



Certificate No. GOZ2018C440



Stamp Duty Paid : ₹ 375500

(Rs. Only)

GRN No. 34308916



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Bijander Singh
 H.No/Floor : Na Sector/Ward : Na LandMark : Na
 City/Village : Daultabad District : Gurugram State : Haryana
 Phone: 0 Others : Surender, dayanand, ratan singh

**Buyer / Second Party Detail**

Name : Ms Mahira buildtech Pvt ltd
 H.No/Floor : 302a Sector/Ward : 43 LandMark : Global foyer
 City/Village: Gurugram District : Gurugram State : Haryana
 Phone : 0

Purpose : Joint Development Agreement

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

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JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon.

BETWEEN

1. Sh. Bijander Singh, Sh. Surinder, Sh. Dayanand all sons of Shri Ratan Singh
2. Sh. Ratan singh S/o Sh. Badlu
 Resident of village Daultabad, Tehsil and District Gurugram 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

Bijander Singh *Dayanand*

<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील कादीपुर	गांव/शहर दौलताबाद
<u>भवन का विवरण</u>	
<u>भूमि का विवरण</u>	
<u>धन संबंधी विवरण</u>	
राशि 25,020,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 375,500.00 रुपये
E-Stamp स्टाम्प न. g0z2018c440	स्टाम्प की राशि 375,500.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	DFC: JKJGOPHM
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Shiv Kumar Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 26/03/2018 दिन सोमवार समय 1:36:00PM बजे श्री/श्रीमती/कुमारी Bijender Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ratan Singh निवासी VPO Daultabad Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
Bijender Singh

उप/सयुक्त पंजीयन अधिकारी
कादीपुर

श्री Bijender Singh, Surinder, Dayanand, Ratan Singh

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru Alakh Niranjana दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी T C Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurugram व श्री/श्रीमती/कुमारी Shiv Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv Gurugram ने की।

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

दिनांक 26/03/2018

उप/सयुक्त पंजीयन अधिकारी
कादीपुर

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/सयुक्त पंजीयन अधिकारी
कादीपुर

M/sMahira Buildtech Private Limited, scompany registered under the provisions of The Companies Act, 1956, having its registered office at **302-A, Global Foyer, Golf Course Road, Sector-43, Gurugram-122009** Through its authorised signatory Sh. Alakh Niranjana S/o Sh. R.P Singh authorized to enter into the present agreement on behalf of company vide resolution passed in the meeting of the board of directors held on 24th March, 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.
- b. "**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.
- 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:

- a. The **LAND OWNERS** have represented that they are the owners and in possession of the land bearing **Rect. No. 80 Killa No. 22/2(0-18), 23(8-0), 24/1/2(2-0) & Rect. No. 97 Killa No. 3 (1-7), 4/1 (1-12) total measuring 13Kanals17Marla** situated within the revenue estate of village **Daulatabad, Tehsil and District Gurugram** vide Jamabandi for the year of 2005-06 (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.

Bijendra Singh *Sh. Alakh Niranjana*
Sh. R.P. Singh



पेशकर्ता

दावेदार

गवाह

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उप / सयुक्त पंजीयन अधिकारी

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[Handwritten signature or name in Hindi script.]

- b. 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 further represented that no notification for acquisition has been issued by the State Govt. under Land Acquisition Act. 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.
- c. 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.
- d. The LAND OWNERS are now desirous of utilizing the said Land for construction of an affordable project and after viewing the track record and expertise of the DEVELOPER in the real estate development, the LAND OWNERS have approached the DEVELOPER for development of the Said Land as an Affordable Housing Project on collaboration basis at the expense of DEVELOPER and paid the consideration of agreed built upshare to the LAND OWNERS.
- e. 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.






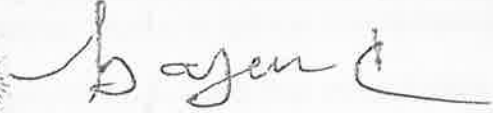








NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

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 measuring 13Kanals17 Marlas** situated within the revenue estate of village **Daulatabad, Tehsil and District Gurugram** for utilizing the same for construction and development of the same as aproposed 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:

S.N.	Issued To	Drawn On	Cheque No.	Date	Amount
1	Sh. Ratan Singh	HDFC BANK	000025	26-03-2018	Rs. 15,00,000/-
2	Sh. Dayanand	HDFC BANK	000028	26-03-2018	Rs. 5,19,678/-
3	Sh. Surinder Singh	HDFC BANK	000026	26-03-2018	Rs. 5,19,678/-
4	Sh. Bijander Singh	HDFC BANK	000027	26-03-2018	Rs. 5,19,678/-

Bijander Singh


Reg. No. 6,466 Reg. Year 2017-2018 Book No. 1

पेशकर्ता	Bijender Singh		
पेशकर्ता	Surinder		
पेशकर्ता	Dayanand		
पेशकर्ता	Ratan Singh		
दावेदार	thru Alakh Niranjan		
गवाह	T C Khatana		
गवाह	Shiv Kumar		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,466 आज दिनांक 26/03/2018 को बही नः 1 जिल्द नः 9 के पृष्ठ नः 14 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 187 के पृष्ठ-सख्या 43 से 45 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 26/03/2018


उप/संयुक्त पंजीयन अधिकारी
कादीपुर

5	Sh. Dayanand	HDFC BANK	000023	20-03-2018	Rs. 9,80,322/-
6	Sh. Bijander Singh	HDFC BANK	000011	20-03-2018	Rs. 9,80,322/-
7	Sh. Surinder Singh	HDFC BANK	000021	20-03-2018	Rs. 9,80,322/-

- i. That out of the approved built up/ non built up area by the government measuring 76,230 (maximum permissible area for affordable housing) sq.ft. per acre the share of parties would be as under:
- > Share of the LAND OWNERS – 60%
 - > Share of the DEVELOPER – 40%

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 an 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.

4. 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.

5. 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.

Bijender Singh *Dayanand*

- 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.
- c. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the LAND OWNERS are lost on account of any defect in the LAND OWNERS title or any litigation started by any one claiming through the LAND OWNERS or any one claiming title paramount to the LAND OWNERS or on account of any other cause or easements whatsoever including outstanding (s), claim (s) taxes etc., on the LAND OWNERS, the LAND OWNERS shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / un-built areas, car parking etc. The LAND OWNERS expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the of the built / un-built area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the LAND OWNERS.
- d. That the LAND OWNERS assured and undertakes that if there be any claim, demand, tax, litigation of any nature whatsoever against the LAND OWNERS, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders, such claims, outstanding demands, litigation and/or court decrees shall be indemnified by the LAND OWNERS.

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 an 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.
- 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.

Bijendra Singh
Devi Singh

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- c. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed 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 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.
- e. That thereafter, the cost of construction of the said 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 Development of 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. In case license is not granted the given amount in clause 3(a) shall lapse and goes to land owner and developer will have no right of any type.
- g. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land a proposed Affordable Housing Project in accordance with the terms of this Agreement.
- h. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land and with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land.
- i. That the construction of the Affordable Housing Project shall be carried on by the DEVELOPER and the DEVELOPER shall be liable to pay the consideration promised in this agreement to the LAND OWNERS. After execution of this agreement, the LAND OWNERS shall be entitled to realise the promised consideration amount and shall not be entitled to assert any other right, title or interest of any nature in the said land.
- j. 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

Bijendra Singh
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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.

- k. 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 and any delay by the LANDOWNERS in passing on the refund to the DEVELOPER in this regard shall entail interest @24% per annum.
- l. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to mortgage the said land for raising funds for the construction of the proposed Affordable Housing.
- m. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

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/its 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 Special Power of Attorney(s) and General Power of Attorney(s) shall not be cancelled by the LAND OWNERS. Special Power of attorney shall also authorise the developer to exercise all rights under this Joint Development Agreement. A General Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this agreement and to let out/mortgage the land/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.

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.

Bijendra Singh



- b. In case the LAND OWNERS fails to cure the defects in the title of the said Land as detailed in para (a) above within a reasonable time, or in case the LAND OWNERS are involved or engaged in any litigation whatsoever with respect to the said Land, the DEVELOPER may in its sole discretion and without prejudice to any of its other rights under this Agreement or in law, rescind from this Agreement, in which event, the LAND OWNERS shall be liable to refund to the DEVELOPER all the amounts paid by the DEVELOPER to the LAND OWNERS under this Agreement.

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

- a. That the LAND OWNERS are aware of the fact that the Affordable Housing Project over the Said Land shall be set up in accordance with the 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 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. That the LAND OWNERS are further aware that the sales are to be made on carpet area basis and that in district Gurgaon allotment rate of the apartments shall be as applicable on the Affordable Housing Policy. 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 cars and two wheelers in the project.
- 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 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 Affordable housing Project.
- f. 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.
- g. That notwithstanding the execution and registration of the attorney, the LANDOWNERS shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser(s) of unit(s) /

By order of _____

space(s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser(s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

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) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies (viii) restraint from courts, delay in grant of sanctions/permissions due to change in policies of the government or due to procedural delays etc., 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. That the execution of the present agreement the possession of the said land has been delivered to the DEVELOPER and the DEVELOPER shall be entitled to use and utilize the said land to develop the proposed Affordable Housing Project.
 - ii. 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,
 - iii. 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.
 - iv. 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.

Bijender Singh



- v. To render full assistance and cooperation to the DEVELOPER in completion of the construction works and all its other obligations under this Agreement.
- vi. To faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.
- vii. 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,
- viii. 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,
- ix. 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.
 - v. 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.

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- 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.

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 the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the mutual agreement between the owner and the DEVELOPER for a period of 5 years from the date of grant of occupation certificate.
- h. 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.
- i. 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.
- j. 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.

Bijendra Singh


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- k. 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
- l. 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.
 - b) Any defect in the title of the said Land.
 - c) Possession of the said Land getting disturbed by the LAND OWNERS themselves or by anybody claiming under them.
- ii. The DEVELOPER also hereby agrees to indemnify the LAND OWNERS and keep the LAND OWNERS indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the LANDOWNERS and against all losses, damages, costs and expenses which the LANDOWNERS may suffer on account of the following:
 - a) Any of the representations, statements and assurances made by the DEVELOPER are found to be false, fraudulent or misleading.
 - b) Non-observance by the DEVELOPER of the terms and conditions of the licenses granted for the development on the said Land or any act of omission or commission resulting in violation of the laws applicable to the construction and development.
 - c) Breach of any terms and conditions mentioned in this agreement.

17. REGISTRATION & ADDITIONAL CLEARANCES

Bijendra Singh *Devesh*

- i. In the event this Agreement is required by law to be registered, then both 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.

18. DISPUTE RESOLUTION

In the event of any dispute or difference arising between the Parties hereto, relating to OR connected with this Agreement OR claims pertaining thereto OR as to the meaning or construction of the terms and conditions contained herein or application thereof, during the subsistence of this Agreement or after the termination thereof, the Parties shall mutually try to resolve such disputes & differences amicably or to under the provision of the ARBITRATION ACT. However, in the event such disputes/differences cannot be amicably resolved or to under the ARBITRATION ACT, the Courts at Gurgaon and the Hon'ble Punjab & Haryana High Court at Chandigarh shall alone have the jurisdiction on 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.

20. 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.

21. 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.

22. COPIES OF THE AGREEMENT

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

By order of the Land Owner *By order of the Developer*

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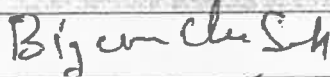
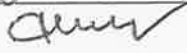

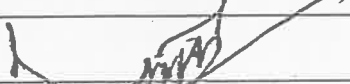


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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS THE 26th day of March, 2018.


S.N.	SIGNED AND DELIVERED by Within named LAND OWNERS	Signature
1	Sh. Bijander Singh S/o Sh. Ratan Singh	
2	Sh. Surender S/o Sh. Ratan Singh	
3	Sh. Dayanand S/o Sh. Ratan Singh	
4	Sh. Ratan Singh S/o Sh. Badlu	

SIGNED AND DELIVERED

by Within named DEVELOPER



M/s Mahira Buildtech Private Limited



SHIV KUMAR SINGH
Advocate
Distt. Court, Gurugram



Drafted By
SHIV KUMAR SINGH
Advocate
Distt Courts, Gurugram



SHIV KUMAR SINGH
Advocate
Distt. Court, Gurugram

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