tion Judicial



# Indian-Non Judicial Stamp Haryana Government



Date: 28/09/2021

20

Certificate No.

GB282021153

GRN No. 82459768



Glamp Duty Paid: \* 4422000

Penalty: the Amelicky

Soller / First Party Detail

Namo:

Ravinder Yaday Etc

H.No/Floor: 50

Sector/Word: 48

LandMark: Universal tower sohns road

City/Village: South city li

District: Gurugram

State:

Haryana

Phone:

97\*\*\*\*55

Buyer / Second Party Detail

Name:

Shf Square Lip

H.No/Floor: 856

Sector/Ward: 14

LandMark: X

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 96\*\*\*\*97

Purpose: DEVELOPMENT AGREEMENT

The authenticity of this document can be verified by scanning this OrCode Through smart shone or on site https://egroshry.nis.in

- Dwinla Vowlade Partner

For SHF SQUARE LLP

Authorised Signatory

V ACANT

# DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made at Gurgaonon this 28th day of September, 2021;

### BY AND BETWEEN

RAVINDER YADAVS/O Rajinder Yadav R/o 50, South City 2, Sohna Road, Universal Trade Tower, Village Tikri Sector 48, Islampur (97), Gurgaon, Haryana-122018 (PAN NO. AEBPY9899L Aadhar No. 4785 5061 3320) (hereinafter referred to as the "License holder! Land owner No. 1", which expression shall, unless repugnant to the context or meaning thereof, mean to include its representatives, successors, nominees, permitted assignees, administrators etc.), being party of the FIRST PART;

#### AND

DEEPAK YADAVS/o Rajinder Yadav R/o 50, South City 2, Sohna Road, Universal Trade Tower, Village Tikri Sector 48, ISLAMPUR (97), Gurgaon, Haryana-122018 (PAN NO. AGIPY7521N Andhar NO. 7646 9626 3971) (hereinafter referred to as the "License holder/Land owner No. 2", which expression shall, unless repugnant to the context or meaning thereof, mean to include its representatives, successors, nominees, permitted assignees, administrators etc.), being party of the SECOND PART;

#### AND

M/s RRD Developers, a partnership firm duly registered with Sub Registrar, Gurgaon and having its office at Village Tikri, Sector 48, Sohna Road, P.O. South City II, Opposite Universal Trade Towers Gurgaon-122001, having Mr. Ravinder Yadav and Deepak Yadav (License holders/ Land owner No. 3. License holder/ Land owner No.2 respectively) as partners (hereinafter referred to as the "License holder/ Land owner No. 3", which expression shall, unless repugnant to the context or meaning thereof, mean to include its representatives, successors, nominees, permitted assignees, administrators etc.), being party of the THIRD PART;

#### AND

M/s SHF SQUARELLP 1. DR.Harish Yadav s/o Sh. Dhani Ram Yadav resident of 856, sector – 14, Gurugram, 122001(PAN no AAAPY5662L, Aadhar no- 820602134155). 2. Amit Goel s/o Sh. Mahavir Goel resident of flat no 404, Siena Tower, Omaxe Heights, sector 86, Faridabad – 121002 (PAN no AGFPG8217Q, Aadhar no 773861407015). 3. Kartar Singh, s/o Sh. Hoshiyar Singh resident of house no 1496/3, Rajeev Nagar, Old Delhi Road, Gurugram - 122001(PAN No.FPLPS1238P, Aadhar no. 509782145970). a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 856, Sector-14, Gurgaon-122002, acting through its designated partner Mr. Amit Goel being duly authorized person, (hereinafter referred to as the "New Developer", which expression shall, unless repugnant to the context or meaning thereof, mean to include its representatives, successors, nominees, permitted assignees, administrators etc.), being party of the FOURTH PART;

The Licence holder/ Land owner (collectivelyLicence holder/ Land owner No.1, Licence holder/

Per PRO DEVELOPERS FOR SHE SQUARE LLP

Ravinder Yaday Deepak, Yaday RRD Developers SHE Square LLP Partner

1

डीड सबंधी विवरण

डीड का नाम AGREEMENT

COLLABORATION

तहसील/सब-तहसील

फरुखनगर

गांव/शहर

Farrukhnagar

# धन सबंधी विवरण

राशि 221100000 रुपये

स्टाम्प इयूटी की राशि 4422000 रुपये

स्टाम्प नं : GB282021153

स्टाम्प की राशि 4422000 रुपये

रजिस्ट्रेशन फीस की राशि 50000

EChallan:82459970

पेस्टिंग शुल्क ० रुपये

रुपये

Drafted By: Nihal Singh Dhariwal Adv

Service Charge:0

उप/सयुंक पंजीयन

यह प्रतेख आज दिनाक 01-12-2021 दिन बुधयार समय 3:56:00 PM बजे श्री/श्रीमती /कुमारी Ravinder Yadav पुत्र Rajinder Yadav Deepak Yadav पुत्र Rajinder Yadav RRD developersthru Ravinder YadavOTHER नियास tikri gurugram द्वारा पंजीकरण हेतु प्रस्तुन किया गया |

हस्ताक्षर प्रस्तृतकर्ता

Ravinder Yadav Deepak Yadav RRD developers

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SHF Square LLP thru Amit GbelOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को

फलखनगर

दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीSunil Mann Adv पिता --- निवासी Disti Court gurugram व श्री/श्रीमती /कुमारी Rajeev Jakhodia पिता Mahaveer Prasad Jakhodia

नियासी: ward 20 pilani chirawa rajasthan ने की |

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

Pather

उप/सर्वेक पंजीयन अधिकारी फेस्बनगर्नार अधुवेत सेव राजार्नार

#### holders/ Land owners.

The Developer and Licence holders/ Land owners are herein individually referred to as the "Party" and collectively as the "Parties".

#### Whereas:

- The Licence holders/ Land owners are the absolute owners of land admeasuring 56 Kanal and 03 Marla situated at Village Farrukh Nagar, Tehsil Farrukh Nagar, District Gurugram as per the details given in Schedule I hereto;
- Whereas Licence holders/ Land owners have obtained licence No. 49 of 2017 issued by Department of Town and Country Planning, Government of Haryana, Chandigarh for setting up of AFFORDABLE RESIDENTIAL PLOTTED colony under Deen Dayal Jan AwasYojna- 2016 on the land admeasuring 7.01875 acres in Sector 3, Farrukh Nagar, District Gurugram, a copy of licence annexed as Annexure-1 hereto;
- Whereas the aforesaid licence is valid and subsisting and Licence holders/ Land owners have paid all dues on account of change of land use, IDC, Infrastructure Development Charges etc.;
- Whereas Licence holders/ Land owners and Developer have agreed to develop the project in accordance with the aforesaid licence on the terms and conditions provided hereinafter.

NOW, THEREFORE, FOR THE GOOD AND VALUABLE CONSIDERATION SETFORTH HEREIN, THE PARTIES HERETO AGREE, DECLARE AND COVENANT AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

Ravinder Yadav Deepak Yadav RRD Developers SHF SQUARE LLP

Reg. No.

Reg. Year

Book No.

2473

2021-2022









गवाह

पेशकतो

दावेदार

उप/सयुंक पंजीयन अधिकारी

पेशकर्ताः Rayinder Yadav Deepak Yadav thru Ravinder YadavOTHER RRD

दायदार :- turu Amit GoelOTHERSHF Square

गवाह 1 :- Sunil Mann Adv

गवाह 2 :- Rajeev Jakhodia

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2473 आज दिनांक 01-12-2021 को बही नं । जिल्द नं 101 के पृष्ठ नं 45.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त वही संख्या । जिल्द नं 1917 के पृष्ठ संख्या 70 से 72 पर विपकाई गयी । यह भी प्रमाणित किया जाता है कि इस दस्तावेल के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं |

FOI SHE SQUARE LLP

दिनांक 01-12-2021

Authorised Signatory

फल्लनगर

#### ARTICLE I

# DEFINITIONS ANDINTERPRETATIONS

#### 1.1 DEFINITIONS

- 1.1.1 "Agreement" means this Development Agreement, its schedules and Annexures attached hereto and any amendments from time to time in accordance with the provisions hereof and the contracts, certificates and other documents executed and delivered pursuant thereto.
- 1.1.2 "Applicable Laws" shall mean any applicable provision under the Constitution, legislations (including principles of the common law), legally binding directives, treaties, statutes, rules, regulations, notifications, policies etc. or order of any Competent Authorities, which are presently in force or which may be formulated, modified, amended and implemented by the Competent Authorities in future.
- 1.1.3 "Approvals" shall mean any permissions, no-objection certificates, approvals, clearances, permits, sanctions, licenses, etc. obtained and to be obtained for the development, construction and implementation of the Project, which shall, wherever applicable, include:
  - Site Planapproval, Clearance from Ministry of Environment or Central / State Pollution Control Board;
  - (ii) Clearance from Fire Department;
  - (iii) Permission for amenities like roads, water, electricity, telephone, wireless, cable, direct to home, conditional access system, clubs and sewerage connections;
  - (iv) Part occupation or completion certificate; and
  - (v) Any other permission, approval, clearance, sanction, permit etc. that may be required in compliance with any Applicable Law, from time to time, for development and construction of the Project.
- 1.1.4 "Competent Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.
- 1.1.5 "DTCP" shall mean Department of Town and Country Planning, Govt. Of Haryana, Chandigarh or its other officeselsewhere;
- 1.1.6 "Effective Date" means the date of execution of this Agreement.
- 1.1.7 "Encumbrance" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis, pendency, sale, gift, mortgage, disputes, litigation, attachment in the decree of any court, court

Ravinder Yadav Deepak Yadav RRD Developers SHF Square LLP

injunction, Will, Trust, Exchange, lease, legal flaws, prior Agreement to Sell, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Project Land.

- 1.1.8 "Force Majeure Conditions" shall have the meaning ascribed to it in Article 9;
- 1.1.9 "Licence" shall mean licence No. 49 of 2017 issued by Department of Town and Country Planning, Government of Haryana, Chandigarh to Licence holders/ Land-owneras per the provisions of Haryana Development and Regulation Urban Act, 1975 for setting up of AFFORDABLE RESIDENTIAL PLOTTED colony under Deen Dayal Jan Awas Yojna- 2016 on the land admeasuring 7.01875 acres in Sector 3, Farrukh Nagar, District Gurugram, Haryana.
- 1.1.10 "Person" means any individual, partnership firm, limited liability partnership, sole proprietorship, unincorporated association, corporation, body corporate, company, trust, un-incorporated / unregistered organization, joint venture, limited liability company, Competent Authority or other entity or organizationn.
- 1.1.11 "Project" shall mean the construction, development and implementation of a residential plotted colony in in accordance with licence No. 49 of 2017 on the Project Land to be developed by the Developer pursuant to this Agreement.
- 1.1.12 "Project Land" shall mean and include land situated at Sector 3, Farrukh Nagar, District Gurugram, Haryana details of which given in Schedule-I hereto
- 1.1.13 "Project Revenue" shall mean the receivables from booking and sale of saleable areas in the Project, that is to be shared by the Parties as per terms of this Agreement, limited to the following:
  - Basic sale price of saleable area / unit in the Project (including residential apartments, EWS units, commercial areas and other saleable areas);
  - (ii) Preferential Location Charges for saleable areas / units;
  - (iii) Upfront deposit received from occupants / buyers / transferees for providing power back up in the various residential / commercial blocks / units.
  - (iv) Onetime charges for exclusive parking space in the Project (excluding parking charges paid by the visitors / members etc., on park and pay basis);
  - One time club membership fee collected upfront from the transferees (excluding any monthly / recurring fees / charges paid by the members / persons for using facilities in the club); and
  - (vi) Interest on account of delay in payments by the buyers/transferees.
- 1.1.14 "RERA" shall mean Haryana Real Estate (Development and Regulation) Authority, Act 2016and rules and regulations framed therein as amended frm time to time.

2 . /	For Ri	DEVELOPERS	For SHF SQU	ARE LLP
Pwinde	1400	for de	Chin.	Partner
Ravinder Yadav	Deepak Yadav	RRD Developers	SHF Square LLP	

- 1.1.15 "Statutory Charges" shall mean any levy, charges, fee etc. imposed /demanded by Government of Haryana, any other authority in respect of CLU charges, Licence fee, IDC, EDC, infrastructure development charges etc. in respect of Project Land, granting Licence for development Project;
- 1.2 INTERPRETATIONS: In this Agreement, unless the context requires otherwise:
  - 1.2.1 unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
  - 1.2.2 reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
  - 1.2.3 reference to any article, section, schedule or annexure shall be deemed to be a reference to an article, a section, a schedule or an annexure of this Agreement;
  - 1.2.4 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
  - 1.2.5 The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
  - 1.2.6 References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
  - 1.2.7 Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;
  - 1.2.8 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
  - 1.2.9 The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting.

Ravinder Yaday Deepak Yaday RRD Developers SHF Square LLP

#### ARRANGEMENT BETWEEN THE PARTIES

- 2.1 The Licence holders/ Land owner, in consideration of the Licence holders/ Land owner's Share in Project Land and development rights of Project in accordance with the Licence, hereby convey, assigns, grants and transfers in favour of the Developer exclusively all rights, interest and entitlements for undertaking development, construction and implementation of the Project on the Project Land and to market, book, allot, sell, lease, license and/or transfer saleable areas in the Project and collect consideration thereof from buyers, allottees and transferees of any right in Project.
- 2.2 The Developer, in consideration of the of the rights and entitlements granted as per clause 2.1 above in respect of development and implementation of the Project and relying on representations, undertakings and subject to the performance of the promises made and obligations assumed by the Licence holders/ Land ownersunder this Agreement, hereby accepts such transfer, grant and assignment agrees to carry-out the construction, development and implementation of the Project on the Project Land and to market, book, allot, sell, lease, license and transfer the saleable area in the Project to the prospective buyer(s)/transferees / lessees / licensees pursuant to the terms contained herein and pay agreed consideration to Land-Ownersin a manner as provided in Article-3 hereto.
- 2.3 The vacant, physical, and peaceful possession of the Project Land shall be handed simultaneously by Licence holders/ Land ownersupon payment of first installment of consideration of Rs.4,00,00,000/- (RupeesFour Crores only) being equivalent to 28.5% of total consideration of Rs.14,00,00,000/- (Rupees- Fourteen Crore only)The Land-Owners hereby undertakesand assures that the possession of the Developer in respect of the Project Land shall not be revoked and/or disturbed on any account or reason whatsoever.
- 2.4 The Land-Owners shall execute this Agreement and also simultaneously execute power of attorney on the format attached as Annexure -2in favour of the Developer or its nominee authorizing to file application, affidavit, petition, representation, personal appearance or through advocate or its representative etc. as may be required for seeking permissions, approval from any authority, government and its departments, instrumentality of state in connection and relation with development, branding, marketing of theProject, selling its plots, products or any other requirement whatsoever of Project and before get it registered with the Sub-Registrar of Assurances, Farrukh Nagar, Haryana.
- 2.5 Balance consideration shall be paid by the Developer to the Land-Owners in a manner as provided hereinafter either from proceeds of sale of plot of Project or otherwise. However, the Developer shall ensure payment of agreed amount on due date(s) irrespective of receipt of adequate money by it from selling plots on due date.

Ravinder Yadav Deepak Yadav RRD Developers' SHI Square LLP

S.No.	Payment Schedule	Percentage of agreed consideration
1	4th August, 2021 or Date of Execution of Joint Development Agreement and General Power of Attorney in favour of Developer or its nominee.	20%
-	15th December 2021	30%
3	31 d March 2022	25%
4	31st July 2022	25%

- 2.5.1. The Developer shall be entitled to make above payment from the consideration in full or part from the allottee/buyers received by it by allotting, selling, transferring. In case of inadequacy of funds received from buyers/allottees, the Developer will make payment from its own resources to the extent of deficiency.
- 2.5.2. In case of delay in payment of above amount on specified due date, Developer will be liable to pay interest at the 30% per annum, but not to exceed 1 month (30 days) after this agreement will stand cancelled and amount paid will be forfeited.
- 2.5.3. The Land owner no.1, Land owner no.2 and Land owner no.3 hereby acknowledges the receipt of Rs.4,00,00,000/- (INR Four Crores only) from the Developer by means of RTGS as per the details below:

a. 20.07.2021 Ref. 0000000000049 HDFC Bank Rs.25.00,000/-(INRTwenty Five Lacs Only) b. 23.07.2021 Ref. 000000000050 HDFC Bank Rs.25,00,000/-(INR Twenty Five Lacs Only) c. 04.08.2021 Ref. 000000000051 HDFC Bank Rs.2,50,00,000/-(INR Two Crores Fifty Lacs Only) d. 18.09.2021 Ref. 0000000000088 HDFC Bank Rs.1,00,00,000/- (INR One Crore Only) -

2.6 Sale proceeds of the plots or collection from the buyers shall be collected/ deposited in the special account as required by the provisions of section 4(2)(1)(D) of Haryana RERA except facilities management charges recovered by the Developer from the Buyers/Allotteesand shall appropriated as per the provisions of Haryana RERA and payment to the Land-Owners as per Article-2 hereto.

Ravinder Yaday

Deepak Yaday

Deepak Yaday

Deepak Yaday

Deepak Yaday

RRD Developers

SIIF Square LLP

# OBLIGATIONS OF LICENCE HOLDERS/ LAND OWNERSAND DEVELOPER FOR PROJECT DEVELOPMENTS

#### 3.1 OBLIGATIONS OF LAND-OWNERS

The Land-Ownersshallat its cost and expenses procure following requisite approvals and permissions:

- 3.1.1 approval of zoning plan of Project(under process);
- 3.1.2 approval of drawings from DTCP(already approved); and
- 3.1.3 to comply with and adhere to the obligations under the Agreement and the Licence.

### 3.2 OBLIGATIONS OF DEVELOPERS (SHF Square LLP)

The Developer shall procure at its cost and expenses following requisite approvals and permissions:

- 3.2.1 Amendment, Change of Licence for addition/insertion of name of the Developer from DTCP as Developer of the Project authorizing to develop the Project, if required:
- 3.2.2 Extension of time for implementation of Project and validity of Licence, if required;
- 3.2.3 Develop Project in accordance with the Licence, approvals and permissions;
- 3.2.4 develop the Project in time bound manner;
- 3.2.5 to get the project registered under the provisions of Haryana Real Estate (Regulation and Development) Act, 2016 and rules and regulations framed therein and comply with all requirements of under RERA;
- 3.2.6 branding, marketing the Project and selling the plots, area etc. at the cost determined by him;
- 3.2.7 Develop the common facilities like roads, water, sewage, electricity infrastructure, green area and parks as per the approved plan and maintain subject to charging expenses till handing over to the association of buyers;
- 3.2.8 execute conveyance, lease, sale deeds as may be required in accordance with terms of allotment, sale, transfer in favour of buyers and allottees and
- 3.2.9 Take all legal liabilities from the date of execution of this agreement and in addition indemnifyto safeguard and keep Licence holders/ Land ownersfree from all legal liabilities pertaining to RERA, DTCP and its concerned departments, Customers, Vendors, suppliers, Brokers, Local bodies, local courts, forums any other court of law.

Ravinder Yadav Deepak Yadav RRD Developers SHF Square LLP

### 3.3 FINANCIAL OBLIGATIONS

The Parties hereto shall bear the financial obligation in respect of development of the Project:

### 3.3.1.Obligations of Land-Owners

The Licence holders/ Land ownersshall bear following cost and expenses:- -

- levy, fee, charges on account of Statutory Charges as may be demanded for the period prior to execution of this Agreement in respect of Licence by the Government or any authority; and
- (ii) for obtaining approval of services, zoning from DTCP (in process); -

### 3.3.2.Obligation of Developer

- for procuring approval of electrical connection from the State Distribution Company for the Project area;
- (ii) Any charges levied by the Govt, authorities like DTCP, HSVP towards enhancement in License fee, EDC, IDC etc shall be borne by the Developer;
- (iii) Extension of time of Licence, if required;
- (iv)Change in Licence on account of addition of name of Developer, execution of this Agreement, if required;
- (v) Extension of area of Project by addition of Land, if required; and
- (vi) transfer of additional Land by Licence holders/ Land ownersor their associates in addition to Project Land at the prevalent rate for agricultural land in the Project area, details of which are given in Schedule I hereto.

Ravinder Yadav

Deepak Yadav

RRD Developers

For SHF SQUARE LLP

Partner

# MARKETING AND BRANDING OF THE PROJECT

- 4.1 The Developer shall have the right to determine the name, logo, mark, brand name, design etc., of the Project at its sole discretion. The marketing, promotion and advertising of the Project shall be carried under the brand name, mark, logo and style as decided by the Developer.
- 4.2 The Developer shall be exclusively entitled to draw up the marketing and promotion scheme in respect of the Project at it may in its discretion deem fit and all brand promotion, marketing, advertisements, booking, allotment and sale of saleable areas in the Project shall be carried out by Developer using its own contractors, agents, representatives in the manner as Developer deems fit and appropriate. The Developer shall be responsible for preparing all marketing schemes, advertising campaigns, promotional materials in respect of the Project, including but not limited to brochures, pamphlets, advertisements through electronic media, print media and all other means.
- 4.3 All costs and expenses to be incurred in respect of marketing, promoting, branding and advertising of the Project shall be incurred by the Developer.
- 4.4 The Developer shall keep and maintain a proper record of number of units booked / allotted in the Project and shall provide the data/details in respect thereof to Licence holders/ Land owner.
- 4.5 The Licence holders/ Land ownersshall not do any act or deed which would in any manner, whatsoever, (including but not limited to creation of any parallel documentation) be in conflict or contrary to the marketing and sales strategy of the Developer.

Ravinder Yaday

Deepak Yaday

RRD Developers

For SHF SQUARE LLP

Partner

ž.

### BOOKING, ALLOTMENT, SALE AND TRANSFER

- 5.1 The Developer shall be entitled to book, allot, sell, transfer and/or deal with the saleable area in the Project in favour of the prospective buyers/transferees and execute the requisite documents including allotment letter, agreement to sell, unit / space buyer's agreement, letter of intent, sale deed, transfer deeds, etc. in respect thereof and receive ndvances, payments, consideration, security deposits, charges and other receivables in respect thereof as per terms of this Agreement and Applicable Laws.
- 5.2 The Developer shall also be entitled to give on lease and/or license the saleable area in the Project in favour of the prospective occupants/transferees and execute the requisite documents including memorandums / agreement to lease, letter of intent, lease deed etc. in respect thereof and receive payments, security deposits, charges, receivables in respect thereof. The Developer shall be entitled to negotiate and finalise with prospective occupants/transferees the terms and conditions for such lease and / or license, including but not limited lease rent, period of lease etc.
- 5.3 The Developer shall also be entitled to present such sale deed, lease deed, transfer deeds, agreements, documents etc., before the Competent Authority for registration and for conveying / transferring the rights, interests, and title in the saleable areas in the Project or any part thereof, in favour of the intending purchaser(s)/allottees / transferree(s).
- 5.4 All applications, registration forms, allotment letters, space buyers agreement, or any other documents/deeds of transfer / sale / conveyance transfer of saleable area in the Project shall be through a uniform and identical set of documents as prepared and finalized by the Developer. The Developer shall be entitled to sign all such documents in the manner it deems fit and proper.

Parting Partin

#### REPRESENTATIONS AND WARRANTIES

- 6.1 In addition to the representations and warranties of the Licence holders/ Land ownersprovided elsewhere in this Agreement, the Licence holders/ Land owner, hereby represents and warrants as follows:
  - 6.1.1.All Statutory Chargesas levied / demanded, have been paid in full by the Licence holders/ Land owners, and if any such charges are found to be due the same shall be borne and paid by the Licence holders/ Land owners. The Project Land is clear from all defects in title/ ownership. The Licence holders/ Land ownershas clear and marketable title over the Project Land and the same is free from all encroachments and the encumbrances and the Project Land is capable of being developed into the Project.
  - 6.1.2. The Licence holders/ Land ownersor anyone on its / their behalf have not entered into any commitment or arrangement or understanding of any nature with anyone creating any third party right, interest or encumbrance of any nature in respect of the Project Land or any part thereof.
  - 6.1.3. There are no outstanding actions, claims or demands between the Licence holders/ Land ownersand any other person / entity affecting or relating to the said Project Land, where under any person / entity has a contractual right or obligation to acquire an estate or interest in the said Project Land / Project or which may hinder the consummation of the transaction contemplated herein.
  - 6.1.4. The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened, subject however to the land falling under road widening and green belt. There are no restrictions or ceilings applicable on the landholdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Competent Authority or lender or creditor or other person, including any revenue authority.
  - 6.1.5. The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Licence holders/ Land owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Competent Authority or regulatory body, in relation to the Project Land.
  - 6.1.6. There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Licence holders/ Land ownersat law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Licence holders/ Land ownersto perform their respective obligations under this Agreement.

Ravinder Yadav

Deepak Yadav

RRD Devélopers f

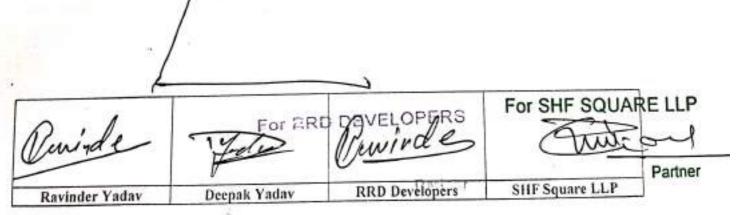
SHF Square LLP

Partner

- 6.1.7.No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into administrative order under the laws of India or any other applicable jurisdiction.
- 6.1.8. The Land Owners has free and unhindered access to and from the Project Land and the construction and development activities under this Agreement are not restricted under Applicable Laws. The Licence holders/ Land ownersshall not: (i) deal with the Project Land and / or enter into any agreement or arrangement with any third party in respect of Project and/or Project Land / part thereof in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).
- 6.1.9.The Licence holders/ Land ownershereby confirms and acknowledges that the general power of attorney and other documents are being passed/ executed /registered in favour of the Developer / its nominee against consideration, and the Licence holders/ Land ownersundertakes to keep them valid at all times and shall not do any act or deed that may have the effect of cancelling or revoking or suspending or terminating such general power of attorney and/or other documents executed or to be executed or in any manner prejudicing or affecting the power/authority /rights vested in the Developer and its nominees except on default to make payment.
- 6.1.10. The Licence holders/ Land ownershas the power to enter into and perform this Agreement and upon execution, this/Agreement would constitute legal, valid and binding obligations on the Licence holders/ Land owner. That there are no legal impediments or bar whereby the Licence holders/ Land ownerscan be prevented from entering into this Agreement and the Licence holders/ Land ownershas all the power and authority to enter into and perform this Agreement and are empowered to do all acts and things of whatsoever nature required pursuant hereto.
- 6.1.11. The execution, delivery and performance by the Licence holders/ Land owners of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly executed under competence and authority of Licence holders/ Land owners(ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate any government license or permissions or any other license or ant contractual obligation on it and (iv) and is not against any court order, judgment or decree, applicable to the Licence holders/ Land owner.
- 6.1.12. The Licence holders/ Land ownersshall continue to comply with all the provisions of the Applicable Laws, License, rules, regulations, guidelines and other statutory provisions in relation to the Project and Project Land.
- 6.2 In addition to the representations and warranties of the Developer provided elsewhere in this Agreement, the Developer hereby represents and warrants as follows:

Davirde	ty of the	Paninde	For SHF SQUAR	6-f
Ravinder Yadav	Deepak Yadav	RRD Developers	4 SHF Square LLP	Partner

- 6.2.1.The Developer shall arrange the requisite resources to construct and develop the Project as per the terms and conditions agreed in this Agreement.
- 6.2.2. The Developer shall not commit any breach of Applicable Laws as in force in relation to the development and construction of the Project and shall comply with and carry out all notices, orders, requisitions of any government, local, statutory or other competent authority under any Applicable Laws or regulations.
- 6.2.3. The Developer has right, power and authority to execute, deliver and perform this / Agreement and to consummate the transactions contemplated herein.
- 6.2.4. The execution, delivery and performance by the Developer of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by its partners, (ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate or conflict with any provision of its partnership deed, (iv) do not violate any government license or permissions or any other license or ant contractual obligation on it, and (v) is not against any court order, judgment or decree, applicable to the Developer.
- 6.2.5.Third party liability, labour laws, Pollution norms and all compliances along with / causalities, if any, on site will be the sole responsibility of the Developer.
- 6.2.6. The Developer shall fulfil all its obligations provided under this Agreement.



# MAINTENANCE OF THE PROJECT

- 7.1 The Developer shall at its own costs and expenses operate and maintain the common areas and facilities in the various components of the Project. Further for such purposes the Developer shall, at its sole discretion, be entitled to nominate and appoint various agency(ies) as the maintenance agency(ies) for carrying out the operation and maintenance services as may be required for the maintenance and management of the Project as a whole including common areas, facilities and amenities and maintenance and management of the parking in the Project, deal with signage / advertisement spaces, community facilities in the Project and various other activities incidental thereto on such terms and conditions as may be decided by the Developer. The Developer shall be entitled to draw up and execute the necessary documents as may be required in respect thereof.
- 7.2 IFMS and Holding Charges shall be recovered by the Developer / its nominated maintenance agency shall be entitled to receive IFMS and Holding charges to be paid by the buyers, transferees, occupants in the Project as per terms of this Agreement, and utilize the same in the manner they deem fit and proper.
- 7.3 The cost of management, operation and maintenance of Project and common areas and facilities therein shall be borne by the Developer.
- 7.4 Except the payment of agreed consideration under Clause 2.1 of the Agreement, Developer shall be entitled to collect lease / license of saleable areas in the Project, the Developer shall be exclusively entitled to receive and utilize all benefits, receivables, charges, fees, payments and profits as may be received from advertisements and signage spaces within and around the Project, management and operation of community facilities, clubs as well as maintenance and management of the Project and common areas, facilities and amenities, parking (including parking charges paid by the visitors / members etc., on park and pay basis) in the Project and other receivables in respect of the Project. The Developer / its nominated maintenance agency shall be exclusively entitled to deal with such amounts in the manner deemed fit and proper by them.
- 7.5 The Developer shall in its sole discretion be entitled to name the club and alter/change/modify name of the Club and Licence holders/ Land ownersshall raise no objections to / claims against the same. The Parties further agree that the club premises in the Project shall be managed and operated by the Developer or any entity as may be nominee and appointed by the Developer for the said purposes and the Developer or nominated agency shall be entitled to take decision / call on day to day affairs relating to management and operation of the Project to which the Licence holders/ Land ownersshall raise no objections and for which the Licence holders/ Land ownersshall extend full co-operation and assistance. The revenue / receivables to be collected from monthly club membership fee and club usage shall belong to and received exclusively by the Developer/ its nominated agency.

	For	RD DEVELOPER	For SHF SQUA	RE LLP
Purinde		Parindes	Trus	Partner
Ravinder Yadav	Deepak Yadav	RRD Developers	SHF Square LLP	

### INDEMNIFICATION

- 8.1 All documents, material and statements provided by the Licence holders/ Land ownersat the time of signing of this Agreement have been considered as a material representation made by the Licence holders/ Land ownersto the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds/ Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage, the Licence holders/ Land ownersshall rectify and remove such defects at its own cost.
- 8.2 In the event failure at the part of the Licence holders/ Land ownersto remove such defect, the Developer shall be entitled to have such defect rectified or removed at the cost and expense of the Licence holders/ Land ownersand such cost incurred by the Developer shall be adjusted from the Licence holders/ Land owner's Share. If any loss, cost, damage, claim, demand, expense and/or liability is caused to or incurred by or suffered by the Developer due to any defect in the title of the Project Land or the possession of the Project Land is taken away from the Developer, the Licence holders/ Land ownersshall keep the Developer, its directors, employees, agents, nominees and shareholders fully indemnified against all such losses.
- 8.3 That if the Project Land or any part thereof comprised in and the subject matter of this Agreement declared to be belonging to the Licence holders/ Land ownersare lost on account of any defect in title or any litigation started by any one claiming through them or any one claiming title paramount to the title of Licence holders/ Land ownersor on account of any other cause or causes whatsoever including outstanding (s), claim (s) taxes etc., on the Licence holders/ Land owner, the Licence holders/ Land ownersshall be liable to pay the damages, losses, costs and expenses sustained by Developer and /or intending buyers/allottee of the saleable areas of the Project. The Licence holders/ Land ownersexpressly agrees to keep the Developer and the intending buyers of the Project 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 Licence holders/ Land owners.
- 8.4 Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, partners and affiliates ("Non-Defaulting Party") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:
  - any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
  - (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

Davinde	For Fi	Paninde -	For SHF SQUA	RE LLP
Ravinder Yadav	Deepak Yaday	RRD Developers	SHF Square LLP	Partite

The Developer further agrees to indemnifies and keep harmless the Licence holders/ Land ownersfrom liabilities arising / attributable due to the acts / omission of the Developer in respect of construction and development of the Project, till completion of the Project and thereafter. For SHF SQUARE LLP nowinde Partner **RRD Developers** Ravinder Yadav SHF Square LLP Deepak Yadav 17

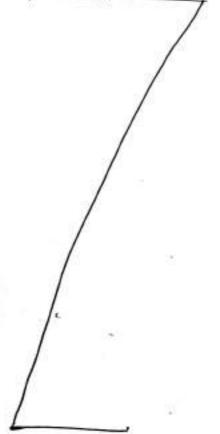
#### FORCE MAJEURE

9.1 Force Majeure: If the performance of certain obligations of this Agreement is prevented, in whole or in part, by causes beyond control of the Parties or any of the Party which it could not avert despite its best endeavour and diligence, the causes being:

# 9.1.1. Contagious disease, pandemic etc;

Either Party shall be excused from performing such of its obligations mentioned in this Agreement during and to the extent of the subsistence of the above events / conditions ('Force Majeure conditions') provided that the occurrence of such an event and the resultant prevention is communicated to the other Party as soon as practicable with sufficient details and materials to facilitate the verification thereof. Notwithstanding anything contrary contained in this Agreement, the Developer shall be entitled to extension of time for completion of construction of Project equivalent to the period of delay due to above mentionedForce Majeure condition i.e.,during which such Force Majeure conditions are prevailing, without any liability for penalty/interest.

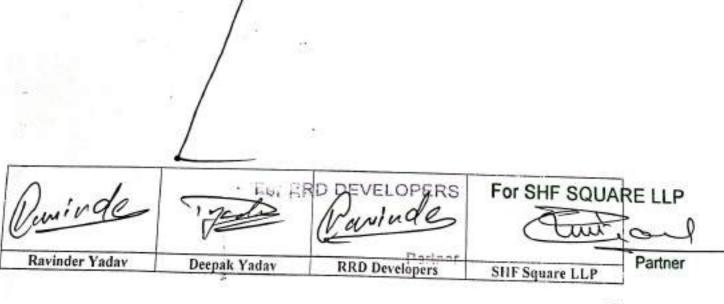
9.2 The Party prevented shall be obliged to carry out its best endeavour to overcome the Force Majeure condition and perform such of its obligations and inform as soon as practicable to the other Party about the cessation of the Force Majeure condition and the commencement of performance.



Ravinder Yadav Deepak Yadav RRD Developers SIIF Square LLP

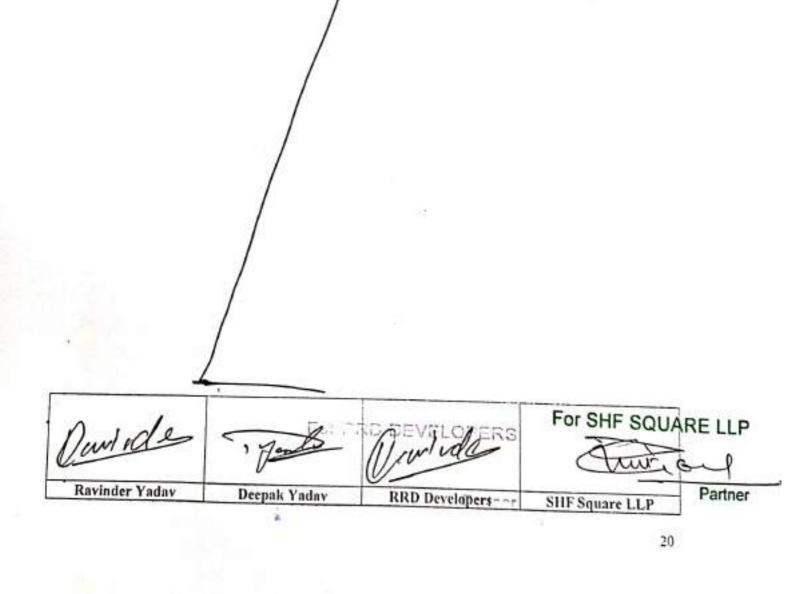
#### EVENTS OF DEFAULTS

- 10.1 If declaration representation of either Party are incorrect and materially affect implementation of Project;
- 10.2 Developer failed to make payment of agreed consideration to Licence holders/ Land ownersas provided in Article-2 hereto; —
- 10.3 Happening of Force Majeure event; and
- 10.4 Parties failed to discharge their obligations under the Agreement.



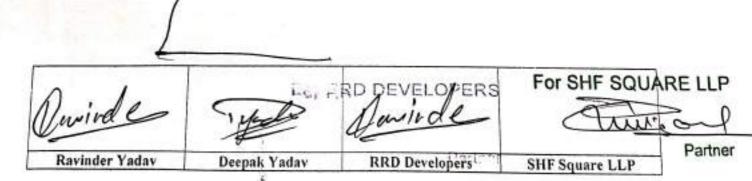
#### TERMINATION

Upon happening of any Event of Default as provided in Article 10 above or the Agreement, any agreed Party may give notice to the defaulting Party to redress the default within a period of 15 (fifteen) days failing which agreed Party shall have the right to terminate the Agreement and enforce its rights in accordance with the provisions of the Agreement.



# DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 12.1 Arbitration: All dispute or claim, differences shall be finally resolved, settled by arbitration. For the purpose of such arbitration, the dispute shall be referred to a sole arbitrator to be appointed mutually by the Parties. Failing such mutual agreement between the Parties, the dispute shall be referred to a sole arbitrator to be appointed by the Developer in accordance with Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof ('Arbitration Act'). The arbitration proceedings shall be conducted in accordance with the Arbitration Act. All arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be Gurugram. The Arbitration award shall be final and binding on the Parties.
- 12.2 Governing Law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts at Gurugramonly.



#### MISCELLANEOUS PROVISIONS

- 13.1 No Partnership: The Parties have entered into this Agreement on principal-to-principal basis and that nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 13.2 Alteration and Amendments: Agreement is still valid and shall be irrevocable and no modifications / alteration etc. in the terms and conditions of the said Agreement can be undertaken, except with mutual written understanding and after prior intimation to DTCP, Haryana.
- 13.3 Compliance of Terms and conditions of Licence: Licence holders and Developer shall be responsible for compliance of all terms and conditions of licence/ provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
- 13.4 Waiver: No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 13.5 Taxes: Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 13.6 Stamp Duty & Registration: The cost of registration and stamp duty payable in respect of registration of this Agreement and/or Power of Attorney shall be paid by the Developer.
- 13.7 Notice: All notices required to be given under this Agreement shall be deemed to have been properly served by one Party upon the other, if served by fax or email and/or if dispatched by Registered/Speed Post with Acknowledgement Due, to the address of the other party mentioned hereinafter, or at such changed address as may be notified by such other party. Any changes in the below information shall be duly notified to the other Party:

#### To Licence holders/ Land owner:

Attention: Mr. Ravinder Yadav

Address-50, South City 2, Sohna Road, Universal Trade Tower, Village Tikri

Sector 48, Islampur (97), Gurgaon, Haryana-122018

E-mail :jony0369@gmail.com;rrddevelopers@live.com

### To Developer:

Designated Partner of SHF LLPMr. Amit Goel

Address: SHF Square LLP, Plot No.856, Sector-14, Gurugram, Haryana-122001

Ravinder Yadav Deepak Yadav RRD Developers SHF Square LLP

E-mail amitgoelarshfsquare.comgoel.amitgaegmail.com

- 13.8 Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 13.9 Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 13.10 Assignment: The Developer shall have the full rights to assign/transfer any of its rights, entitlements and/or liabilities arising under or from this Agreement (including without limitation the development rights in respect of the Project Land and / or Project) to any affiliate, person, third party or other entity and/or company for whole or part of the Project on such terms and conditions as the Developer may deem fit.
- 13.11 Specific Performance: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 13.12 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- 13.13 Further Assurances: Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts and execute further agreements, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.

13.14 Counterparts: This Agreement has been executed in duplicate. One of which is being kept by the Licence holders/ Land ownersand the second one by the Developer. Each of the said Agreements shall be treated as original for future reference before any Court or Authority.

Ravinder Yadav

Deepak Yadav

RED DEVELOPERS

For SHF SQUARE LLP

Partner

RRD Developers

SHF Square LLP

### SCHEDULE-I

# Details of land owned by Ravinder Yadav S/o Rajinder Yadav

		Killa No.	Area (K-M-S)	
Village	Rect No.	3/2	7-19 -	
Farukh Nagar	47	312 A	8-0	
		5/1	5/1	0-18 -
			10/2	2-16
		11/1	4-0	
1.		2/2/11	1-1	
1		Total	24-14	

### Details of land owned by RRD Developers

Village	Rect No.	Killa No.	Area (K-M-S
	47	19/1	2-13
Farukh Nagar	47	11/2	4-0
		20/1/4 ·M	1-2
		Total /2	7-15

Details of land owned by Deepak Yadav S/o Rajinder Yadav

Village	Rect No.	Killa No.	Area (K-M-S)	
Farukh Nagar	47	9,	6-18	
Parukii Nagai	0.70%	10/	5-4	
		12	8-0	
			13/1	2-12
1		1/3	1-0 %	
		Total	23-14	
			3M OR 7.01875 Acres	

Note: Killa No. 47//1/3 (1-0), 2/2/11 (0-14-7), 3/2 (0-11), 9 (1-2), 10/1 (1-10) total 4K-17M-7S is under mortgage.

In addition to the above Land, the Licence holders/ Land ownersagreed to transfer additional following plots of Land:

Land	admeasuring	749	yards	Rs. 16,25,000/- (Rupees Sixteen Lacs Twenty
(Agricu	ilture)			five Thousand only)

The Licence holders/ Land owners owning any land in the vicinity of Project Land shall be first offered to the Developer by Licence holders/ Land owners on the terms and conditions mutually agreed upon.

Partner

Ravinder Yadav

Deepak Yadav

Deepak Yadav

RRD Developers

SHF Square LLP

#### ANNEXURE - I

#### LICENCE

#### FORM EC -V (Suiz Rufe 12) HARVARA GOVERNMENT TOWN AND COUNTRY PLANNING DEPARTMENT

Licence No. 49. of 2017

The License has been granted under the Herverio Development and Regulation of Urban Acces Act. 1975 is the Bule 1976, made there under to Sh. Bayinder Yaday \$76 Sh. Bajinder Yaday, RRD Development, Sh. Deepink Yaday \$70 Sh. Rejinder Yaday in collaboration with RRD Development for tetting up of AFFORDABLE RESIDENTIAL PLOTTED Colony under Deen Dayat Jan Awas Yojna 2016 on the land measuring 7.01875 acres in Sector-3, Farishnagar, Destrict Gurograms.

- The particulars of the land, wherein the aforesaid Affordable Residential Plotted Colony is to be set up, are given in the Schedule annexed hereto and duty signed by the Director, Town & Country Planning, Haryans.
- The Licence is granted subject to the following conditions:

(vi)

(HHV)

(ix)

D.T.C.P.

- (ii) That the arrordable residential plotted colony will be taid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
- (ii) Than the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act. 1975 and the Rules 1976 made thereunder are duly compiled with.
- (iii) That you shall meintain and opkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate writess earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt, or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975
- (IV) That you shall integrate the services with Haryana Urban Development Authority services at and when made available.

  (V) That you have not securities and available.
  - That you have not submitted any other application for grant of license for development of the taid land or part thereof for any purpose under the provisions of the Haryana Development and Regulation of Urban Areas Act. 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restrictions of Unregulated Development Act. 1963.

That you shall transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to workout the requirement of community infrastructure at sector level and accordingly make provisions. The said area will be earmarked distinctly on the layout plan to be approved alongwith the ticense.

That you understand that the development/construction cost of 24 m/18 m major internal made is not included in the EDC rates and shall pay the proportionate cost for acquisition of land, if any, alongwith the construction does not 24 m/18 m wide major internal roads as and when finalized end demanded by the Department.

That you shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.

That you shall make arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available from External infrastructure to be laid by Haryana Urban Development Authority.

Ravinder Yadav

Deepak Yadav

RED DEVELOFERS

For SHF SQUARE LLP

Partner

RRD Developers

SHF Square LLP

- (x) That you shall obtain clearance from competent authority. If required model Punjab Land Prespiration Land Act, 1950 and any other clearance required under any other law.
- (xi) That the ram water harvesting system shall be provided as per Control Ground Water Authority Norms/Haryana Cox1, northeration as applicable.
- (xii) That the provisions of solar scale: heating system shall be as per guidelines of Haryana Renewal Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificae.
- (sin) That you shall me only LEO fitting for interior lighting or well as companlighting
- (xiv) That you shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two mouths period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations (Electric Sub Stations as per the rooms prescribed by the power utility in the coming plan of the project.
- (xv) That it will be made clear at the time of booking of plots/communicial space that specified rates include or do not include EDC. In case of non inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per sqim/per sft to the allottees while raising such demand from the plot owners.
- (xvi) That you shall keep pace of development atteast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- (xvii) That you shall arrange power connection from UHIVNI./DHRVNI. for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNI./DHBVNI. and complete the same before obtaining completion certificate for the colony.
- (xviii) That the licence shall be valid initially for five years, which will be renewable further upto two years in accordance to the provision of Act No. 8 of 1975. Since, no further renewal will be allowed thereafter, hence, the project necessarily will have to be completed within a period of 7 years from the date of grant of licence, after getting the licence renewed, as per clause 1(ii) of the policy notified on 01,04,2016.
- (xix) That no clubbing of residential plots for approval of integrated coming plan of two adjoining plots under same ownership shall be permitted.
- (xx) That you will pay the labour cess as per policy instructions issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- (xxi) That you shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein you have to deposit thirty percentum of the amount received from the plot holders for meeting the cost of internal Development Works in the colorial.
- (xxii) That no further sale of the licence applied land has taken place after submitting application for grant of licence.
- (xxiii) That you shall not given any advertisement for sale of plots/commercial area before the approval of layout plan.
- (xxiv) That no provision of the Haryana Colling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- (xxv) That you shall abide by the terms & conditions of the policy notified on 01.04.2016.

- (xxvi) That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.
- 3. That the 50% saleable area in the layout plan, to be issued alongwith the license alongwith revenue detail, which is to be freezed as per clause 5(i) of the policy dated 01.04.2016. The area so freezed shall be allowed to sell only after completion of all internal Development Works in the colony.
- The licence is valid up to 16/07/2022.

Dated: The 17/07/2017.

(T.L. Satyaprakash, I.A.S.)
Director, Town & Chuntry Planning
Haryana, Chandigarh
Email: topharyana5@email.com

Endst. No. LC-3259- PA (SN)-2017/ J7 Y 6/ Dated: 21/7/J7
A copy along with a copy of schedule of land is forwarded to the following for information and necessary action:

- Sh. Ravinder Yadav 5/o Sh. Rajinder Yadav, RRD Developers, Sh. Deepak Yadav 5/o Sh. Rajinder Yadav in collaboration with RRD Developers, Village Tikri, Sector 48, Sohna Road, P.O. South City-II, Opposite Universal Trade Tower, Gurugram 122001 alongwith a copy of agreement, LC-IV B, Bilateral agreement & layout plan.
  - Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
  - Chief Administrator, HUDA, Panchkula.
  - Chief Administrator, Housing Board, Panchkula alongwith copy of agreement.
- Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
- Joint Director, Environment Haryana -Cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkuta,
- Addl. Director Urban Estates, Haryana, Panchkula.
- 8. Administrator, HUDA, Gurugram.
- Chief Engineer, HUDA, Panchkula.
- Superintending Engineer, HUDA, Gurugram along with a copy of agreement.
- 11. Land Acquisition Officer, Gurugram.
- Senior Town Planner, Gurugram alongwith layout plan.
- 13. Senior Town Planner (E&V), Haryana, Chandigarh.
- District Town Planner, Gurugram along with a copy of agreement and layout plan.
- Chief Accounts Officer O/o DTCP, Haryana, Chandigarh along with a copy of agreement.

16. Nodal Officer (Website) to update the status on the website.

(SanJay Kemar)
District Town Flanner (HQ)
For Director, Town & Country Planning
Haryana Chandigarh

# Detail of land owned by Ravinder Yaday S/o Rajinder Yaday

Village	Rect No	Killa No	Area (K-M-S)
Farukh Nagar	47	3/2	7-19
		4	8-0
		5/1	0-18
		10/2	2-16
		11/1	4-0
		2/2/11	1:1
***********		Total	24-14

# Detail of land owned by RRD Devlopers

Village	Rect No	Killa No	Area (K-M-S)
Farukh Nagar	47	19/1	2-13
		11/2	4-0
	•	20/1/1	1-2
	*	Total	7-15

# Detail of land owned by Deepak Yaday S/o Rajinder Yaday

Village	Rect No	Killa No	Area (K-M-S)
Farukh Nagar	47	9	6-18
		10/1	5-4
		12	8-0
		13/1	2-12
		1/3	1-0
		Total	23-14

Grand Total 56K-3M OR 7.01875 Acres

Note;-Killa No 47//1/3(1-0),2/2/11(0-14-7),3/2(0-11),9(1-2),10/1(1-10) total

4K-17M-7S is under mortgage

Town & Country Planning
Haryana (Magnetis)
(RAGHBIR SINGH)



### Indian-Non Judicial Stamp Haryana Government



Date .13/04/2017

Certificata No G0M2017D2878

CIRN NO

26116172

Stamp Duty Fast ₹ 10 Penalty to Starting.

Deponent

Name Rrd Duvelopers

H.No/Floor Na

City/Village Gurugram 0

Sector/Ward Na District : Gurugram Landmark Na

State: Haryana



Purpose: AGREEMENT to be submitted at Any where India

FORM LC-IV

(See rule 11)

Agreement by owner of land intending to set up a Colony

This agreement made on the 17th Day of July, 2017 between M/s. RRD Developers, Ravinder Yadav, Deepak Yadav St/o Sh. Rajinder Yadav a company registered under the Companies Act having its registered office at Village Tikri, Sector-48, Sohna Road, P.O. South City-II, Opp. Universal Trade Tower, Gurgaon- 122001 (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director, Town & Country Planning, Haryana(hereinafter referred to as the "Director") of the other part

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in spexure here to for the purposes of converting into residential/commercial/industrial colony.

And whereas under rule 11, one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for seeing up a Arterdable Plotted Colony area

The groung 7.01875 acres at Village Farrukhnagar Sector-3, District Gurgaon.

25(d)

#### NOW THIS DEED WITHESSETH AS FOLLOWS:-

- In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexuro here to on the fulfillment of all the conditions laid down in the rule 11 by the owner the hereby converts as follows:
  - a) That the owner shall responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public health services free of cost to the Government of the local authority, as the case may be
  - b) That the owner shall deposit fifty percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
- c) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with licence granted.
- d) That the owner shall pay proportionate development charges as and when , required and as determined by the Director in respect of external development charges.
- e) That without prejudice to anything contained in this agreement all the provisions contained in the Act and these rules shall be binding on the owner.

Provided always and it is hereby agreed that if the lowner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or

D.T.C.P

these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

- 3 Upon cancellation of the licence under clause 2 above, the Government any acquire the area of the aforesaid colony under the Land Acquisition Act, 1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
- 4 The stamp and registration charges on this deed shall be borne by the owner.
- The expression that owner herein before used shall include his heirs, legal representatives, successors and permitted assigns.
- 6. After the layout and development works completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner demortgage the 15% saleable area, mortgage on the account of BG required to be deposited against the cost of internal development works. However before demortgage of the said area the owner has to submit bank guarantee equivalent to 1/5th of the bank guarantee required to be deposited as per rules 11(a) and rules 1976, to ensure upkeep and maintenance of the colony for a period of five years from the date of issue of the completion certificate under rule 16 or either in case the owner is relieved of the responsibilities in this behalf by the Government.

OR

After the layout and development works completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner against the release of the bank guarantee, the BG shall be released provided further that the bank guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unrealized to ensure unkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the

asponsibilities in this behalf by the Government.

TOP (Hr.)

25(4)

In witness where of the colonizer and the Director have signed this deed on the day and year first above written

WITNESSES	For RRO DEVELOPERS
Name Anond T. Sundana, Date Flat IV. C-52 Sof-3) Address Hantis Apparance	Signature Confidence Panner  Name KANTWOEK YANAV  Date 29/04/2-17  Address of the owner Surugar
2. Signature  Name  Sama Alany  Date  Harry  Address  Address  Address  Address	20%.
Signature  Name  Date	Director Town & Country Planning Haryana, Chandigarh
2 Signature	
DateAddress	
A .	



DIRECTOR
TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH
FOR and on behalf of the Governor
of Haryana

Herri



#### Indian-Non Judicial Stamp Haryana Government



Date: 19/04/2017

Certificate No. GCM2017D2679

GRN No

26118172

PARAMERANDARIA Yarayayanda

Deponent

Stamp Duty Paid: ₹ 10

Penalty 3.0

Name Rad Davelopers

H No/Floor: Na

City/Village Gurugram

Phone

Sector/Ward : Na

District : Gurugram

Landmork : Na

Stato: Haryana

Purpose: AGREEMENT to be submitted at Any where India

#### FORM LC-IVB

[See rule 11(I)(h)]

Bilateral Agreement by owner of land intending to set up a Affordable Plotted Colony Under Deen Dayal Jan Awas Yojna-2016

This agreement made on the ... Day of July 2017 between M/s. RRD Developers, Ravinder Yadav, Deepak Yadav Ss/o Sh. Rajinder Yadav a company registered under the Companies Act having its registered office at Village Tikri, Sector-48, Sohna Road, P.O. South City-II, Opp. Universal Trade Tower, Gurgaon- 122001 (hereinafter called the "owner") of the one part and the Governor of Haryana, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

Whereas in addition to agreement executed in pursuance of the provisions of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the "Rules") and the conditions laid down therein for grant of licence, the owner shall enter into a bilateral agreement with the granted for setting up of a Affordable Plotted Colony on the land measuring 7 D1875 acres falling in the revenue

State of village Farrukhnagar, Sector-3 Distt Gurgaon, Haryana

D.T.C.P. (Hr.)

Far Programmer Chi

D.T.C & (Hr.

AND WHEREAS the bilateral mutually agreed upon and executed between the parties shall be binding on the owner -

## NOW THIS DEED OF BILATERAL AGREEMENT WITHESSETH AS FOLLOWS:-

- In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executers etc, shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him.
- 2 That the owner would be fee to sell the residential as well as commercial plots of the colony in the open market.
- 3. That the owner shall submit the list of allotee(s) to the Director twice a year.
- 4 That the record of such allotment shall be open for inspection by the State Government.
- 5. That the owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government treasury by the owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the resident therein.
- 6. The owner shall submit the following certificates to the Director within (90) ninety days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provision for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

The colonizer will transfer 10% area of the ticensed colony free of cost to the government for the provisity of the community facilities. This will give the flexibility

For THE DEVELOPERS

DICOLHE

Parmer

to the Director to workout the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, if will help in the optimal utilization of the area. Further, the cost of the area so transferred shall not be recovered. From the allotee(s) in any case

- 8 That the owner shall be responsibilities for the maintenance and up-keep of all roads, open spaces, public parks, public health services for (5) five years from the date of issue of the completion certificate under rule-16 unless earlier relieved of this responsibility, at which the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.
- That the owner shall deposit 30% of the amount realized by him from plot holders from time to time within (10) ten days of its realization in a separate account to be maintained in the Scheduled bank and that this amount shall only be construction works in the colony.
- 10. That the owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in colony and the colonizer shall carry out all directions issued to him for ensuring the compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- 11. That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony
- 12. That the bank guarantee of the internal development works has been furnished on the interim rates for development works and construction of the community buildings. The owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan, (this clause will not be applicable in case, the 15% of salaable area is mortgaged on the account of the said bank guarantee)

For DED DEVELOPERS

- 13 That the owner shall abide all the terms and conditions of the policy for affordable residential plottest colony under Deen Dayat Jan Awas Yojna-2016.
- 14. That no clubbing of residential plots for approval of integrates zoning plan of two adjoining plots under same ownership shall be permitted.
- 15 That you shall complete the project within seven years (5+2 years) from the date of grant of licence as per clause 1(ii) of the policy notified on 01-04-2016.
- That any other condition which the Director may think necessary in public interest can be imposed.

In witness where of the colonizer and the Director have signed this deed on the day and year first above written.

WITNESSES	For RRD DEVELOPERS
1. Signature Anand P. Jacholo Name Flat No C-52 Set Date At Jan As Apportment	Name RAVINDER VARAV
2. Signature from 2  Name Saryay Vaney  Date Many Att  Address No Dick Av. Chel	Director Town & Country Planning Haryana, Chandigach
The second control of	
Signature	KIED
Name	(w) x
Date	
Address	COACC COACC

2	Signature	
	Name	
	Date	
	Address	

TOWN AND COUNTRY PLANNING
HARYANA, CHANDIGARH
FOR and on behalf of the
Governor of Haryana.

## ANNEXURE - 2

## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE:

- Ravinder Yndav S/o Rajinder Yndav R/o 50, South City 2, Sohna Road, Universal Trade Tower, Village Tikri Sector 48, ISLAMPUR (97), Gurgaon, Haryana-122018 (PAN AEBPY9899L Andhur No4785 5061 3320 ), And
- Deepak Yadav S/o Rajinder Yadav R/o50, South City 2, Sohna Road, Universal Trade Tower, Village Tikri Sector 48, ISLAMPUR (97), Gurgaon, Haryana-122018 (PAN AGIPY7521N Aadhar No 7646 9626 3971), And
- 3. M/s RRD Developers, a partnership firm duly registered with Sub Registrar, Gurgaon and having its office at Village Tikri, Sector 48, Sohna Road, P.O. South City II, Opposite Universal Trade Towers Gurgaon-122001, having Mr. Raving Yadav and Deepak Yadav (Land owners/ Licence holder) as partners (hereinafter referred to as the "Principal No. 1", "Principal No. 2" and "Principal No. 3" and collectively as "Executants", which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its representatives, successors, administrators, and permitted assignees and nominees etc.), do hereby constitute, appoint, authorize and nominate (i)M/s SHF SQUARE LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 856, Sector-14, Gurgaon-122002 acting through its designated partner Mr. Amit Goel being duly authorized person, (hereinafter referred to as the "Attorneys"), jointly and severally/individually, as lawful attorney(s) of the Executants.

WHEREAS the Executants are the owners of land admeasuring 7.01875 acres, comprised in Rectangle 47 of village Farrukh Nagar, Tehsil Farrukh Nagar, District Gurugram, Haryana and currently forming part of Sector 3, Farrukh Nagar, District Gurugram, Haryana as per the details given in Schedule [•] hereto (hereinafter referred to as said "ProjectLand").

AND WHEREAS Executants have obtained licence No. 49 of 2017 issued by Department of Town and Country Planning, Government of Haryana, Chandigarh for setting up of AFFORDABLE RESIDENTIAL PLOTTED ('Project') colony under Deen Dayal Jan Awas Yojna- 2016 on the land admeasuring 7.01875 acres in Sector 3, Farrukh Nagar, District Gurugram, Haryana a copy of licence annexed as Annexure [•] hereto;

AND WHEREASapproved the copy of approved map of Project and Project Land is attached as Annexure [●] hereto;

AND WHEREAS the Executants have entered into an Agreement dated [•], 2021 with Developer for construction, development and implementation of a Project on the Project Land by utilizing its approval in accordance with Licence.

AND WHEREAS in pursuance of the said Agreement dated | • |, 2021 and consideration

Pwirde	17 polo	L'ANIVA ERS	For SHF SQUA	RE LLP
Ravinder Yaday	Deepak Yadav	RRD Developers	SHF Square LLP	Partner

received, the Executants, do hereby authorize and empower the said Attorneys, jointly and severally/individually, as its true and lawful attorneys to do, jointly and severally/individually, the following acts, deeds and things, in the name and on behalf of the Executants, in respect of all rights, title, interests and entitlements etc. of the Executant in the Project village Farrukh Nagar, Tehsil Farrukh Nagar, District Gurugram, Haryana and currently forming part of Sector 3, Farrukh Nagar, District Gurugram, Haryana as per the details given in Schedule [•] and development and implementation of the Project on the Project Land by utilizing the Project Land in accordance with Licence that is to say.

- To manage, control, supervise the Project Land and Project in all respects and to represent the Executant before the concerned authorities in this regard.
- 2. To represent the Executant before all central, state and local authorities/offices including but not limited to the office of the President of India, Government of India, Ministries (State and Centre), Government of Haryana, Governor of State of Haryana, Director General Town & Country Planning Department, Haryana, Income Tax Department, Tehsildar, Revenue Officer, C.O.,S. D. M.,Municipal Authority, Environmental Authorities, Pollution Control Board, Airport Authorities, Military and Defense Authorities, Roads and Highway Authorities, Water, Sanitation & Sewage Departments, Electricity Department and State Electricity Boards, Forestry and Animal Husbandry Departments, Panchayats, Local Government Agencies, Block Development Offices, Revenue Departments, Fire Authority, Geology and Mining Department and any other government authority/local body and/or court of law ('Concerned Authorities') in connection with the Project Land and development and implementation of the Project.
- To sign, make, modify, submit, confirm, affirm, obtain, file, deny, present, execute and register, if required, any letters, agreements, affidavits, bonds, documents, representations, forms, objections, replies, deeds, undertakings, guarantees, assurances, indemnities, written statements, appeals, revisions and petition for all and any licenses, permissions and consents required in connection with the work of construction, development and implementation of the Project on the Project Land and to make payment of fees, deposits, charges, incur costs and expenses, to receive refunds and issue receipts, to take all necessary steps and to do or cause to be done all such acts, deeds, matters and things for the purposes aforesaid.
- 4. To make payment any charges, dues, penalties, levies etc., levied or leviable by the Concerned Authorities in respect of the Project Land and Project and to take all necessary steps in this regard and to do all requisite acts, deeds and things, as may be required by any Concerned Authority. To claim and obtain/receive refund of any and all securities, amounts and other deposits made with the concerned departments in the name of the Executant and/or in their own names and to give receipt thereof.
- To deal with all Concerned Authorities with respect to the development and implementation of the Project on the Project Land and for that purpose, to carry on all correspondence with such statutory/Concerned Authorities under applicable laws and to deposit fees, charges and incur costs and expenses in respect thereof.

6. To prepare, apply for change, amendments, addition in existing licence and obtain /

Ravinder Yadav

Decpak Yadav

Developers

For SHF SQUARE LLP

Authorised Signatory

SHF Square LLP

receive licenses, permits, permissions, sanction of layout plans, zoning plans, sanction of building plans, occupancy certificate, completion certificate, service drawings, other plans, drawings etc. and to carry out any amendments / modifications therein along with other necessary approvals, no objection certificates, clearances, consents, orders and directions from any statutory / Concerned Authority ("Approvals") related to the development on the Project Land and construction and implementation of the Project on the Project Land as the said Attorneys may deem fit. For that purpose to sign all such applications, papers, documents, writings, agreements, guarantees, indemnities, assurances, undertakings, etc., as may be required from time to time, to carry on correspondence with the Concerned Authorities, to deposit fees and charges in respect thereof and to prefer appeals against any direction, order, decree, judgment or notification of any court/Concerned Authority and/or any other statutory authority.

- 7. To deal with and correspond with Dakshin Haryana Bijali Vitran Nigam Limited (electricity distribution company or any other such company having licence of distribution) and/or other Concerned Authorities officers for obtaining electric connections, electric power in the said Project includingunit, flats, parking areas, common areas and facilities etc. (including making and putting up, setting up a substation) in respect of the Project and for that purpose to sign all letters, applications undertakings, indemnities and other documents as may be required by the Concerned Authority.
- 8. To implement the Project and carry out construction and development on the Project Land and to construct, re-construct and/or renovate any building on the Project Land, either by itself/themselves or through its nominated / appointed architects, engineers, designers, agents, attorneys, contractors, collaborators, consultants, agencies, supervisors, surveyors, staff and employees etc. and enter into contracts, agreements, arrangements in this regard, as the said Attorneys may determine fit, to determine terms oftheirarrangement/agreementand to execute, signand enter into arrangement/agreements with them. To make any additions or alterations therein, to get sanction/renewalof the building plans for construction re-construction, additions/alterations and to sign submit and apply applications/documents to the concerned authorities, make applications for revalidation, to receive the sanctioned plans and in connection therewith, to deposit the necessary fees, to appear, make submissions, file, withdraw all or any papers, affidavits, application, undertaking, guarantees, securities, surety, indemnities etc.
- 9. To apply for and obtain permits and quotas of the building materials, to appoint any employees, executives and engage contractors, architects, labour contractors, workmen, electricians, plumbers, engineers and other person(s) for carrying out construction, additions and alterations with respect to the development and implementation of the Project on the Project Land, to sign contracts, appointment letters and other documents in this regard. To pay any compounding fee, composition fee, regularization fee, betterment charges etc. in respect of development and implementation of the Project Land as the Attorneys may lawfully deems fit and proper.
- 10. To enter upon the Project Land along with the said Attorney's surveyors, architects, engineers, consultants, advisors, contractors, collaborators, agents etc. along with their tools, plant, equipment, machinery and workers for purposes of commencing, continuing and completing the development and implementation of the Project on the Project Land.

Ravinder Yadav Deepak Yadav RRD Developers SHF Square LLP

- 11. To get the water, electric, gas, power, sewer, telephone and other services connections/meters installed or changed, including enhancement of load in the Project and for the purpose to sign and submit 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 authorities /officers.
- 12. To get the Project Land and the Projectassessed for house tax and/or any other applicable tax, to pay the same and to get the refund thereof, paid in excess and to pay all moneys charges municipal and local taxes, rates, expenses and other outgoings whatsoever payable for and on account of the Project Land and Project.
- 13. Without being liable for the same, to represent the Executants in matters of tax assessment and re-assessment from the date of execution of the agreements before the Concerned Authority in respect of development of the Project on the Project Land and to do all such acts, deeds and things and sign all such applications, deeds, indemnities and undertakings whatsoever required in that regard and depose, make sworn statements, representations, give undertakings and submissions and assurances pertaining thereto.
- 14. To prosecute, institute or defend any suit, claim, complaint or proceedings, whatsoever arising out of or in connection with the Project Land and the Project /part thereof, that may be necessary or expedient for all or any of the above purposes related to the development of the Project on the Project Land and for such purposes to exercise all powers and authority as the said Attorneys may deem fit and property including but not limited to appoint any advocate (including any Senior Advocate), advisors, consultants, pleaders, representatives and agents. To sign, file and execute any and all papers, deeds, applications, suits, petitions, written statements, replies, returns, revisions, appeals, declarations, affidavits and other documents as may be required in this regard.
- 15. In the event of any suit, application, petition, return or other proceeding or inquiry whether judicial or quasi-judicial or departmental and whether before any RERA, consumer forums (district, state and national), Court, Tribunal, authority, department, or body, is to be filed or defended in respect of the Project Land/ Project or any part thereof:-
  - To engage or appoint legal practitioner(s) to conduct the same and to sign power of attorney(s)/Vakalatnama(s) in this behalf;
  - To sign, verify and file any suits, appeal, review, revision, plaint, complaints, written statements, petition, application, affidavit etc. in proper Courts of law, authority, tribunal, and concerned offices/departments and to proceed in all the proceedings;
  - 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;
  - To make and present to the Court, Tribunal, department or concerned authority any application in connection therewith;
  - To take and file compromise or to refer such suit or claim to arbitration;

Durinde		Powirde	Truct
Ravinder Yadav	Deepak Yadav	RRD Developers	SHF Square LLP

- g. To deposit and withdraw any money(s) in connection with such suit;
- To file application(s)/documents 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(s);
- To receive any money due to the Executant in or under such decree or order and to certify payment to the Court or authority;
- To apply for inspection and inspect documents and records of any Court;
- k. To obtain copies of documents and papers; and
- 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 there from, 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 the said. Attorneys may deem fit in this regard.
- To prefer any appeal against any order or orders that may be passed by any Court, tribunal or other Concerned Authority including any special leave petition or appeal as may be filed in the Hon'ble Supreme Court of India or other appellate courts from and against all or any of the orders that may be filed by any court, appeal court or any other court of competent jurisdiction related to the Project Land and/or development and implementation of the Project.
- 17. 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 decrial amount, to issue receipt, to take every step necessary for the same.
- 18. To further appoint, nominate and constitute any of person, entity, company, LLP, individual, or such other third party, as duly constituted and lawful attorney(s) for and on behalf of the Executant to do in the name of the Executant any of the acts and exercise all or any of the powers conferred upon the said Attorneys by these presents.
- 19. And generally to do all other acts, deeds, and things whatsoever as the said Attorneys may deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper management of the Project or the affairs related thereto, even if they are not specifically covered by the above clauses.

This Power of Attorney has been granted for consideration, the receipt and sufficiency of which is duly acknowledged by the Executants, and is irrevocable in nature and shall remain binding on all representatives, legal heirs, nominees, successors, executors and administrators of the Executants.

Since one of the Attorneys under this Power of Attorney is a body corporate, it can exercise power granted under this Power of Attorney through its duly authorized representative.

AND THE EXECUTANT DOES HEREBY state, confirms and ratifies all acts, deeds or things

Ravinder Yadav

Deepak Yadav

RRD Developers

For SHF SQUARE LLP

Authorised Signatory

SHF Square LLP

done, performed, executed by the said Attorneys or the agents/nominees/attorneys as may be appointed by the said Attorneys pursuant to these presents, shall be binding on the Executant as if each such act, deed or thing has been done by the Executant itself.

Ravinder Yadav

Deepak Yadav

RRD Developers

For SHF SQUARE LLP

Authorised Signatory

SHF Square LLP

IN WITNESS WHEREOF the said Executants have executed these presents on [•], 2021 in the presence of the following witnesses:

For SHF Square LLP
Mr(Authorised Signatory)

Witnesses:

1.

Ž.

Ravinder Yadav

Deepak Yadav

Developers

For SHF SQUARE LLP

Authorised Signatory

SHF Square LLP

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

Signed and delivered by Licence holders/ Land owner

Developer

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Developer

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Licence holders/ Land owner

Developer

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Developer

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Developer

Name: AMIT GoEL

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Developer

Name: AMIT GoEL

Name: AMIT GoEL

Designated Partner

Witnessed by

Licence holders/ Land owner

Name: AMIT GoEL

Name:

DDO Code: 0362 E - CHALLAN Candidate Copy Government of Haryana Valid Upto: 28-09-2021 (Cash) 22-09-2021 (Chq./DO) GRN No.: 0082459970 Date: 21 Sep 2021 16:28:49 Office Name: 0362-TEHSILDAR FARUKH NAGAR Treasury: Farukhnagar Period: (2021-22) One Time Head of Account Amount 0030-03-104-99-51 Fees for Registration 50005 PD AcNo Deduction Amount: 3 0 Total/Net Amount: 3 50005 Fifty Thousands Five Rupees Tenderer's Detail GPF/PRAN/TIN/Actt, no /VehicleNo/Taxid:-PAN No: Tenderer's Name: SHF Square LLP Address: 858 Sector 14 Gurugram - 122001 Particulars: Registration Fee for Development Agreement Cheque-DD-Detail: Depositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No: 13990347856 Payment Date: 21/09/2021 Bank: Punjab National Bank Aggregator Status: Success

E - CHALLAN AG/ Dept Copy DDO Code: 0362 Government of Haryana Valid Upto: 28-09-2021 (Cash) 22-09-2021 (Chq./DD) Date: 21 Sep 2021 16:28:49 0082459970 GRN No.: 0362-TEHSILDAR FARUKH NAGAR Office Name: Farukhnagar Treasury: (2021-22) One Time Period: Head of Account Amount 0030-03-104-99-51 Fees for Registration 50005 PD AcNo 0 Deduction Amount: 7 50005 Total/Net Amount: ₹ Fifty Thousands Five only Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxld:-PAN No: Tenderer's Name: SHF Square LLP 856 Sector 14 Gurugram - 122001 Address: Particulars: Registration Fee for Development Agreement X Cheque-DD-Detail: Dépositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No: 13990347856 Payment Date: 21/09/2021 Punjab National Bank Aggregator Bank: Status: Success



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