Non Judicial	3 6	٢	Indian-Non Jud Haryana Go		up 🔞 🕫	ate : 01/12/	2022
Certificate N	o. R0A2022L	429		15	Stamp Duty Paid	: ₹ 241600	in
GRN No.	96818101				Penalty :	₹0	
			Seller / First Pa	rty Detail	(Pla. Zaris Only)		
Name:	Pooja jindal		14.96				1
H.No/Floor :	993	Sector/Wa	ard : 6	LandMark :	Sector 6		
City/Village :	Bahadurgarh	Distric	t: Jhajjar	State :	Haryana		
Phone:	93*****64		Buyer / Second P	arty Detail			
Name :	Nv residency llp						
H.No/Floor:	993	Sector/Wa	ard : 6	LandMark :	Sector 6		
City/Village: Phone :	Bahadurgarh 93*****64	Distric	t: Jhajjar	State :	Haryana		ALC: NO
Purpose :	Collaboration Agr	eement		#1-5770			100
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DEVELOPMENT-Cum-COLLABORATION AGREEMENT

Type of Property - Agricultural Village: Sunari Kalan Area - 06 Kanal 04 Marle Value - Rs. 1,20,76,250/-Stamp Duty - Rs.2,41,600/-Stamp : R0A2022L429

THIS AGREEMENT OF DEVELOPMENT/COLLABORATION is made and executed at Bahadurgarh on this 5th December, 2022

By & Between

Mrs. Pooja Jindal Wife of Vijender Jindal Age about 42 years, PAN No. ADSPJ2988H & Aadhar No. 673224014915 is Permanent resident of House No. 993, Sector-06, Bahadurgarh-124507, Distt. Jhajjar, Haryana, India, hereinafter referred to as the owners which expression unless excluded by or repugnant to the context or meaning thereof be deemed to include the owners and her legal heirs, successors, representatives, executors and assigns etc. of the First Part:

AND

M/s NV Residency LLP (LLPIN AAY-5482 PAN AATFN1609H) having its office House No. 993, Sector-06, Bahadurgarh-124507, Distt. Jhajjar, Haryana, India acting today through its Designated Partner Amit Garg s/o Sh. Suresh Chand Garg r/o 57, Anaj Mandi Arya Şamaj Gali Bahadurgarh, hereinafter referred to as "Developer"

SIDENCY For A Designated Partner

त्लेख न:8396		दिनांक:09-12-2022
	डीड सबंधी विवरण	
डीड का नाम COLLAB AGREEMENT	ORATION	
तहसील/सब-तहसील रोहतक		
	† (Sunari Kalan)	
	धन सबंधी विवरण	
राशि 12076250 रुपये	स्टाम्प ड्यू	टी की राशि 241525 रुपये
स्टाम्प नं : R0A2022L429	स्टाम्प की राशि 2416	600 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:0096818859	पेस्टिंग शुल्क 0 रुपये
Drafted By: रविन्द्र कौशिक अधिवक्ता		Service Charge:0

यह प्रलेख आज दिनाक 09-12-2022 दिन शुक्रवार समय 4:39:00 PM बजे श्री/श्रीमती /कुमारी Pooja jindal पत्नी vijender jindal निवास bahadurgarh द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उ रात्रधुन्सा मजराय अविकर्तर (क्षीहतक) रोहतक

हस्ताक्षर प्रस्तुतकर्ता Pooja jindal

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ms nv residency llp thru Amit garg हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीमहाबीर नम्बरदार पिता --- निवासी सुनारी खुर्द व श्री/श्रीमती /कुमारी अंकित पिता ---

निवासी बहादुरगढ ने की |

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

For NV / 651DENCY

Invided Partner

जिस्ट्राय वकारी(रोहतक) संयव उप/सयुंक्त

which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part.

WHEREAS THE FIRST PARTY is the lawful owners in possession of land measuring **06 Kanal 04 MARLE** SITUATED IN THE REVENUE ESTATE OF VILLAGE Sunari Kalan in the state of HARYANA Comprised in Khewat No. 711/609 Khatoni No. 739 Rectangle No. 86 Killa No. 23Min South(01-02), 24Min South(0-17) Rectangle No. 115 Killa No. 4(01-15), 5Min South East(2-09) Kitte 4 area 06 Kanal 04 MARLE vide Regd. Sale Deed No. 7677 Dtd. 22.11.2022 and Vide Mutation No. 22774. This land measuring **06 Kanal 04 MARLE is** Situated in the revenue estate of Village Sunari Kalan, Tehsil & Distt, Rohtak is hereinafter referred to as the **'SAID LAND'**

AND WHEREAS the developer along with its associate company(ies) contemplates to develop the said land by developing the plotted residential Plotted colony, Affordable Group Housing Scheme and/or Affordable Plotted Colony under Deen Dayal Jan Awas Yojna, Commercial Colony and any/or all of the policies/licenses launched by State Govt as the case may be./ Commercial complex thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority.

AND WHEREAS the owners are not fully equipped to execute and complete the work of development and construction of the proposed plotted residential complex and have approached the developer, who is engaged in the development and construction of various type of buildings and is well reputed and experienced in this line of business and is confident that he is in a position to obtain permission for Change of Land Use/obtain license etc., to Collaborate with them in the execution and completion of the said plotted residential Complex on the said land.

AND WHEREAS the developers have agreed to undertake the execution and completion of said residential/Commercial Complex on the said land on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-

- 1. That it is further agreed between the owners and Developer that in lieu of the Developer agreeing to develop the said land for residential / commercial purposes and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the Developer to the owners, the parties hereto have agreed to share the entire Developed /built up area in the said project in the following manner.
- 2. That the subject matter of this Deed of Collaboration between the owners and the developer is the said land measuring **06 Kanal 04 MARLA** or thereabout for utilizing the same for Development of plotted residential colony which fall in:- revenue estate of *village SUNARI KALAN* of Tehsil & District **Rohtak** in State of Haryana.
- 3. That the owners assures and declares that he/she/is/are the absolute owners of the said land and is/are entitled to execute collaboration with the

For NV RESA **Designated** Partner

Reg. Year	Book No.	
2022-2023	1	
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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8396 आज दिनाक 09-12-2022 की बहा न 1 जिल्द न 11 प पृष्ठ नं 99.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 211 के पृष्ठ संख्या 57 से 66 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

संयुक्त संज-रजिस्ट्रार उप/सयुंक्त पंजीस्ट्रा कथिकारी(रोहतक)

developer for the said land. This area (Proposed for collaboration) is free from acquisition. It shall be the sole responsibility of the collaborators to get the land partitioned from the co sharers/co owners of the khewat. In case the process of partitioning gets delayed by more than one year from the date of this collaboration agreement, intentionally or unintentionally, then the collaborators shall be liable to pay damages to the developer. The extent of the damages to be paid by the landowners to the developer shall be ascertained by the sole arbitrator ,who shall be appointed by the developer.

- 4. That all the rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual physical possession of the said land to the developer shall be the exclusive liability of the owners.
- 5. That the owners has declared and represented to the developer that there are no religious or family disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgages, charges, gifts, liens, hypothecations, attachments, liabilities, tenancy, un-authorized occupations, claims and litigations and acquisition and the owners shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this agreement in all respects. The developer has entered into this agreement relying upon these declaration and representations/undertakings of the owners.
- 6. That in case the said property or any part thereof comprised in and subject matter of this agreement declared to be belonging to the owners, is lost on account of any defect in the owners' title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any cause or cause whatsoever including relating to any outstanding(s), claim(s) taxes (s) etc. on the owners, the owners shall be liable for the damages, losses, costs and expenses sustained by the developer and / or intending buyers of whole or part of the build / un-built areas of the developer share. The owners expressly agree to keep the developer and the intending buyers of whole or part of the developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the developer or the intending buyer may sustain or incur by reason of any legal case or cases whatsoever.
- 7. That if there be any claim, demand, litigation of any nature whatsoever against the owners, then it is a condition of this agreement that the work of development and / or any other matter incidental to this agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and / or courts decree shall only be met and satisfied out of owners' share of the area of project and or proceeds thereof. The owners further undertake that this agreement is irrevocable. Also that If the landowners fail to honor this agreement in any way, the Developer shall be fully entitled to get this agreement executed through the court of law.
- 8. That the owners shall execute General Power of Attorney (GPA) and Special Power of Attorney and / or any other document or papers in favor of the Developer or it's nominee to enable the Developer to apply for all regulatory

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approvals, licenses, sanctions and 'no objections, required for development of the said land and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required the owners have to sign the same to enable to Developer to obtain the necessary license/permission and complete the development of the colony on the said land. The Owners shall sign the same without raising any objections in any manner whatsoever and within the stipulated period.

- 9. That the owners further undertake that he/she/they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the said kind of the 'Development'.
- 10. That the owners shall furnish documentary proof of their title of the said land as and when required by the Developer and / or the concerned authorities as may be required from time to time.
- 11. That the owners will assist the developer to defend and otherwise respect to any proceeding that may be initiated by any person in regard to the any portion of the said land which may be instituted at any time hereafter before any court or other authority.
- 12. That owners has hand over the actual physical possession of the said land to the developer for purpose of developing the said land for residential plotted Colony, agreed to be developed, with the immediate effect from the date of signing of this collaboration agreement, to enable the developer to discharge its part of obligation.
- 13. It is however agreed by the Developer that the developer shall develop, construct and complete the total development and construction of the aforementioned land at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities.
- 14. That all licenses, approvals, sanctions etc. wherever required for development on the said land shall be procured by the Developer at its own cost and expenses and in its own name. All expenses towards scrutiny fee, License Fee, Conversion Charges, payable to the concerned authorities shall be paid by the Developer only.
- 15. That it is agreed between the parties that in lieu of the owners providing their land free of cost to the developer, the developer shall deliver/transfer/handover the possession free of cost to the owners, of the owner's fully developed share in the fully developed land free of cost within 36 months from the date of letter of intent given by the Government of Haryana.
- 16. That it is Further agreed and assured by the Developer that the Developer at it's sole discretion may apply for obtaining License for the whole or any/some part/portion of total land/acres mentioned in this agreement.
- 17. That the agreement shall be irrevocable and no modification / alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of DG, TCP Haryana.
- 18. That the developer firm i.e. M/s NV Residency LLP shall be responsible for the compliance of all terms and conditions of license/provisions of Act of 1976 till the grant of final completion certificate o the colony or

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relieved of the responsibility by the Director General, Town And Country Planning, Haryana, whichever is earlier.

19. That collaboration agreement executed between the parties shall be remain in force in future and shall be applicable for Plotted, Affordable Group Housing Scheme and/or Affordable Plotted Colony under Deen Dayal Jan Awas Yojna and any/or all of the policies/licenses launched by State Govt as the case may be.

OWNERS'S ALLOCATION

- (a) That the owner i.e. Mrs. Pooja Jindal shall be entitled to get fully developed residential plots equal to 1150 sq. yards for each acre of land for which this Development-cum-Collaboration agreement is being executed. In total owner i.e. Mrs. Pooja Jindal shall get 1860 sq. yards of fully developed land against total land of 06 Kanal 04 MARLE owned by owner i.e. Mrs. Pooja Jindal. it is made clear that Residential plots coming in owner's Allocation may be given by Developer out of the plots developed on the land owned by Owner or may be given out of plots developed on some adjoining area owned by Developer. This area of 1860 sq. Yards Shall be divided into number of plots of different sizes as per choice of Developer.
- (b) That it will be choice of Owner, whether owner company wants to market plots allocated to it through Developer or Owner comany itself wants to market it's allocation area.
- (c) That an amount of Rs. 11, 000/- (Rupees Eleven thousand only) through A/c Payee Cheque No. 058519 dtd. 25.11.2022 drawn at Central Bank of India, Railway Road, Bahadurgarh (Hr) has been paid by the developer to the landowner at the time of signing of this collaboration cum development agreement.
- (d) That sale and marketing of the developed area shall be conducted by the Developer on the terms and rates fixed by the Developer. All marketing expenses pertaining commissions to agents/brokers, brochures, advertisements etc. shall be borne by the developer, for which separate General Power of Attorney shall be executed by the Owner in favor of Developer.
- (e) That it is made clear that Developer may add whole or any portion of Owner's land into some existing License area being developed by Developer or into extension of School being run by any Trust/Society or by any individual person or into any other establishment or unit. It has been further made clear that decision of Developer regarding use and development of owner's land shall be final and completely binding upon owner i.e. Mrs. Pooja Jindal.

DEVELOPER'S ALLOCATION

That the DEVELOPER shall be entitled and become owner of the owners complete land measuring 06 Kanal 04 MARLE after transfer/delivery/handover of owner's allocation i.e. 1860 sq. yards against total land for which this Development-cum-Collaboration agreement is being executed. The entire saleable plotted area and common facilities and amenities shall vest in the developer in consideration of mentioned owner's allocation and towards developing the entire land into a residential/commercial Complex /Township over the said land.

It has been agreed by the owner i.e. Mrs. Pooja Jindal. that after transferring of 1860 5

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sq. yards of Residential plots in favour of Owner company, it shall execute Regd. Exchange Deed in favour of Developer firm.

After transfer of agreed amount and agreed residential plots to the owner, the whole Developed Area/said land shall go and will be owned and retained by the developer in lieu of consideration amount and agreed residential plots and towards development of the said land and the developer shall become exclusive owners of the said land and only developer shall have the right to develop the said land for other purposes other than residential such as Commercial etc.

The Common Areas of the project such as Roads, services, community sites and other structures will be owned/ controlled by the Developer.

Developer on the basis of GPA shall be entitled to book the plots and or enter into agreement to sell with third parties shall execute deeds of conveyances of such saleable area and various units of the said project in such part or parts as shall be required. Further developer shall join and confirm such sale by executing all and every transfer document/deed in favor of the Transferees. The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees. Owners shall execute further GPA in Developer's or its nominee's favor such that developer shall be fully entitled to sell its share of the unsold area and receive consideration directly in its name. Owners however at all times shall co-operate for such purpose and shall execute any further documents to effectively and legally transfer and convey developer's unsold area in third party favor, without being entitled to any further money or consideration for that matter.

- 1.At the time of signing the agreement an amount of Rs. 11, 000/- (Rupees Eleven thousand only) through A/c Payee Cheque No. 058519 dtd. 25.11.2022 drawn at Central Bank of India, Railway Road, Bahadurgarh (Hr) has been paid by the developer to the landowner at the time of signing of this collaboration cum development agreement.
- 2. Developer at its absolute discretion shall demolish all structure "Kacha" or "Pucca" existing on the said land before the Developer applies for requisite approvals and sanctions.
- 3. That the developer shall commence and complete the development of the said residential/Commercial Complex by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the residential / Group Housing /Commercial Complex in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully empowered and entitled to assign agreement in favor of any Third party at its absolute discretion for the development without any recourse to the owners and the owners shall have no objection for such assignment.
- 4. That the developer shall pay and bear all taxes, cesses and levies payable for the said land and building from the date of the commencement of development.
- 5. The developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labor, employee, neighbor or any

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other person shall be borne by the developer and owners shall be absolved of and indemnified by the developer of any financial or other liability in this regard.

- 6.The owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said residential /Group Housing / commercial project or booking and sale of developer's share of developed, built or un built areas of the Project.
- 7.It is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed nor any interference caused by the owners till the project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively with the owners and developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided herein after which the ownership in the property shall be of both the parties as per their respective shares.
- 8. The developer and the owners shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts. The developer shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favor of such purchaser. The owners shall also join hands in executing the documents in favor of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favor of such purchaser all receipt shall be issued for and on behalf of the owners and developer conclusively thereby binding both the parties for the transaction.
- 9.The owners shall execute General Power of Attorney in favor of the developer and / or its agents, nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this Collaboration agreement and to let/sell area of its share.
- 10. The owners and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department, Government of Haryana in respect of the project sought to be developed, which have been duly seen and examined by developer.
- 11. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
- 12. It is an integral and essential term of this agreement that the said residential / commercial complex shall be named as decided by the developer without any objection whatsoever from the owners.
- 13. That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.
- 14. That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event

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the subsequent collaboration agreement shall prevail over this agreement.

15. That all original documents in respect of the said land shall be kept with Developer and this Collaboration Agreement is irrevocable by the parties.

OBLIGATION OF THE OWNER:

It is agreed by and between the parties that the Owners shall have the following obligations, including the other conditions specified in the rest part of the agreement, which shall be performed by him at its own cost and expenses:

- A. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of execution of this agreement at its own cost and expenses;
- B. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- C. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- D. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.
- E. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- F. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- G. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favor of Prospective buyers / tenants / Licensees.
- H. To execute and sign all necessary documents of transfer of the developed area//plot/built up units including sale deed or Lease Deed in favor of Prospective buyers / tenants / Licensees for transfer of title of the developed area/plot/built up Units of the developers share upon completion of the Project.
- I. To defend, compromise & settle, all suits, proceeding and cases jointly with the 'Developer that may be initiated by any third party against any/all acts of the Owners or Developer with regard to development, construction and marketing of the project.
- J. Not to enter into any agreement or arrangement for the development of the said land except with the Developers or its nominee/s.
- K. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNERS, the same will be returned by the OWNERS to the

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DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the OWNERS will pay interest @12% p.a. on the amount thus received for such delayed period.

OBLIGATIONS OF THE DEVELOPER:

It is agreed by and between the parties hereto that the following shall be the obligations and responsibility of the Developer, which shall be performed by it at its own cost and expenses:

- A. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to the appropriate authorities with the approval of Owners for grant of approval and sanction, to fulfill the objects of this agreement.
- B. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
- C. To develop the said Land to carry out and manage the constructions for a Residential and/ or Commercial purpose as per the building plans and other approvals as may be issued by the concerned authorities.
- D. To complete the said project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and, underground water storage tanks electrical and telephone lines etc.
- E. To market the said project in terms of this Agreement.
- F. To enter into contracts, agreement or arrangements with any person for the construction or development of the said project at its own cost.
- G. To discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
- H. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- I.Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.
- J. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non availability of finances.
- K. To determine the sale price lease amount or license fees of the built-up units of the said project from time to time.
- L. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers. Third Parties and / or Prospective purchasers / allottees / transferees / Licensors etc.
- **Note:** 1. That in the event of the dispute or deference between the parties relating to this agreement or any part thereof, the same shall be referred to the

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Bahadurgarh court and the Bahadurgarh Court alone shall have the jurisdiction for adjudication of disputes, if any, between the parties.

- 2. That the developer firm i.e. **M/s NV Residency LLP** Shall be responsible for compliance of all terms & conditions of licence/provisions of Act of 1975 and rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the Director General, Town and Country Planning, Haryana whichever is earlier.
- **3.** That the Agreement shall be irrevocable and no modification / alteration etc. in the term and conditions of such agreement can be undertaken, except after obtaining prior approval of DG, TCP Haryana.

SCHEDULE OF LAND

land measuring **06 Kanal 04 MARLE** SITUATED IN THE REVENUE ESTATE OF VILLAGE Sunari Kalan in the state of HARYANA Comprised in Khewat No. 711/609 Khatoni No. 739 Rectangle No. 86 Killa No. 23Min South(01-02), 24Min South(0-17) Rectangle No. 115 Killa No. 4(01-15), 5Min South East(2-09) Kitte 4 area 06 Kanal 04 MARLE vide Regd. Sale Deed No. 7677 Dtd. 22.11.2022 and Vide Mutation No. 22774 . Situated in the revenue estate of Village Sunari Kalan, Tehsil Tehsil & Distt, Rohtak.

IN THE WITNESSES WHEREOF, the parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses : -

SIGNED AND DELIVERED BY OWNER

SIGNED AND DELIVERED BY DEVELOPER/ M/s NV Residency LLP

Mrs. Pooja Vindal Aadhar 673224014915

Witnesses:- |

Designated Partner Amit Garg (Partner) Aadhar 389013154731

For NV RESIDENCY

मंकित पुत्र राकेइर सिंह बहादुरगढ़ कार्योर

200-

Drafted by :-Ravinder Kaushik, Advocate Civil Court, Bahadurgarh Distt. Jhajjar, Ph. 9315334964

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GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY (hereinafter referred to as the "GPA") is executed at Bahadurgarh, Distt. Jhajjar (HR.) on this 5th day of December 2022. By & Between

Mrs. Pooja Jindal Wife of Vijender Jindal Age about 42 years, PAN No. ADSPJ2988H & Aadhar No. 673224014915 is Permanent resident of House No. 993, Sector-06, Bahadurgarh-124507, Distt. Jhajjar, Haryana, India, hereinafter referred to as the owners which expression unless excluded by or repugnant to the context or meaning thereof be deemed to include the owners and her legal heirs, successors, representatives, executors and assigns etc. of the First Part:

AND

M/s NV Residency LLP (LLPIN AAY-5482 PAN AATFN1609H) having its office House No. 993, Sector-06, Bahadurgarh-124507, Distt. Jhajjar, Haryana, India acting today through its Designated Partner Amit Garg s/o Sh. Suresh Chand Garg r/o 57, Anaj Mandi Arya Samaj Gali Bahadurgarh, hereinafter referred to as "Attorney/ Developer" which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part.

The Land Owner/GPA Executor and Attorney/Developer are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS The Land Owner/GPA Executor is the lawful owners in possession of land measuring 06 Kanal 04 MARLE SITUATED IN THE REVENUE ESTATE OF VILLAGE

1 For NV RESIDENCY signated Partner

प्रलेख न:278	दिनांक:09-12-2022
डीड सबंधी विवरण	г
डीड का नाम GPA	
तहसील/सब-तहसील रोहतक	
गांव/शहर सुनारी कलां (Sunari Kalan)	
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यह प्रलेख आज दिनाक 09-12-2022 दिन शुक्रवार समय 4:40:00 PM बजे श्री/श्रीमती /कुमारी Pooja jindal पत्नी vijender jindal निवास jhajjar द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उपसिद्धति के अधिकारी (रहतक) रोहतक

हस्ताक्षर प्रस्तुतकर्ता

Pooja jindal

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी nv residency lip thru Amit garg हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीमहाबीर नम्बरदार पिता --- निवासी सुनारी खुर्द व श्री/श्रीमती /कुमारी अंकित पिता ---

निवासी बहादुरगढ ने की |

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

सयका उप/सयुक्त रोहतक)

Sunari Kalan in the state of HARYANA Comprised in Khewat No. 711/609 Khatoni No. 739 Rectangle No. 86 Killa No. 23Min South(01-02), 24Min South(0-17) Rectangle No. 115 Killa No. 4(01-15), 5Min South East(2-09) Kitte 4 area 06 Kanal 04 MARLE vide Regd. Sale Deed No. 7677 Dtd. 22.11.2022 and Vide Mutation No. 22774. This land measuring **06 Kanal 04 MARLE is** Situated in the revenue estate of Village Sunari Kalan, Tehsil & Distt, Rohtak is hereinafter referred to as the **'SAID LAND'**

WHEREAS The Land Owners and the Attorney/Developer have entered into Development and Collaboration agreement no. **8396**, DATED o9.12.2022 ("Development Agreement") alongwith other requisite documents in relation to construction and development of a project in the nature of integrated township on land Comprised in Khewat No. 711/609 Khatoni No. 739 Rectangle No. 86 Killa No. 23Min South(01-02), 24Min South(0-17) Rectangle No. 115 Killa No. 4(01-15), 5Min South East(2-09) Kitte 4 area 06 Kanal 04 MARLE vide Regd. Sale Deed No. 7677 Dtd. 22.11.2022 and Vide Mutation No. 22774.

Whereas, The Land Owner has already given possession of the Said Land to the Attorney/Developer for necessary development in terms of the lay out approved by the relevant authority from time to time.

Whereas, The Attorney/Developer has already started to work in relation for obtaining license over the said land and development of a project in the nature of integrated township on the Licensed Land in compliance with the applicable laws. The Land Owners have agreed in terms of the Collaboration Agreements to include the Said Land and to develop the proposed integrated township project on the License Land which include the Said Land (hereinafter referred to as "Project").

Whereas, The Land Owners according to the terms and conditions of Collaboration agreement executed between parties, now execute and grant this GPA to further grant authority and powers to the Attorney. This GPA shall remain Valid for area mentioned under schedule of land for all purposes in future and shall be irrevocable.

NOW KNOW, We AND THESE PRESENT WITNESSES that I Mrs. Pooja Jindal Wife of Vijender Jindal Age about 42 years, PAN No. ADSPJ2988H & Aadhar No. 673224014915 is Permanent resident of House No. 993, Sector-06, Bahadurgarh-124507, Distt. Jhajjar, Haryana, India the Land Owners/GPA Executor, do hereby irrevocably nominate, constitute and appoint, from the date hereof, the Attorney/Developer, acting through any of its officers; employees or agents, (hereinafter called the "Attorney") to be my true and lawful attorney for me/us in my name and on my behalf, to do, execute and perform, at its sole discretion, all or any of the following instruments, acts, deeds, matters and things, in relation to the Said Land, that is to say:

- 1. To manage, control, supervise the Said Land in all respects and to represent us before the concerned authorities in this behalf.
- To apply to the Director General of Town & Country Planning ("DGTCP"), Haryana, HUDA for obtaining the license for establishing integrated township

For NV RESIDENCY esignated Partner

Reg. No.	Reg. Year	Book No.	
278	2022-2023	4	
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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 278 आज दिनांक 09-12-2022 को बही नं 4 जिल्द नं 1 के पृष्ठ नं 69.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 6 के पृष्ठ संख्या 55 से 64 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

> संयुक्त संध-रजिस्ट्रार उप/सयुक्त पंजीमहतस्विधकारी(रोहतक)

consisting plotted affordable residential plotted colony under DeenDayal Jan Awas Yojna-2016 on the Said Land either by itself or in the part or in conjunction with other lands as may be required, to present the Development Agreement and other relevant documents before the Concerned Sub-registrar throughout Haryana& out of Haryana and get the same registered, to sign Form LC-1, Deed of Undertaking, Schedule of land, all forms, applications, agreements, to prepare, sign and submit the layout plans, Shajra Plan Scheme etc. or to give Undertaking(s), Affidavit(s), Statements), Indemnity Bond(s), Bank Guarantee(s) etc. with regard to EDC, IDC, community sites, to pay scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.

- To apply to the DGTCP, Haryana and HUDA for cancellation/ withdrawal/renewal of Form LC-1, Deed of Undertaking, all forms, applications, agreements, Indemnity Bond(s), Bank Guarantee(s) etc. and apply for refund of EDC, IDC, community sites, earlier paid as scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.
- To apply for transfer/alienation of License or rights under license to other Attorney/Developers, Person/s, Firms, LLP, Company etc.
- 5. To receive the LOI along with release of land, if required, license etc. on our behalf and to make, sign and submit any documents, undertaking(s), agreement(s), affidavit(s), statement(s), etc. and to appear before HUDA or Concerned Urban Estates or other Government Authority or Department for getting the Said Land released licensed and for the purpose mentioned above.
- 6. To appear before DGTCP, HUDA, NHAI or Central Government/State Government/ Union Territory Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, DGTCP and partitioned as may be required in connection therewith including the filing appropriate legal proceedings wherever necessary.
- 7. To represent Land Owner before Each & Every Govt., Semi-Govt., Private offices including offices of President of India, Governor of Haryana, income tax department, municipal bodies, Central/State Government Offices or any other Government Authorities and to sign, make and/or file any letter, document, representation and Petition/Suit/Caveat for all Approvals required in connection with the Said Land and for the purpose incidental thereto, including for obtaining Approvals, and make payment of any charges due and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
- 8. To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors architects, labour contractors, workmen, electrician, plumbers, engineers and any other person(s) for completion of the construction, addition; alterations; to sign any contracts, appointment letters, representations, and for the purpose furnish any indemnities, guarantees, to deposit securities and obtain discharge thereof including making, applications and obtaining any Forms; sewage connection, Completion Certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and conditions as our attorney lawfully deem fit and proper.
- 9. To obtain refund of one or all securities, amounts and other deposits made with the concerned departments in the name of the Attorney/Developer or in the name of their nominee or in the name of Land owner and to give receipt thereof.
 3 For NV RESIDENCY

Designated Partner

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- 10. To assign the development rights of the Attorney/Developer's area in the Project.
- 11. To deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to Said Land with any Authority to obtain the receipts, to obtain no objection certificate(s) from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of Law. 12.
- In accordance with the terms of the Development & Collaboration Agreements, & the Power of Attorney and this GPA, to market, negotiate and/or to enter into agreements in relation to the Attorney/Developer's area with the prospective purchasers/customers and to sell, lease, licence or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations, to receive sale considerations in the name of the Attorney and to execute and register all the documents required, on their behalf, as registered owners of the Said Land, for the transfer of the titles in the built-up/developed areas before the competent authorities including the office of sub-registrars of competent jurisdiction regarding Attorney/Developer's area as mentioned in registered collaboration agreement.
- 13. In accordance with the terms of the Collaboration Agreements, the Power of Attorney and this GPA, to enter into agreements in relation to the Land Owner's rights/share in developed area with the prospective purchasers/customers to sell, lease, license or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations received by the Land Owner himself in the name of the Land Owner and only on written advise of the Land Owner, the Attorney/Developer shall execute and register all the documents required, on his behalf, as registered owner of the Said Land, for the transfer of the titles in the builtup/developed areas before the competent authorities, however at the time of execution and registration of the relevant documents in relation to Land Owner's developed Area, the Land Owner shall be a necessary party to the relevant documents and his presence in the office of the sub registrar of competent jurisdiction for registering of such relevant documents shall be necessary.
- 14. To engage architects, project engineers, projects managers, supervisors, skilled, unskilled labor, contractors, suppliers of various item required for constructions and development of the Project. To generally do all other acts, all types of deeds, matters and things whatsoever as this attorney shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Said Land or the affairs relative thereto, even if they are not covered by the above clauses to be carried out by the Attorney/Developer without causing any financial or other liabilities on the land owner.
- 15. To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the land owned by me/ GPA Executer.
- 16. To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the plots those are developed on the land owned by me/ GPA Executer.
- 17. To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the plots of Attorney/Developers area after development of the land owned by me/ GPA Executer.
- 18. In the event of suit, application, petition, return or other proceeding or enquiry whether judicial or quasi-judicial or departmental and whether before any court, tribunal, authority, department, or body, having to be filed or defended in

For NV RESPOENCY Designated Partner

respect of the Said Land or any part thereof against or by the Attorney/Developer, to do any or all of the following-

- (i) To do all the acts, deeds any things necessary to be done in connection with the release of the Said Land, under the provisions of the Land Acquisition Act including filing a Writ(s)/Suit(s) in any Court including High Court/Supreme Court etc.
- To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney/vakalatnama in this behalf;
- (iii) To sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to proceed in all the proceedings filed in their name and on their behalf;
- (iv) To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
- To produce or summon or receive back any documentary evidence;
- (vi) To make and present before any court, tribunal, authority department or body, any application in connection therewith;
- (vii) To take and file compromise or to refer such suit or claim to arbitration.
- (viii) To deposit and withdraw any money(s)/Compensation in connection with such suit/issue;
- To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application;
- (x) To receive any money due to Land Owner in or under such decree or order and to certify payment to the court or authority; '.
- (xi) To apply for inspection and to inspect documents and records of any court;
- (xii) To obtain certified copies of documents and papers /record ;
- (xiii) To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as their said attorneys may deem fit in connection with any such application or appeal; and
- (xiv) To compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decreed amount, to issue receipt, to take every step necessary for the same.
- 19. The Attorney/Developer shall do all needful in relation to the following till development of the Project:
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- i)To represent the owner before all Government agencies such as Municipal Corporations/committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project;
- ii) To deal with and correspond with the electricity transmission/ distribution companies/corporations/authorities/entities and/or officers thereof for obtaining electric connections, electric power to the Said Land and/ or residential Units comprised therein (including making and putting up any sub-station) for and/or in respect of or relating to any building to be constructed and for that purpose to sign, make and/or file all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required;
- To get the water, electric, gas, power, sewer, telephone connections/ iii) meters installed or changed including enhancement of load in the Said Land or part thereof and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/documents and withdraw the same from/before appropriate authorities and to make representations before the concerned officers/authorities; and
- iv) To pay all municipal and local taxes, rates, charges and other outgoings whatsoever, concerning the Said Land, payable to a Governmental Authority, upon any default by the Land Owner to make such payment a Governmental Authority for and on account of the Said Land.
- 20. This GENERAL Power of Attorney is irrevocable.

And we do hereby agree that all acts, deeds, matters and things done by the said Attorneys shall be constituted as acts, deeds and things done by the Executants personally as if present and the Executants undertake to ratify and confirm all that the said Attorneys shall do or cause to be done by virtue of the powers hereby granted.

IN WITNESS WHEREOF, THE GENERAL POWER OF ATTORNEY HAS BEEN SIGNED BY ME/US AT BAHADURARH ON THIS 5th DAY OF December, 2022 IN THE PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE ALSO SIGNED BELOW:-

SIGNED AND DELIVERED BY Executant/Owner

Mrs. Pooja Jindal Aadhar 673224014915

SIGNED AND DELIVERED BY M/s NV Residency LLP

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ATTORNEY/DEVELOPER through Amit Garg (Partner) Aadhar 389013154731

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Nr.

Ravinder Kaushik, Advocate Civil Court, Bahadure th Distt. Jhajjar, Ph. 93150....64