Non Judicial



## Indian-Non Judicial Stamp Haryana Government



Date: 27/10/2023

₹0

Certificate No.

GF272023J81

GRN No.

108837683



Penalty:

Stamp Duty Paid: ₹ 1000

Seller / First Party Detail

Name:

Vijay Kumar

H.No/Floor: 60

Sector/Ward: 6

LandMark: Near tehsil

City/Village: Sohna

District: Gurgaon

District : Gurgaon

State: Haryana

Phone:

99\*\*\*\*\*73

Others: Urmila kumari and gayatri devi

Buyer / Second Party Detail

State: Haryana



Name:

Terra Infracon Pvt Itd

H.No/Floor: 607

Sector/Ward: 49

LandMark: Universal trade tower THE SEALO

Phone:

City/Village: Gurgaon 99\*\*\*\*\*73

Purpose: AGREEMENT

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

2-11-2-23

# Memorandum of Understanding/Indenture/Agreement

This Memorandum of Understanding is made and executed between (1) Mr. Vijay Kumar (aadhar No. 5657 8598 7054) S/o. Sh. Chander Parkash (2). Smt. Gayatri Devi (aadhar No. 6372 7918 9745) W/o. Sh. Vijay Kumar (3). Smt. Urmila Kumari (aadhar No. 9933 7018 7228) W/o. Sh. Chander Parkash all residing at:- Ward No. 06, Fawara Chowk, Sohna, Distt.Gurugram, Haryana-122103 herein after collectively called the First Party. (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

#### AND

Terra Infracon Private Limited, Regd. Office: B-52, AB, 2nd Floor, Kalkaji, New Delhi-110019, Corporate Office 607, 6th Floor, Universal Trade Tower For Terra Infraçon Pvt. Ltd.

1822 21/21/1 GAT 3/1611 27/10

Sector- 49, Sohna Road, Gurgaon (HR)-122018 through its

डीड सबंधी विवरण

डीड का नाम

**AGREEMENT** 

तहसील/सब-तहसील सोहना

गांव/शहर

Sohna

### धन सबंधी विवरण

राशि 105 रुपये

स्टाम्प इयूटी की राशि 100 रुपये

स्टाम्प नं : GF272023J81

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:108821788

पेस्टिंग श्ल्क 3 रुपये

रुपये

Drafted By: Kushal DW

Service Charge: 200

यह प्रलेख आज दिनाक 02-11-2023 दिन गुरुवार समय 11:23:00 AM बजे श्री/श्रीमती /कुमारी

Vijay Kumar पुत्र Chander Parkash Gayatri Devi पत्नी Vijay Kumar Urmila Kumari पत्नी Chander Parkash निवास gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तृतकर्ता

Vijay Kumar Gayatri Devi Urmila Kumari

उप/सयुंक्त पंजीयन अधिकारी (सोहना)

सक्ष रजिस्ट्रार

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Terra Infracon Pvt Ltd thru Dishant SandujaOTHER हाजिर है । प्रतृत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /क्मारीNaresh पिता .. निवासी Mandawar व श्री/श्रीमती /कुमारी Kasam पिता ..

निवासी Sohna ने की |

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

SOHNA.

Director/Authorized Representative Sh. Dishant Sanduja (aadhar No. 6737 9707 3298) S/o. Sh. Vijay Kumar, herein after called the Second Party (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Whereas the First Party are the owners in possession of 14 plots as detailed vide Vasika No. 13045 dated 29-03-2023, 13046 dated 29-03-2023, 13079 dated 31-03-2023, 13092 dated 31-03-2023, 13093 dated 31-03-2023, 13105 dated 31-03-2023, 13107 dated 31-03-2023, 13108 dated 31-03-2023, 13110 dated 31-03-2023, 133 dated 07-04-2023, 134 dated 07-04-2023, 135 dated 07-04-2023, 136 dated 07-04-2023 and 137 dated 07-04-2023, situated in the project known as 'Precore City DDJAY Sector-7, Baluda Road, Sohna, Gurugram.

Whereas, in view of a mutually agreed decision of both the above parties, the second party has requested the first party to handover the physical possession of the above mentioned 14 plots of different sizes in the colony known as Precore City DDJAY, Sector-7, Baluda Road, Sohna, Distt. Gurugram, Haryana (fully detailed in the Annexure "A" attached with the present indenture which shall form and be considered as a part and parcel of the present indenture), for development which includes raising of the construction of various floors of the permissible area/size as per the norms of Govt. of Haryana/Municipal Council, Sohna, Distt. Gurugram over the said 14 plots. The FAR (Floor Area Ratio) and the other vacant space/area shall be left and maintained by the second party in view of the Sanction Plan to be granted by the Competent Authority/Municipal Corporation, Sohna.

Reg. Year

Book No.

10320

2023-2024

1







पेशकर्ता

दावेदार

गवाह

पेशकर्ता :- Vijay Kumar Gayatri Devi Urmila Kumari प्रिक्त पंजीयन अधिकारी दावेदार :- thru Dishant SandujaOTHERTerra Infracon Pvt

गवाह 2 :- Kasam <u>क्रोब्र</u>ोभ

### प्रमाण पत्र

HE SEAL

SOHNA.

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10320 आज दिनांक 02-11-2023 को बही नं 1 जिल्द नं 2 के पृष्ठ नं 6.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 21 के पृष्ठ संख्या 9 से 12 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 |

दिनांक 02-11-2023...

उप/सयुक्त पंजीयन अधिकारी सोहना स्मेश्व रिजस्ट्राप्ट सोहना

For Terra Infracon Pvt. Ltd.

Whereas the first party being the lawful owners in possession of the aforesaid 14 plots of different sizes has voluntarily agreed to handover the physical possession of the same to the second party for the development of the same which includes the raising of constructions in the shape of floors/flats over there subject to the following terms and conditions.

- A. Whereas the second party shall be entitled to book and/or to sell any of the floor/space/flat(s) to be constructed by it for and on behalf of the first party. The second party shall also be entitled to receive in its own name, the booking amount/sale amount/earnest money etc from the prospective buyer(s) for and on behalf of the first party and the second party shall further be entitled to execute any agreement to sell or to issue an allotment letter or do any correspondence etc. with the prospective buyer(s) for and on behalf of the first party. The second party shall also be entitled to send demand letters to the prospective buyers/customers, cancel and/or restore provisional / final allotment of any of the subject floors/flat(s) as per the terms and conditions to be agreed with the prospective customers.
- B. Whereas the second party shall be entitled to execute any documents for the loan to be sanctioned by any Bank/Financial Institution(s) in favour of the prospective buyers/customers in the said project, a promissory note(s), Tripartite Agreement and other incidental documents as may be required by the said

For Terra Infracon Pvt. Ltd

Bank/Financial Institution(s) for the subject floor(s) may also be executed by the Second Party.

- C. The second party shall be competent to apply under its own signatures for obtaining the sanction plan/map/naksha for raising the construction over the said 14 plots and all requisite documents/affidavits, applications required for the same can also be submitted by the second party on behalf of the first party before all competent authority(ies).
- D. The second party shall also be entitled to get the completion certificate/occupancy certificate (OC) from the competent authority in this regard.
- E. The second party will also be entitled to get the permission for installation of electrical feeder/supply, water connections, sewer connections etc. which are required for use and occupation of the said floors to be construction over the said 14 plots.
- F. In consideration of the cost/value of the land of the said 14 plots to be handed over by the first party to the second party for raising construction, the first party will be entitled to receive from the second party, a share of 40% of the gross sale amount of the floors after deduction of brokerage if any, on the sale of such constructed floors by the second party which shall be paid by Second Party to First Party at the time of registration of sale deed(s) to be executed in favour of prospective buyer(s) & the rest 60% share of the sale value shall be received by second

der on Pilay fall and Single State Ltd.

party in consideration of all the cost/expenditure to be incurred by it in raising the construction of the floors.

As already mentioned, the said 40% and 60% share shall be calculated after deduction of brokerage if any from the gross sale value of the floors.

- G. The second party has agreed to complete all construction work pertaining to the above mentioned 14 plots within a maximum period of 3 years and additional six months grace period, if needed, from the date of execution and signing of the present indenture subject to Force Majeure clause and any act of God such as earth quake, flood, Pandemic Situation etc in which case this duration will be suitably increased corresponding to the period during which such event be continued.
- H. The second party shall be entitled to display its hoardings, boards, advertisements, etc in its own name or by any insignia or by any mode for the sales promotion of the flats/floors/space.
- I. The second party will be within its right to manage by itself or through its appointed agency for the security/maintenance of only for these 14 plots which have been agreed to be constructed by the second party through the present indenture.

-DIVENT GOT TO TO TO

J. All the Title deeds/ documents in favour of the first party have been verified and confirmed as true and correct.

That the present indenture is an outcome of mutual agreement and for the benefit(s) of both the parties.

This indenture is executed and signed in the presence of following witnesses.

First Party
Vijay Kumar, Gayatri Devi,

Urmila Kumari

For Terra Infracon Pvt. Ltd.

Second Paigratory

Terra Infracon (P) Ltd. Through its Director Dishant Sanduja S/o. Sh. Vijay

Kumar

# **ANNEXURE-A**

S. No	Vasika No.	Date	Owner's Name	Plot No.	Size (in sq. yards.)	Property ID
1.	13045	29-03-2023	Vijay Kumar	R-166	145.17	3TYV51M5
2	13046	29-03-2023	Vijay Kumar	R-165	145.17	3TVUEL29
3	13079	31-03-2023	Vijay Kumar	R-169	145.17	3T5LJF16
4	13092	31-03-2023	Vijay Kumar	R-167	145.17	3TDYQ829
5	13093	31-03-2023	Vijay Kumar	R-168	145.17	3TAAGRM2
6	13105	31-03-2023	Vijay Kumar	R-177	145.17	3TDCP8P8
7	13107	31-03-2023	Vijay Kumar	R-175	145.17	3TMWVP56
8	13108	31-03-2023	Vijay Kumar	R-176	145.17	3T5DGRP1
9	13110	31-03-2023	Vijay Kumar	R-174	145.17	3TE8FJF7
10	133	07-04-2023	Gayatri Devi	R-163	145.17	3TD19E31
11	134	07-04-2023	Gayatri Devi	R-164	145.17	3T8G7P84
12	135	07-04-2023	Urmila Kumari	Q-178	146.26	3T5UKHJ1
13	136	07-04-2023	Urmila Kumari	R-162	145.17	3TU55UT2
14	137	07-04-2023	Urmila Kumari	Q-161	146.26	3TEAYNA9

Authorised Signatory

Res. No. 78/07/11/2023

KUSHAL SINGH

DOCUMT

TEHES

TEHUS TEHUS LICENUE NO. 2/20... 997 Non Judicial



### Indian-Non Judicial Stamp Haryana Government



Penalty:

Date: 09/12/2023

Certificate No.

GFI2023L10 110337217

Stamp Duty Paid: ₹ 1000

₹0

(Rs. Zero Only) Seller / First Party Detail

Name:

GRN No.

H.No/Floor: 60

Sector/Ward: 6

LandMark: Near tehsil

City/Village: Sohna

Vijay Kumar

District: Gurgaon

State:

Haryana

Phone:

99\*\*\*\*\*73

Others: Gayatri devi and urmila kumari

**Buyer / Second Party Detail** 

Name:

Terra Infracon Sanduja

H.No/Floor: 607a

Sector/Ward: 49

LandMark: Universal trade tower

City/Village: Gurgaon

District: Gurgaon

State:

Haryana

Phone: 99\*\*\*\*\*73

Purpose:

POWER OF ATTORNEY

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

Sohna, District Gurugram

Mr. Vijay Kumar (aadhar card No. 5657 8598 7054) S/o Sh. (1)Chander Prakash (2) Smt. Gayatri Devi (aadhar No. 6372 7918 9745) W/o Sh. Vijay Kumar (3) Smt. Urmila Kumari (aadhar card No. 9933 7018 7228) W/o Sh. Parkash all residing at (whether address of Gurgaon is to be given) Ward No. 06 Fawara Chowk Sohna Distt., Gurugram

For Terra Infracon Pvt. Ltd.

दिनांक:18-12-2023

डीड सबंधी विवरण

डीड का नाम

SPA

तहसील/सब-तहसील

सोहना

गांव/शहर

Sohna

धन सबंधी विवरण

राशि 105 रुपये

स्टाम्प ड्यूटी की राशि 1000 रुपये

स्टाम्प नं : gl272023j39

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:0110379820

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: Kushal DW

Service Charge: 200

यह प्रलेख आज दिनाक 18-12-2023 दिन सोमवार समय 2:30:00 PM बजे श्री/श्रीमती /कुमारी

Vijay Kumar पुत्र Chander PArkash Gayatri Devi पत्नी Vijay Kumar Urmila Kumari पत्नी Chander Parkash निवास . द्वारा पंजीकरण हेत् प्रस्त्त किया गया |

हस्ताक्षर प्रस्त्तकर्ता

Vijay Kumar Gayatri Devi Urmila Kumari

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Terra Infracon Pvt Ltd thru Dishant SandujaOTHER हाजिर है | प्रतुत प्रतेख के

तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीG.S Raghav पिता . निवासी Adv Sohna व श्री/श्रीमती /क्मारी Kasam पिता -

निवासी Nuh ने की |

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

उप/सयुक्त पंजीयन अधिकारी( सोहना ) -

उप/समुक्त पंजीयन अधिकारी (सोहना)

For Terra Infracon Pvt. Ltd.

भयवन सम-गीतस्टार

Non Judicial



### Indian-Non Judicial Stamp Haryana Government



Date: 27/10/2023

Certificate No.

GRN No.

GF272023J39

108821227



Stamp Duty Paid: ₹ 1000

Penalty:

Seller / First Party Detail

Name:

Vijay Kumar

H.No/Floor: 60

Sector/Ward: 6

LandMark: Near tehsil

City/Village: Sohna

District: Gurgaon

Phone:

99\*\*\*\*\*73

Others: Urmila kumari and gayatri devi

Haryana

#### Buyer / Second Party Detail

Name: Terra Infracon Pvt Itd

H.No/Floor: 607

Sector/Ward: 49

LandMark: Universal trade tower

City/Village: Gurgaon

District: Gurgaon

State:

Haryana

Phone: 99\*\*\*\*\*73

Purpose: AGREEMENT

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

Haryana 122103 herein after collectively owners/executants (which expression shall unless repugnant to the context or meaning thereof be deeded to mean and include their successor-in-interest, and permitted assigns)

#### IN FAVOUR OF

Terra Infracon Private Limited Regd Office B-52 AB 2nd floor, Kalkaji New Delhi 110019 Branch Office 1313, 13th Avenue Near Galleria Market, DLF Phase IV, Gurgaon 122009 (HR) through its Director/authorized representative Sh. Dishant

For Terra Infracon Pvt. Ltd.

Book No. Reg. Year Reg. No. 4 2023-2024 109 गवाह प्राधिकत पेशकर्ता

पेशकर्ता :- Vijay Kumar Gayatri Devi Urmila Kumari

प्राधिकत :- thru Disjoint SandujaOTHERTerra Infracon Pvt

गवाह 1 :- G.S Raghav

गवाह 2 :- Kasam 01/11

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 109 आज दिनांक 18-12-2023 को बही नं 4 जिल्द नं 8453 के पृष्ठ नं 79.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 1758 के पृष्ठ संख्या 25 से 27 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है |

दिनांक 18-12-2023

उप/सयंक्त पंजीयन अधिकारी सोहना

उप/सयुंक्त पंजीयन अधिकारी

भंयुक्त सव-रजिल्ली

Sanduja (Aadhar Card No. 6737 9707 3298) S/o Sh. Vijay Kumar herein after called the Developer/attorney (which expression shall unless repugnant to the context or meaning thereof be deeded to mean and include its successor-in-interest, and permitted assigns)

Whereas the Executants are the owners and in possession of their 14 plots as detailed in Vasika No. 13045 dated 29.03.2023, 13046 dated 29.03.2023, 13079 dated 31-03-2023, 13079 dated 31-03-23, 13092 dated 31.03.2023, 13093 dated 31.03.2023, 13105 dated 31.03.2023, 13107 dated 31.03.2023, 13108 dated 31.03.2023, 13110 dated 31-03-2023, 13110 dated 31-03-2023, 133 dated 07.04.2023, 134 dated 07.04.2023, 135 dated 07.04.2023, 136 dated 07.04.2023, and 137 dated 07.04.2023 situated in the project known as Precore City DDJAY Sector 7, Baluda Road, Sohna, Gurugram, hence the executants/these owners are legally competent and entitled to deal with the said plot in any manner as they deem fit.

Asign Strata

For Terra Infracon Pvt. Ltd.

Whereas the Executants have entered into one Memorandum of understanding with aforesaid attorney/developers Terra Infracon Private Limited vide Vasika No. 10320 dated 02-11-2023

NOW THEREFORE, KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that we, the above named executants, do hereby nominate, constitute and appoint the Developer/attorney to be the true and lawfully constituted attorney of the executants and in their name and or on their behalf to do, all acts, matters and things and/or execute, perform or cause to be done and/or executed and performed from time to time, regarding our said plot or to do any of the following deeds or things namely:-

A. Whereas the attorney shall be entitled to book and/or to sell any of the floor/space to be constructed by it for and on behalf of the executants. The attorney shall be entitled to receive in its own name, the booking amount sale amount/earnest money etc. from the prospective buyers for and on behalf of the executants and the attorney shall further be entitled to execute any agreement to sell or to issue an allotment letter or to do any correspondence etc.

Jon sun Junt Gal

For Terra Infracon Pvt. Ltd.

with the prospective buyers for and on behalf of the executants. The attorney shall also be entitled to send the demand letters to the prospective buyers/customers, to cancel and/or to restore provisional/final allotment of any of the subject floors as per the terms and conditions to be agreed with the prospective buyers.

- B. Whereas the attorney shall be entitled to execute any documents for the loan to be sanctioned by any Bank/ Financial institutions in favour of the prospective buyers/customers for booking/buying floors in the said project, promissory notes, Tripartite Agreement(s) and other incidental documents as may be required by the said bank/ financial institutions for the above said purpose.
- C. The attorney shall be competent to apply under its own signatures for obtaining the sanction plan/map/site plan for raising construction of floors over the said plots and the requisite documents/affidavits, applications required for the same can also be submitted by the attorney on behalf of the executants before all concerned authorities.

78 201 201 d

For Terra Infracon Pvt. Ltd.

- D. The attorney shall also be entitled to get the completion certificate/ occupancy certificate (OC) from the competent authority in this regard.
- E. The attorney will also be entitled to obtain the permission for installation of electrical feeder/ supply, water connection and sewer connection which are required for use and occupation of the said floors to be constructed over the said 14 plots.
- F. The attorney shall be entitled to display its hoardings, boards, advertisements etcc in its own name or by any insignia or by any mode for the sales and promotion of such floors.
- G. The attorney will be within its right to manage by itself or through its appointed agency for the security/ maintenance of these 14 plots which have been agreed to be constructed by the attorney.
- H. To effectively exercise the powers vested here in, the attorney shall be entitled to enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement deed, application paper, writing indemnity, undertaking, terms and conditions, entrustment or any

John June Sall

For Terra Infracon Pvt. Ltd.

other type of document or other assurances or things as may from time to time be required by any authority in relation to the project or any part thereof, which may in the opinion of the attorney be necessary or required to be entered into and/or for all or any of the purpose mentioned in the Memorandum of Understanding.

- I. To sign and file undertaking as may be necessary to municipal committee or any other such appropriate authorities and to do all for the acts, deeds and things as may be found necessary or required for effectively carrying intent mentioned in the purpose and Memorandum of Understanding. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents undertaking etc. as may be required for complying with the requirements under the Haryana Apartment ownership Act 1983 and the rules therein.
- J. The said attorney may transfer any part of land or gift the same as per the requirement of government policy or rules for the completion or prior thereto as per the necessity

For Terra Infracon Pvt. Ltd.

Authorsed Signatory

which may arise in the circumstances in the present matter or required for grant of license by the competent authority.

- K. To delegate any or all the powers and authority and to revoke any such appointment or delegation and to substitute any appointee with any other or others in place of such attorney or attorneys as the said attorney shall from time to time think fit at its sole discretion.
- L. Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relation to the development, construction of the project.

M. This Power of Attorney is irrevocable.

GENERALLY, to do all such acts, deeds and things as our attorney(s) may deem fit and proper so as to give effect to the powers mentioned hereinabove. All acts, deeds and things done or caused to be done by our aforesaid attorney shall be deemed to have been done for and on our behalf and shall have the same effect as if the same has been done by us personally.

1311 2 JUNIA 50H

For Terra Infracon Pvt. Ltd.

IN WITNESS WHEREOF the Executants have signed this Power of Attorney on the date, month and year firstly written hereinabove in the presence of following witnesses

WITNESSES

GIRENDER SINGH RAGHAV ADVOCATE

Distt. Court, Gurgaon

1. Sub Divisional Court, Sohna

2. कासम पुन की है कि

EXECUTANTS/OWNERS

1. Vijay Kumar

2. Gayatri Devi

3. Urmila Kumari

Tillia Kulliari 31)

For Terra Infracon Pvt. Ltd.

Authorised Signatory Accepted by attorney

Terra Infracon Private Limited

Through its Director/AR

Dishant Sanduja

KUSHAL SINGH

DOCUMENT WRITER

TEHUSOHNA

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