

2538
09-03-2021

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 06/03/2021

Certificate No T0F2021C94

GRN No. 74262505



Stamp Duty Paid : ₹ 200000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name Creative Buildwell Pvt Ltd
 H No/Floor X Sector/Ward X LandMark X
 City/Village Delhi District Delhi State Delhi
 Phone 99*****37



Buyer / Second Party Detail

Name Banke Bihari Healthcare Iip
 H No/Floor X Sector/Ward X LandMark X
 City/Village Delhi District Delhi State Delhi
 Phone 99*****37

Purpose agreement

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



For Creative Buildwell (P) Ltd.
Authorised Signatory



JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the "Agreement") executed at Sonipat on this 9th day of March, 2021:

AMONGST

CREATIVE BUILDWELL PRIVATE LIMITED (CIN NO. U70101DL1995PTC070058), a company governed under the provisions of the Companies Act, 1956 having its registered office at 201/6 Kaushalya Park, Hauz Khas, New Delhi - 110016, hereinafter referred to as "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

AND

BANKE BIHARI HEALTHCARE LLP (LLP Identification no. : AAP-7804), a limited liability partnership incorporated under the provisions of the Companies Act, 2013, having its registered office at House No. 122, Landmark Near Old Chaupal, Village Tatesar, New Delhi - 110081, through its Authorised Signatory / Designated Partner Sh. Lalit Panwar, authorised vide instrument dated 05.03.2021 hereinafter referred to as "**BBHL**" (which expression shall be deemed to mean and include its successors, representatives and permitted assigns);

AND

MR. RAHUL PANWAR (AADHAR no.: 2655 7196 8953), son of SH. SURENDER PANWAR, resident of H. No. 15-16, Sector -15, Sonipat, Haryana (hereinafter referred to as "**RP**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his successors and legal heirs); and

AND

MR. LALIT PANWAR (Aadhar. no. : 4385 9996 4907), son of SH. SURENDER PANWAR, resident of H. No. 15-16, Sector -15, Sonipat, Haryana (hereinafter referred to as "**LP**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his successors and legal heirs);

BBHL, RP & LP are collectively referred as "Co-Developer".


Developer, BBHL, RP & LP, and are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. **Creative Buildwell Private limited**, i.e. the Developer, a company registered under Companies Act, 1956, having its registered office at 201/6 Kaushalya Park, Hauz Khas, New Delhi - 110016 is legal, beneficial, registered Owner and in possession of the land situated at 201/6 Kaushalya Park, Hauz Khas, New Delhi - 110016. **Shree Banke Bihari Healthcare LLP** is the Authorised Signatory of Creative Buildwell Private Limited. **Sh. Lalit Panwar** is the Designated Partner of Shree Banke Bihari Healthcare LLP.






For Creative Buildwell Pvt. Ltd.
Authorised Signatory

प्रलेख नः 8538

दिनांक: 09-03-2021

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील सोनीपत

गांव/शहर 031-रेवली

धन संबंधी विवरण

राशि 10000000 रुपये

स्टाम्प इयूटी की राशि 100 रुपये

स्टाम्प नं : 10/2021/94

स्टाम्प की राशि 200000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan: 74282597

पेस्टिंग शुल्क 3 रुपये

Dated By: विवेन्द्र बजा

Service Charge: 200

यह प्रलेख आज दिनांक 09-03-2021 दिन मंगलवार समय 4:50:00 PM बजे श्री/श्रीमती /कुमारी क्रियेटिव बिल्डवैल प्रा.लि. thru विट्ठल मित्तल OTHER कम्पनी निवास दिल्ली द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (सोनीपत)

हस्ताक्षर प्रस्तुतकर्ता

क्रियेटिव बिल्डवैल प्रा.लि.

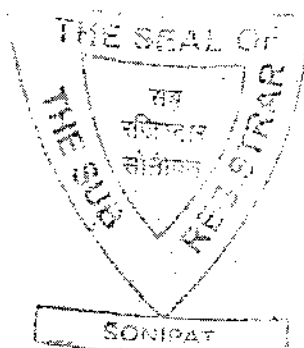
Authorised Signatory

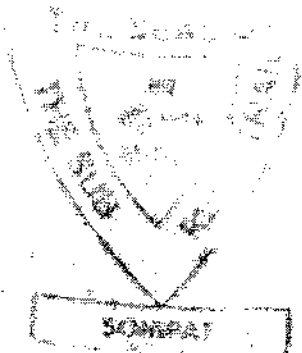
उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी बाके बिहारी हेल्थकेयर एल.एल.पी. thru ललित पंवार OTHER कम्पनी . ललित पंवार, राहुल पंवार पुत्र सुरेन्द्र पंवार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी मुकेश नं. पिता . निवासी रेवली व श्री/श्रीमती /कुमारी अवध बिहारी पिता ज्ञानेश्वर प्रसाद निवासी सोनीपत ने की।

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

उप/संयुक्त पंजीयन अधिकारी (सोनीपत)

दिनांक 09 03 2021






and execute any applications, documents for the purpose of grant of license of Co-Developer Land under DDJAY and approval of layout plan of the Said Land.



- 4.4 The Co Developer agree to also sign/execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals, permission of the Project and for the implementation of the terms of this Agreement.
- 4.5 The Project shall be governed by the provisions of Real Estate (Regulation & Development) Act, 2016 ["RERA"] as amended from time to time and the rules made thereon. The Parties shall fully cooperate in the submission of necessary applications, documents etc for getting registration of the Project either singly or in phases under RERA as per the terms of this Agreement and the Parties shall always compliance with RERA in respect of their respective area in the Project being devolved in terms of this Agreement.

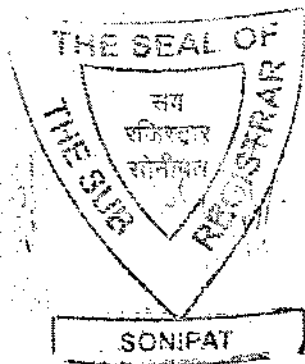
5. **DEVELOPMENT:**

1. The Parties shall assist each other in obtaining all requisite permissions, sanctions and approvals including renewals thereof where necessary as may be required from all concerned authorities, including but not limited to conversion of land use, Letter of Intent (LOI)/License and sanction of plans for sanction and development of the Project.
2. All necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project shall be in the joint name of Developer, where possible, as there will be a composite license but the Developer obligation shall be limited to the extent as mentioned in this Agreement.
3. The Co-Developer shall fully cooperate in the submission of necessary applications for obtaining approvals including sanction of layout plan, service plan, building plans etc and agree to sign and execute any applications, documents as may be required by the Developers for that purpose in respect of Project.
4. The Parties herein mutually agree that the cost and expenses for the Development Work (*Defined hereinafter*) in respect of area falling in Co- Developer Land shall be borne and payable exclusively by the Co-Developer and accordingly the the cost and expenses for the Development Work in respect of area falling in Developer Land shall be undertaken by Developer except in respect of cost & expenses as mentioned in clause 5.5, 5.6 & 7.5 below. The term Development Work means infrastructural work including laying of roads, street lights, water storage facilities, water mains, sewage, storm water drains, recreation gardens, boundary walls, as may be required by any approval or order of any governmental/semi-governmental body or authority for effectual completion of the Project in terms thereof (hereinafter referred to as the "Development Work").








For Once Again Healthcare

dated _____



For Onehive Buildwell (P) Ltd.

Authorised Signatory



5. The Parties herein mutually agree that the cost and expenses for construction and development of common facilities, such as Underground Water Tank, Sewerage Treatment Plant, the entrance areas/ entrance gate, service road, green areas/ landscaped areas / boom barriers etc in the Project shall be shared in the ratio of 47 (Developer): 53 (Co-Developer)
6. The Parties herein mutually agree that the cost, fee, charges and expenses etc in respect of electrical sub-stations, re-alignment of 33 KW Electric Supply Line and sewage treatment plants in the Project shall be borne and payable by the Developer and Co-Developer in the ratio of 47 (Developer): 53 (Co-Developer).
7. The Parties agree that BBHL shall to carry out Development Work on the Co-Developer Land and Developer shall carryout Development Work on the Developer Land as per the approved layout plan/zoning plan of the Project. The Development Work to be carried out by Developer & BBHL in terms of this Agreement shall be of similar/identical specification/quality/workmanship.
8. The Parties agree to abide by all the terms and conditions of the license to be granted under DDJAY on the Said Land. The Parties agree and undertakes to sign all documents to obtain occupation/part completion/completion certificate in respect of Project and/or its phases. It is clarified that in the event of non-compliance by any Party of the terms of license so granted under DDJAY as a result of which any cost/charges/penalty etc is being imposed on the other Party then such cost/expenses/penalty shall be on the account of non-compliant Party.
9. The Developer and the Co-Developer acknowledge and accepts that they shall be developing respective land parcels falling in the Project in terms of this Agreement. Accordingly, either party shall not in any circumstance be considered responsible for the construction and development of area in the Project which is not to be developed by other party in terms of this Agreement.
10. The Developer and the Co-Developer agree and acknowledge that they shall shall take all steps and do all acts and things to ensure that there is no violation of RERA or any other applicable laws in any manner in relation to the development and completion of the Project and handing over possession of plot/villa/floor & commercial area to the allottee/s.
11. The level of earth of Co-Developer Land is lower than Developer Land as such it is agreed between the Parties that BBHL shall get the requisite earth filling & retention walls done in Co-Developer Land at its own cost and expenses in consultation with Developer to enable proper development of trunk services viz road, sewer line, water line etc in the Project.
12. The Parties agree and acknowledge that the specification, raw material and make of the items to be used for Development Works shall be determined by Developer in consultation with BBHL, however the final decision in this regard shall vest with the Developer

For Same Reason Healthcare Ltd

 Designated Party


For Creative Buildwell (P) Ltd.

 Authorised Signatory

13. The Parties agree and acknowledge that the community site to be provided as per the norms of DDJAY shall be planned in the Project in such manner as may be agreed between the Parties.

6. **WORK FORCE**

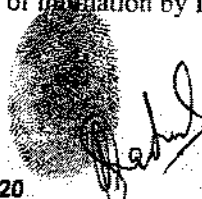
- 6.1 The Developer except as provided in this Agreement shall be responsible and liable for bearing all costs and expenses for payment of any dues of the contractors/sub-contractors/labour deployed at Developer Land and accordingly the Co-Developer except as provided in this Agreement shall be responsible and liable for bearing all costs and expenses for payment of any dues of the contractors/sub-contractors/labour deployed at Co Developer Land.
- 6.2 The Parties shall be entitled to employ engineers, architects, consultants, skilled and unskilled workers to carry out and complete development of their respective land parcels falling in Project under the terms of this Agreement.
- 6.3 It will be the obligation of the Parties to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever shall be fastened on either party in case of non-compliance of any statutory compliances.

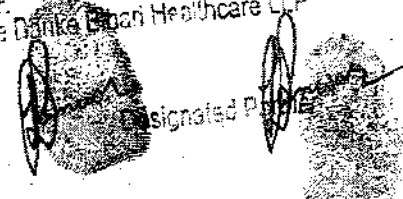
7. **COSTS**

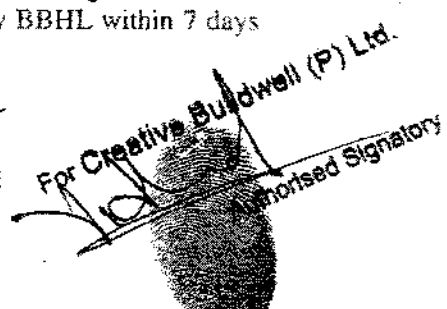
1. The Parties shall bear all costs and expenses pertaining to the development of the Project, including cost and expense for the aforesaid Development Work and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning and service plan etc as per this Agreement.
2. All cost, fee and expenses, charges etc including scrutiny fee, license fee, conversion charges, External Development Charges, State Infrastructure Development charges etc shall be borne and payable by Developer and Co-developers in proportion to the land owned by them in the Project.
Notwithstanding above, the scrutiny fee, license fee, conversion charges, External Development Charges, State Infrastructure Development charges and other statutory charges/fee payable in respect of:

- Commercial area in the Project shall be shared in the ratio of 47 (Developer): 53 (Co-Developer).
- the Sector Road as well as 24 Meter internal road, which falls on Rect No.40// Khasra Nos 3, 11,12,13,19, 20, Rect 39// Khasra nos 16, 17 & Rect 33//, Khasra no 23/2/2, shall be borne and payable by the Co-Developer only to the exclusion of Developer.

Any fee, charges already paid by Developer to DTCP if found to be greater than its share as mentioned above then the same shall be refunded by BBHL within 7 days of intimation by Developer.


For Shree Danka Bani Healthcare LLP


Designated Person


For Creative Buildwell (P) Ltd.
Authorised Signatory

3. All costs and expenses relating to installation of electric sub-stations, transformers, horticulture, sewerage treatment plan shall be borne and paid by the Parties in the ratio of 47 (Developer): 53 (Co-Developer).

4. All costs and expenses related to the marketing and promotion of the project such as print media campaigns, radio ads, digital media campaigns, hoardings etc. including cost and expense of any consultants, agencies, design teams engaged for the said purposes shall be borne and paid by the Parties in the ratio of 47 (Developer) : 53 (Co-developer).

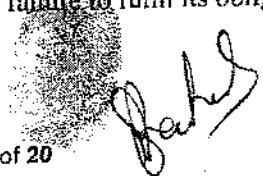
8. **REPRESENTATIONS AND WARRANTIES BY THE PARTIES**

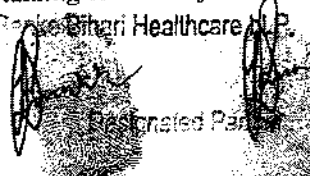
1. The Parties represents and warrants to each other as follows:

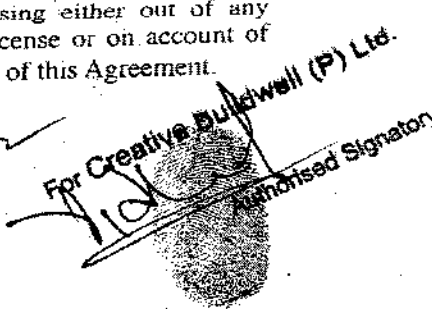
- (i) They are the absolute owner of their respective land parcel as mentioned in this Agreement and is/are in uninterrupted possession, use and occupation of the same;
- (ii) They are fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Parties.
- (iii) Their respective land i.e Developer Land & Co Developer is currently free from all encumbrances, attachments, claims, liens, hindrances, *lis pendens*, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation etc., and other charges of any nature whatsoever and howsoever and that there is no defect in the title of the same.
- (iv) There is no pending or threatened legal proceedings, litigations, suits, claims etc. with respect to their respective land falling in Said Land or any portions thereof;
- (v) They have not received any notice of acquisition or requisition in respect of the with respect to their respective land falling in Said Land or any portions thereof;
- (vi) To abide by all the terms and conditions of the license to obtained for development of the Project under DDJAY.

9. **INDEMNITIES**

1. The Parties shall observe and comply with all rules, regulations, terms and conditions of license, the layout plans, zoning plan and other statutory provisions including statutory payments as may be demanded by DGTCP under the Letter of Intent being payable by each Party in terms of this Agreement. The Parties shall keep each other indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of license or on account of failure to fulfil its obligations pertaining to the Project in terms of this Agreement.




Registered Par


For Creative Buildwell (P) Ltd.
Authorised Signatory

3. All costs and expenses relating to installation of electric sub-stations, transformers, horticulture, sewerage treatment plan shall be borne and paid by the Parties in the ratio of 47 (Developer): 53 (Co-Developer).

All costs and expenses related to the marketing and promotion of the project such as print media campaigns, radio ads, digital media campaigns, hoardings etc. including cost and expense of any consultants, agencies, design teams engaged for the said purposes shall be borne and paid by the Parties in the ratio of 47 (Developer) : 53 (Co-developer).

8. **REPRESENTATIONS AND WARRANTIES BY THE PARTIES**

1. The Parties represents and warrants to each other as follows:

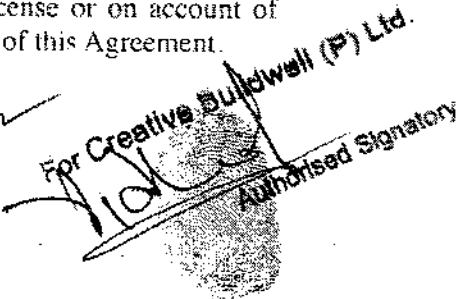
- (i) They are the absolute owner of their respective land parcel as mentioned in this Agreement and is/are in uninterrupted possession, use and occupation of the same;
- (ii) They are fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Parties.
- (iii) Their respective land i.e Developer Land & Co Developer is currently free from all encumbrances, attachments, claims, liens, hindrances, *lis pendens*, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation etc., and other charges of any nature whatsoever and howsoever and that there is no defect in the title of the same.
- (iv) There is no pending or threatened legal proceedings, litigations, suits, claims etc. with respect to their respective land falling in Said Land or any portions thereof;
- (v) They have not received any notice of acquisition or requisition in respect of the with respect to their respective land falling in Said Land or any portions thereof;
- (vi) To abide by all the terms and conditions of the license to obtained for development of the Project under DDJAY.

9. **INDEMNITIES**

1. The Parties shall observe and comply with all rules, regulations, terms and conditions of license, the layout plans, zoning plan and other statutory provisions including statutory payments as may be demanded by DGTCP under the Letter of Intent being payable by each Party in terms of this Agreement. The Parties shall keep each other indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of license or on account of failure to fulfil its obligations pertaining to the Project in terms of this Agreement.



For Creative Buildwell (P) Ltd.
Authorised Signatory



2. The Parties shall keep each other indemnified against any claims, losses, damages as may be caused to them on account of breach of all/any of the representations and warranties contained in this Agreement.
3. The Parties shall keep each other indemnified against any claims, damages etc. as may be raised by its allottee(s)/buyer(s) of the Project on account of its delay/failure in carrying out Development Work by the other Party in term of this Agreement or due to defect in the title and/or due to breach of any representation and warranties.
4. The Parties shall keep each other indemnified against any damages, losses, fine, penalty, fee, charges, interest payable to the prospective customers/purchaser or contractors etc post commencement of Development Work of their respective areas in terms of this Agreement, if the same is incurred on account of any breach or delay by other party in compliance with RERA or applicable laws or breach of agreement entered with prospective customers/purchaser or contractors, which is not attributable due to the action and default by other party.

10. BANK GUARANTEE


- 10.1 Any bank guarantees required for payment of external development charges and carrying out internal development or any other obligation required by any authority, shall be furnished by the facilitated by the Parties in proportion to their respective land parcel forming part of the Project, i.e. in the ratio of 47 (Developer) : 53 (Co-Developer).

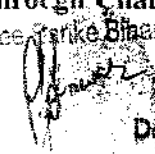
11. INTERSE ARRANGEMENT AMONST BBHL, RP & LP

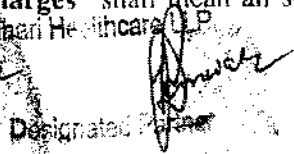
1. BBHL, RP & LP mutually agree that in lieu of contributing their respective land for development under DDJAY being part of the Said Land they shall be entitled share in the Net Sales Collection (herein "**Revenue Share**") received from the allotment/sale of the residential area viz plot(s)/unit(s)/floor(s)/villa(s) and commercial area falling in Co-Developer Land in the Project in the ratio of their respective share of land, i.e. in the following proportion:

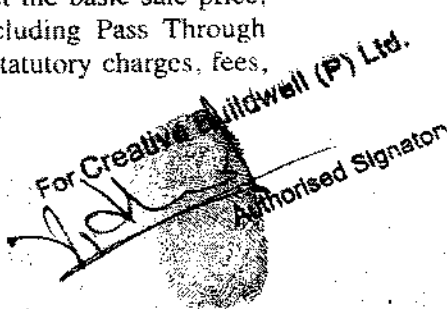
BBHL :	62.48%
RP :	18.76 %
LP :	18.76 %

The terms "**Net Sales Collection**" shall mean Sale Proceeds received from the allotment/sale of the residential area viz plot(s)/unit(s)/floor(s)/villa(s) and commercial area unit/s, to be developed on the Co-Developer Land less (i) cost of sales viz marketing, brokerage etc and (ii) cost of Development Work. The terms "**Sale Proceeds**" shall mean gross collection to be received from the allotment/sale of the residential area and commercial area of the Project against the basic sale price, interest on delayed payment etc by customer(s)/buyer(s) excluding Pass Through Charges. The term "**Pass Through Charges**" shall mean all statutory charges, fees,






Designated Partner

For Creative Mindwell (P) Ltd.

Authorised Signatory

expenses, payments/ contributions to be received from the purchasers towards electricity, power back up, water, sewerage, maintenance security deposit, advance maintenance charges, forfeiture money, association deposit, society / association formation charges, legal fees/expenses and charges, stamp duty, registration charges, GST, External Development Charges (EDC), State Infrastructure Development Charges (SIDC), interest on EDC/SIDC received from customer(s)/buyer(s), Infrastructure Augmentation Charges, and all such other similar statutory charges, fees and costs, which would be collected / recovered from the purchasers of saleable area of Co-Developer Land for onward transfer/deposit/security to the concerned Governmental Authority or association (if any) of the purchasers or to the maintenance agency of the Project, as the case may be.

12. **CONSIDERATION:**

1. In consideration of the Developer facilitating the Co-Developer in obtaining license of Co-Developer Land under DDJAY and providing the Development Services (*Defined in Schedule I*) including but not limited to planning and preparation of the layout plans, service plans, obtaining of all approvals including conversion of land use, license for the Co-Developer Land on the terms herein, BBHL undertakes to pay to the Developer one time development management fees ("**Development Management Fees**") of INR 1,00,00,000/- (**One Crore Only**) plus applicable taxes in the following manner:

- Rs.25,00,00,000/- (Rupees Twenty Five Lacs Only) plus taxes at the time of Signing of this agreement
- Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) plus taxes on submission of application for grant of license under DDJAY.
- INR 25,00,00,000/- plus taxes at the time of receipt of letter of Intent under DDJAY of Co-Developer Land.
- INR 25,00,00,000/- plus taxes at the time of receipt of license of Co-Developer under DDJAY.

The Developer hereby acknowledges receipt of first tranche of Development Management Fees of Rs. 25,00,000/- vide cheque no. 063090 dated 09-03-2021 drawn on PNB.

2. The Parties herein agree that out of the total sanctioned saleable area of the Project an area of 27,800 yds of the saleable residential plotted area and 47% of saleable commercial plotted area as well as receivables thereon from their sale proceeds shall absolutely belong to the Developer (herein "**Developer Area**") and the remaining residential saleable plotted area and 53% commercial plotted area as well as receivable thereon from sale proceeds shall absolutely belong to the Co-Developer (herein "**Co-Developer Area**).
3. The Parties herein agree that the Developer Area shall be first provided in Developer Land only and if there is any shortfall in achieving the Developer Area then the same shall be provided in the Co-Developer Area, which is immediately contiguous to Developer Land.
4. Either Party if desire to include Additional Area in the Project then all benefit, entitlement, income, profit etc in respect of such Additional Area shall absolutely belong to the party, who owned such Additional Area to the exclusion of other party.







For Creative Buildwell (P) Ltd.
Authorised Signatory

All cost, fee, charges and expenses etc in respect of obtaining permission/approvals and Development Work of such Additional Area shall be exclusively borne and payable by the party, who own such Additional Area. The Parties shall cooperate with each other in obtaining license and other permission in respect of Additional Area.

13. PROJECT ACCOUNTS AND ITS OPERATION MECHANISM

1. It is agreed between the Parties that the Project shall be launched & developed in two phases. The first Phase shall be consisting of Developer Area ("Phase II") and the second phase shall be consisting of Co Developer Area ("Phase III"). Phase I being the area contiguous to Developer land and Co-developer land already being developed by the Developer under DDJAY License no. 31 of 2020 dated 26.10.2020.
2. It is agreed between the Parties that all receivables from the prospective purchasers with respect to the Phase I shall be deposited in designated account being the "Phase II Receivables Account" and that of Phase III shall be deposited in designated account being the "Phase III Receivables Account".
3. The Phase II Receivable Account shall be exclusively operated and managed by the Developer and Phase III Receivable Account shall be exclusively operated and managed by BBHL.
4. The Project shall be governed under RERA hence all the amount received from the allottee(s)/buyer(s) of Phase II shall be deposited only in Phase II Receivables Account only and accordingly all the amount received from the allottee(s)/buyer(s) of Phase III shall be deposited only in Phase III Receivables Account only. Further the withdrawal/distribution of funds so received shall be strictly as per guidelines/rules/policy being framed by RERA time to time.
5. The Parties agrees that the amount received under Phase II Receivable Account & Phase III Receivable Account shall distributed (being permissible as per RERA and rules made thereunder) be follows:
 - a. 70% amount shall be transferred in a bank account to be opened and intimated to RERA authorities ("RERA Account").
 - b. 30% amount shall be transferred in a bank account to be opened for miscellaneous expenses of the Project ("Expense Account").
6. Any amount from the RERA Account shall be withdrawn strictly in compliance of RERA provisions.
7. The Parties agree that RERA Account and Expense Account of Phase II shall be managed & operated by Developer and that of Phase III by BBHL.

14. MARKETING

- 14.1 Marketing and sale of the saleable area (Residential & Commercial area) of the Phase II shall be carried out by the Developer to the exclusion of Co-Developer and that of saleable area (Residential & Commercial area) falling in Phase III by BBHL to the exclusion of Developer. However, Co-Developer/BBHL as and when required shall consult with Developer as to framing of marketing strategies.






For Shree Bhanu Bhanu Healthcare LLP
Authorized Signatory







For Creative Buildwell (P) Ltd.
Authorized Signatory



14.2 All necessary documents/agreements, conveyance deeds for bookings/sale of plotted areas & commercial area falling in the Phase II and Phase III of the Project shall be prepared by the Developer to maintain uniformity of general terms including maintenance of the Project.

15. **MAINTENANCE OF THE PROJECT**

15.1 All the common areas and facilities of the Project like roads, water and sewerage lines, street lighting, parks etc. shall be maintained by the Developer and/or its nominees till handed over to the concerned Local Body/Authority or the Residents Welfare Association of the Project.

15.2 The by Co Developer acknowledge and agree that terms of Agreement To Sell/ Allotment Agreement, Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement etc of the Project be uniform for all buyer/s of the Project.

15.3 The Parties understand and agree that if any cost/expenses is being incurred by Developer in maintaining the common areas and common facilities of the Project, which it is unable to recover from the allottee(s)/buyer(s) of the Project then such cost and expenses shall be borne and payable by the Parties in proportion of 47 (Developer): 53 (Co-Developer).

15.4 The Parties agree in case maintenance services in the Project is agreed to be provided to the allottee/s of the Project without charges for a period of 5 years from the date of grant of completion certificate of Project by DGTCP then all the cost & expenses to be incurred during the above-said 5-year period related to maintenance and management of common areas and common facilities of the Project shall be borne and payable in the ratio of 47 (Developer): 53 (Co-Developer).

15.5 The Parties agree that if Interest Free Maintenance Security Deposit (IFMS) is collected from the allottee/s of the Project then the same shall be deposited in an Escrow Account having joint signatory of Developer and BBHL in the form of Fixed Deposit and the interest accrue from its shall be utilised for the purpose of meeting the maintenance cost of the Project. It is further agreed that upon handing over of the Project to the Association of Allottee/s this IFMS shall be handed to AOA net of defaults.

16. **TAXES**

16.1 All taxes, levies, fine, penalty or any other type of financial obligations of the Parties with reference to their respective land falling in the Project, up to the date of signing of this Agreement, incurred/ to be incurred shall be met and discharged by the respective party. After signing of this Agreement all such levies and taxes shall be paid by the respective party for their respective land parcel falling in the Project meaning thereby that Developer shall bear for Developer Land and Co Developer for Co-Developer Land. The Parties undertake to keep each other fully harmless and indemnified against and liability or financial obligations on this account. The Parties and/or buyers of areas falling in their respective land parcel shall also be liable for all

For Shree Banke Bihari Healthcare L.P.

Authorized Party

For Creative Buildwell (P) Ltd.
Authorized Signatory

taxes including property taxes, charges, levies or any outflows in respect of their areas in the Project from the date these are levied/made applicable.

- 16.2 The Parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows in respect of their areas/land being agreed to belong to respective Party and forming part of the Project from the date these are levied/made applicable and might be passed on to their respective buyers as may be decided by them.
- 16.3 The Parties have mutually agreed that the taxes relating to Development Work like goods & service tax on contractors bill, material etc. shall be borne by the respective Parties in respect of land parcel falling in Project.
- 16.4 That the Parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.
- 16.5 That the Parties hereto agree that if goods and service tax is levied on this Agreement and transaction as contemplated herein then BBHL shall be liable to pay to the same to the tax authority and/or reimburse the same to the Developer, if same is being demanded from Developer.

17. RAISING OF LOANS

1. The Parties irrevocably consent and undertakes not to raise finance/loans from the bank / financial institutions/third party for development of their respective land by mortgaging their respective land parcel forming part of the Project as well as receivable thereon.
2. The intending customer/buyer of Project shall be entitled to raise loans in his/her/its own name from the bank / financial institutions for purchasing the Plot/s, Villas, Floors and commercial area to be developed in the Project by mortgaging their plot(s), floors, villas, commercial area and the Parties shall facilitate each other in this regard and irrevocably consent to sign/execute all such documents, application etc as may be required for sanction/disbursement of the loan.

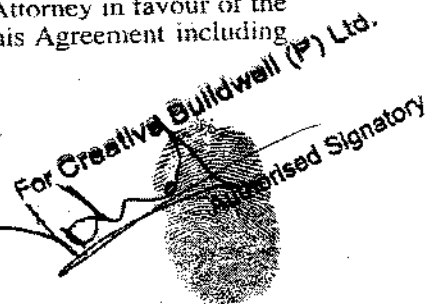
18. EXECUTION OF SALE DEEDS

- 18.1 The Developer shall be entitled to execute and get registered appropriate agreement to sell/sale/conveyance deeds in respect of the Plot/s, Villas, Floors and commercial area in the Project in favour of its buyers at the cost and expense of the buyers with the prospective buyers of the Project.
- 18.2 The Co-Developer agree to execute an irrevocable Power of Attorney in favour of the Developer or its nominees for implementation of terms of this Agreement including but not limited to


For Shree Bani Bihari Healthcare LLP


Designated Party


Designated Party


For Creative Buildwell (P) Ltd.
Designated Signatory

- i) Obtaining approvals / permissions / liaison and dealing with the concerned authority for the implementation of the objects of this Agreement.
- ii) Conduct advertisement for launching / promotion.
- iii) Booking of the saleable either by itself or through its brokers.
- iv) To execute and registered Allotment Agreement/Agreement to Sell/ Conveyance Deed/Sale Deed, possession documents etc with the prospective buyers, dealing with banks, financial institution from whom the prospective buyer/s shall avail home loan/finances etc.
- v) Appoint architects, consultants, advisors, contractors, brokers, counsels and alike.

The Said attorney(s)/person(s) shall also contain the right to sub-delegate all or any of the powers. The Power of Attorney shall also include the right to initiate/defend legal cases for the protection of the titles and the possession. However, in case it is found necessary that certain application(s), letter(s) or document(s) and allied matter(s) is / are to be signed and executed by Co-Developer for obtaining any requisite approval/ permission etc, the same shall also be signed by Co Developer without delay.

19. GENERAL

- 19.1 The name of the Project shall be decided by the Developer.
- 19.2 That since considerable expenditure, efforts and expertise is involved in obtaining the licenses for the Project, it is the condition of this agreement that after obtaining the letter of intent and licenses thereof and the required permissions from the concerned authorities for the development of the Project, the Co Developer or its nominee or legal heirs shall not cancel or back out from this agreement under any circumstances. However, in case the by Co Developer, its nominee or legal heirs would otherwise cancel or back out from this agreement, in that event the Developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of Co Developer and during pendency of the said proceedings, the by Co Developer shall not enter into any agreement with respect to the Co Developer Land with any third party except for achieving the objective of this Agreement.
- 19.3 The Parties agree that if, there be any claim, demand, tax litigation or any other court order of any nature whatsoever against them, then it is a condition of this Agreement that the work of development and / or its completion and / or any other matter incidental to this Agreement shall not, at any time or during development or after the completion of or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever.
- 19.4 That this Agreement records the complete agreement between the parties and supersedes all provisions, correspondence, undertakings, agreements, letters, papers or documents exchanged and/or executed by the parties. That in case any amendment is to be made to the Agreement, the same shall be with mutual consent of the Parties and shall be in writing and got signed by the Parties.

Shree D. B. Bihari Healthcare LLP
Designated Partner

For Creative Buildwell (P) Ltd.
Authorised Signatory

- 19.5 No amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to in writing by authorised representative of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.
- 19.6 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.
- 19.7 The Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
- 19.8 That if any provision of this agreement or the application thereof to any person or circumstances shall be invalid or un-enforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as 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. Any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.
- 19.9 That each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative, and the exercise or 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 any or all such other rights, powers or remedies.
- 19.10 Unless otherwise state, each notice to be made hereunder shall be made in writing be sent by registered/speed post. A notice shall be deemed to have been duly served upon receipt and dispatch by Registered/Speed Post shall be conclusive proof of its receipt by the addressee. Such communications shall be addresses as follows:

If to Developer:

Name : Creative Buildwell Pvt. Ltd
Address : Mittal House, K5A/9, DLH phase II
Gurugram, Haryana - 122008
Email : cbpl.sonipat@gmail.com

If to Co-Developer:

Name : Sh. Lalit Panwar
Address : H. no. 15-16, Sector-15
Sonipat, Haryana
Email : spawar2627@gmail.com

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement shall be made or delivered to the other Party at its address

For Shree Ranke Bihari Healthcare Ltd.
Designated Person
For Creative Buildwell (P) Ltd.
Authorised Signatory

specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days notice of such change of address, and shall be deemed to have been made or delivered (i) in the case of any communication made by facsimile transmission when transmitted, (ii) in the case of any communication made by letter: when left at that address or otherwise received by the address and (iii) or any email communication received sent from designated email address and received at designated email address

19.11 The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act-1975 and Rules 1976 till grant of final completion certificate of the Project or relieved of the responsibility by DGTCP, Haryana, whichever is earlier.

19.12 The Agreement shall be irrevocable and no modification/alteration etc in the terms and condition of Agreement can be undertaken, except after obtaining prior approval of DGTCP, Haryana.

19.13 It is hereby expressly agreed by the parties hereto that none of the Parties shall take any step or action which may jeopardise the development of the Said Land in question and none of the parties will be entitled to obtain any injunction or orders either from the court or from Arbitrator for stopping / delaying the development of the Said Land.

19.14 The Parties herein mutually agree that the Stamp Duty, Registration fee etc as may be attracted on this Agreement shall be borne and payable by the Co-Developer only and accordingly same is being paid by Co-Developer.

20. **Jurisdiction:**

20.1 This Agreement shall be subject to the exclusive jurisdiction of Courts at Sonapat, Haryana.


20.2 That in case either party to this contract commits breach of any term/condition recited herein, in that event the aggrieved party shall be entitled to get this contract enforced through process of law under Specific Relief Act at the cost and expense of the defaulting party.


21. **Headings**

21.1 The headings of the paragraphs and clauses of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of this Agreement.

22. **Further Actions**

For Shree Bani Bihari Healthcare LLP

Designated Partner

For Creative Bulldozer (P) Ltd.

Authorised Signatory

22.1 The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Witnessed By:

Mukesh Lambadar
S. S. Dharmapal
Renuki

Name
Address



Witnessed By:

Name
Address

Arunachal Bhisoi
S. S. Jagdishwar
Someshwar



Signed and delivered by within named Developer
Creative Buildwell Private Limited

Vijay
For Creative Buildwell Private Limited
Authorised Signatory

Authorised Signatory

Name: Mr. Manish Saxena VITHAL MITTAL
Designation: Sr. Manager DIRECTOR

Signed and delivered by within named Co- Developer -

for Shree Banke Bihari Healthcare LLP

Panwar
Partner
Name: Mr. Panwar C/o Shree Banke Bihari
Healthcare LLP
Designation: Partner

Signed and delivered by within named Co- Developer -

Lalit
Name: Mr. Lalit

Signed and delivered by within named Co- Developer -

Rahul
Name: Mr. Rahul Panwar

ANNEXURE - I

CREATIVE BUILDWELL PVT LTD

WILL	K/M	K-M	REMARKS	
REVL1	39//	16	7-6	
		17/1	1-6	
		25/2	6-16	
		26	0-11	
	40//	3	2-18	
		8	1-18	
		9/1	2-0	
		12	7-7	
		13	0-16	
		18	1-2	
		19	8-0	
		20	8-0	
		21	8-0	
		22	8-0	
		23	1-8	
	41//	2	8-0	
		3	1-14	
		8	1-4	
		9	3-16	
	33//	23/2/2	1-3	LAND UNDER SECTOR ROAD TO BE DEDUCTED
			81-5	
		TOTAL		10.15625 ACRES

Shree Ban...
 H...
 signed



[Handwritten Signature]



For Creative Buildwell (P) Ltd.
 [Signature]
 Authorised Signatory



ANNEXURE-II

Sh. Banke Bihari Health Care LLP - Vide Jamabandi 2018-19 , Sale deed no. 957 dated 22.06.2020 entered as Intakal no. 1579.

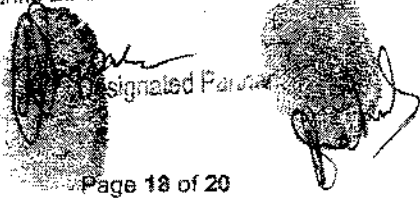
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REVL	34//	22	8-0	
	39//	3	8-0	
		4	8-0	
		7	8-0	
		11/1/2	6-13	
		11/3	0-1	
		12/2/1	6-18	
		14	7-7	
		17/2	6-0	
		18	6-17	
		19/1	2-15	
		23	0-1	
		TOTAL		62-12

Rahul Pawar & Lalit Pawar - Vide jamabandi 2018-19, sale deed no. 562 dated 04.09.2017 entered as Jamabandi Intakal no. 1506.

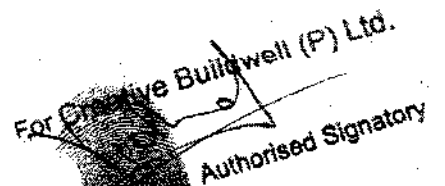
		Killa	K-M	Remarks
REVL	39//	1/3	5-16	
		2	8-0	
		8	8-0	
		9	8-0	
		13/1	7-16	
		TOTAL		37-12

Shree Banke Bihari Healthcare LLP

Designated Partner



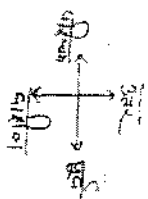

For Creative Buildwell (P) Ltd.
 Authorised Signatory



Handwritten text in Devanagari script, likely a title or header, possibly mentioning 'श्री १०००' and '१९८३-१९८४'.

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100	99	98	97	96	95

Handwritten notes in Devanagari script, possibly 'श्री १०००' and '१९८३-१९८४'.



For Shree Bank of India Head Office

Designated Pa...

For Creative Buildwell (P) Ltd.
 Authorised Signatory

SCHEDULE I

DEVELOPMENT SERVICES

The Developer will provide services for overall management and coordination of the Project in terms of this Agreement with respect to (i) Sales & Marketing, (ii) Project management, (iii) vendors & contractors, (iv) Day to day monitoring, (v) Preparing budgets & Business Plans in mutual agreement with the Co-Developer and as indicatively summarised hereunder:

1. Financial and General Management Services:

- (i) Formulation of business plan, in mutual agreement with the Co-Developer

2. Design:

- (i) Conceptualisation and development of the Project.
- (ii) Coordinating and procuring architectural and engineering designing and master-planning for the Project – all design development including master planning, detailed architectural, engineering drawings etc. and
- (iii) facilitate through consultants drawing changes as required by authorities, drawing interpretation, explanation and coordination.

3. Construction and Project Management:

- (i) To oversee, supervise and manage the area of the Project falling in Co-Developer Land;
- (ii) To coordinate appointment of the consultants (Architectural, structural, electrical/MEP, landscape, interior design, lighting design, quantity surveyor and such other consultants as required for area of the Project falling in Co-Developer in accordance with the terms of the Agreement;
- (iii) To oversee, supervise and coordinate the handover possession of the respective plots/villas/floors/commercial area to the prospective purchasers of area of the Project falling in Co-Developer Land
- (iv) To oversee and ensure the smooth execution of the area of the Project falling in Co-Developer Land observing and maintaining all the norms of standard quality and safety of construction.

4. Sales and Marketing Management and CRM:

- (i) To assist Co-Developer in sales and marketing and services area of the Project falling in Co-Developer Land;
- (ii) To oversee, undertake and manage promotion campaigns for the Project
- (iii) To coordinate with brokers and estate agents

For Shree Banke Bihari H...ncers LLP

Designated Partner

For Creative Buildwell (P) Ltd.
Authorised Signatory

Reg. No.

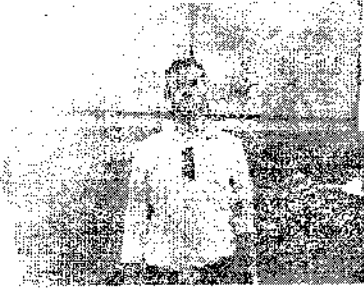
Reg. Year

Book No.

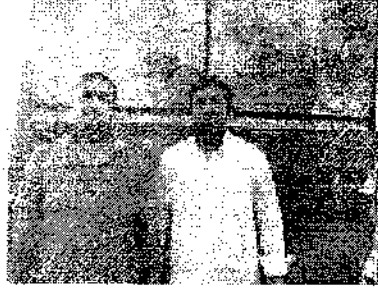
8538

2020-2021

1



पेशकर्ता



दावेदार



गवाह

For Creative Buildwell Pvt. Ltd.
Signature

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru विडल मिस्तल OTHER क्रियेटिव बिल्डवेल प्रा.लि.

दावेदार :- thru पवार OTHER बाके लि. एल.एल.पी. ललित पवार, राहुल

पवार

गवाह 1 :- मुकु

गवाह 2 :- अवध बिहारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8538 आज दिनांक 09-03-2021 को बही नं 1 जिल्द नं 949 के पृष्ठ नं 135.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 13763 के पृष्ठ संख्या 4 से 6 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 09-03-2021

उप/सयुक्त पंजीयन अधिकारी(सोनीपत)

