To get the said land /property assessed/reassessed and to pay all taxes, rates charges, expenses and other outgoings whatsoever payable by us for or on account of the said land/property or any

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part thereto and to insure the same against loss or damage by fire or otherwise and to pay all premiums for such insurances after getting the license.

16. To book or sale or lease or transfer or assign out the FSI/ area or Units or Spaces along with proportionate share in the said land, in its own name(s) and at its own risk and responsibility and or for such price and on such terms and conditions as the said attorney may think fit and expedient and to execute and get registered relevant documents including apartment buyer agreement, booking & sale of flats, conveyance deeds, lease-deed and agreement for sale. To transfer or assign either in full or partially the development rights of the said proposed project. To execute all concerned documents so required in aforesaid regard.

17. To receive from the said purchaser(s) or lessee(s) or their heirs and assigns the price or lease money and give effective receipts and discharges for the same in its/their own name(s) and to retain the money up to itself/themselves after getting the license.

18. To execute and get registered apartment buyer agreements, conveyance deeds, sale deeds with regard to the area, constructed area, units, apartments, commercial area to be constructed in the project upon the said land.

For Apricus Hills Pvt. Ltd.



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19. To appear on our behalf before the registrar or sub-registrar or any other Authority Competent in this behalf, to present for registration the said deeds and documents and admit the execution thereof and give acknowledgement/receipts of the payments and to do other acts that may be necessary for the registration of the said documents and to receive them back when they have duly registered and deliver proper receipts for the same, qua the developer share.
20. To execute and get registered by appearing before Sub Registrar sale/conveyance deeds, lease deeds, gift deeds, mortgage deeds, licence deeds, exchange, relinquishment deeds / rectification deed(s), declaration, Award of Arbitrator, etc. or any other document which the attorney(s) deems expedient and necessary in their wisdom.
21. To do all acts, deeds and things etc. as may be required for transferring by way of sales, lease gift mortgage conveyance etc. or otherwise and handling over of physical possession of the Group Housing units (s) Office , floor spaces (s) car parking etc in the said complex, executing all the documents including the sale letters, conveyance deed or sale deed etc. in favor of the intending purchasers in respect of the entire area of the developer and present at the same for registration before the concerned

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registering authority(s) at the cost and expenses of the intending purchasers Further the attorney shall also be entitled to execute the requisite documents in respect of such bookings and allotment and also for sale, conveyance deed or sale deed etc. in favor of the intending purchasers in respect of the entire area of the developer. The attorney shall also be entitled to present the documents for registration before the concerned registering authority (i.es) at the cost and expense of the intending purchasers admit the execution thereof and give acknowledgement / receipts of the payments and to do other acts, deeds and things that as may be necessary for the registration of the said documents and the acts, deed and things as may be incidental or ancillary thereto and to receive them back when they have duly registered thereto and to receive registered and to sign and deliver proper receipts for the same.

22. To put up hoardings sign boards, to undertake marketing of the saleable area in the said complex.
23. To sell, lease transfer (by way of sale, gift, mortgage, conveyance etc.) or assign the land underneath and proportionate area in the proposed covered and uncovered built up are of the said complex.
24. To give formal possession of the property(s) purchased by individual buyers or obtained on lease by the Lessee by handing over vacant possession of such property subsequent to execution of

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sale deed(s) / lease deed(s) etc. or on such other terms and / or arrangements as may be agreed.

25. To oppose or otherwise deal with proposal to include all or any portion of the said property in an order for the compulsory acquisition thereof or in a clearance of development order or other similar or in any other order made or to be made under statutory powers and to take all necessary proceedings arising under such orders including application to the appropriate authorities and appeals there from and receiving of payment of compensation or any other payment relating thereto in our name.
26. To serve on the appropriate authority or person a notice requiring the purchasers of all or any units or spaces of the said project or any interest therein in respect of which a right to serve such a notice(s) may be conferred by or under any statute agreement or on other ground and to take such steps or proceeding including the compromise of any claim in relation to any such notice as they may things fit.
27. To get the said project registered under Haryana RERA. To execute, sign, submit all documents as may be required for getting the said project registered including to seek extension of the registration.

For Apricus Housing Pvt. Ltd.

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28. To institute, conduct, defend, compromise or abandon any legal proceedings and other matters concerning under or for the purpose of the said property and to appear and act in all the courts, original or appellate, arbitration and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, petitions, appeals, reviews, revisions, cross objections, petitions for executions, petition for withdrawal, compromise as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or other attorney and to sign mukhtiarname(s), vakalatnama(s) and warrants of attorney, whenever the said attorneys shall think expedient and proper to do so.
29. To warn off and prohibit and if necessary proceed against in due from of law against all trespassers on the said property and to take appropriate steps whether by legal action or otherwise to abate all nuisances.
30. The said attorney may delegate all or any of the aforesaid power to any other persons and to appoint any other attorney(s) with all or any of the said powers, and to cancel, withdraws and/or to revoke the powers conferred upon such Attorney(s).

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31. All acts, deeds and things done or caused to be done by the said attorney(s) or by any of their delegate(s) shall be deemed to have been done by us and we here by agree that we shall ratify and confirm all and whatever the said attorney(s) or its/their delegate(s) shall do or cause to be done by virtue of the powers conferred by these presents.

32. The EXECUTANT hereby declares that this instrument/general power of attorney shall be equally binding upon our legal heirs, representatives, nominees, successors, liquidators, assigns and transferee(s).

33. That this attorney is irrevocable and no amendment alteration or modification shall be made to it without prior permission from DTCP Haryana. That the Developer M/s Apricus Hills Pvt. Ltd. Will be responsible for the development work and for compiling with the direction as issued by the DTCP Haryana.

34. This General Power of Attorney has been executed by us with our free sweet will and without any force, fear and coercion.

IN WITNESS WHEREOF, WE the EXECUTANTS have set forth our hands at Gurgaon on 26-12-19 before the presence of the witnesses.

APRICUS HILLS PVT. LTD.
Authorized Signatory



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कादीपुरा

EXECUTANTS

Accepted for and on behalf of:
For Apricus Pvt. Ltd.


Authorized Signatory

SIGNED AND DELIVERED by
Within named LAND OWNERS

SIGNED AND DELIVERED
by Within named
DEVELOPER

1. SHRI DHARAMBIR

2. SHRI AJAY


3. SHRI VIJAY


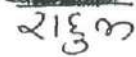
4. SHRI SWAIKAR

5. SHRI RAHUL KUMAR


6. SHRI MANOJ 

7. SHRI ARUN 

8. KUMARI GAYTRI 



Shiv Kumar Singh
Advocate
Distt. Court, Gurugram


मकल सुनिश्चित करण है।



Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

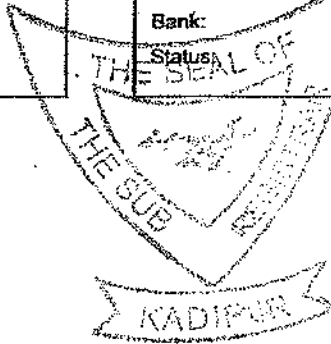

Deepak Kumar
Advocate
Distt. Court, Gurugram

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कावेरिपुर, गुरुग्राम

07 FEB 2022

DDO Code: 0369		E - CHALLAN Government of Haryana		Candidate Copy
Valid Upto:	31-12-2019 (Cash) 25-12-2019 (Chq./DD)			
GRN No.:	0061266872	Date:	24 Dec 2019 12:53:01	
Office Name:	0369-NIAB TEHSILDAR KADIPUR			
Treasury:	Gurgaon			
Period:	(2019-20) One Time			
Head of Account		Amount ₹		
0030-03-104-97-51 Pasting Fees		5		
0030-03-104-99-51 Fees for Registration		100		
PD AcNo	0			
Deduction Amount:	₹ 0			
Total/Net Amount:	₹ 105			
₹ One Hundred and Five Rupees				
Tenderer's Detail				
GPF/PRAN/TIN/Actl. no./VehicleNo/Taxtd:-				
PAN				
Tenderer's Name: Apricus Hills Pvt Ltd				
Address: Delhi Delhi-				
Particulars: Pasting Registration Fees				
Cheque-DD- Detail:				
				Depositor's Signature
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	9552734199			
Payment Date:	24/12/2019			
Bank:	Punjab National Bank Aggregator			
Status:	Success			

DDO Code: 0369		E - CHALLAN Government of Haryana		AG/ Dept Copy
Valid Upto:	31-12-2019 (Cash) 25-12-2019 (Chq./DD)			
GRN No.:	0061266872	Date:	24 Dec 2019 12:53:01	
Office Name:	0369-NIAB TEHSILDAR KADIPUR			
Treasury:	Gurgaon			
Period:	(2019-20) One Time			
Head of Account		Amount ₹		
0030-03-104-97-51 Pasting Fees		5		
0030-03-104-99-51 Fees for Registration		100		
PD AcNo	0			
Deduction Amount:	₹ 0			
Total/Net Amount:	₹ 105			
₹ One Hundred and Five only				
Tenderer's Detail				
GPF/PRAN/TIN/Actl. no./VehicleNo/Taxtd:-				
PAN No:				
Tenderer's Name: Apricus Hills Pvt Ltd				
Address: Delhi Delhi-				
Particulars: Pasting Registration Fees				
Cheque-DD- Detail:				
				Depositor's Signature
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	9552734199			
Payment Date:	24/12/2019			
Bank:	Punjab National Bank Aggregator			
Status:	Success			



* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.