

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 13/12/2023

Certificate No.

JCM2023L311

GRN No.

110493950

Stamp Duty Paid: ₹ 288000

Penalty: Fig. Zeo Onti.

7.0

Seller / First Party Detail

Name:

Rajpal

H.No/Floor: Na

Sector/Ward: Na

LandMark: Vpo nuna majra

City/Village: Bahadurgarh 93*****64 Phone:

District: Jhajjar

State: Haryana

Others: Rajbir both sons of om parkash resident mis

Buyer / Second Party Detail

HI residency proprietorship

H.No/Floor: 8

Sector/Ward: 37

LandMark: HI city bahadurgarh

City/Village: Bahadurgarh

District: Jhajjar

State: Haryana

93*****64 Phone:

Purpose: Collaboration Agreement

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

DEVELOPMENT-Cum-COLLABORATION AGREEMENT

Type of Property - Agricultural Village: NunaMajra, Bahadurgarh

Area - 27 Kanal 8 Marle

Value 1,43,85,000/-

Stamp Duty -Rs.2,88,000/-

Stamp: JCM2023L311

THIS AGREEMENT OF DEVELOPMENT-cum-COLLABORATION is made and executed at Bahadurgarh on this 21st December, 2023

By & Between

Rajpal (Aadhar 687941387114, PAN ELTPR2844K) and Rajbir (Aadhar 86956310 0030, PAN ELTPR2860H) both sons of Om Prakash resident of Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507 (hereinafter jointly referred to as "THE OWNERS" which expression shall, unless repugnant or opposed to the context hereof, include their respective heirs, legal representatives, successors, administrators, executors and assigns) of the First Part.

M/s HL Residency Proprietorship Firm having its office Shop No. 8, Commercial complex, HL city, Sector-37, Bahadurgarh Distt. Jhajjar Proprietor Mrs. Shailaja wife of Rakesh Joon r/o H. No. 2, H L City, Sector-37, Bahadurgarh, Distt. Jhajjar बजरिए Ravinder Kaushik s/o Sh. Vishnu Dutt r/o Jhajjar being registered

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दिनांक:21-12-2023

डीड सबंधी विवरण

BALEA

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COLLABORATION

AGREEMENT

तहसील/सब-तहसील बहादुरगढ

गांव/शहर

नुना माजरा

धन सबंधी विवरण

राशि 14385000 रुपये

स्टाम्प इयूटी की राशि 287700 रुपये

स्टाम्प नं : JCM2023L311

स्टाम्प की राशि 288000 रुपये

रजिस्ट्रेशन फीस की राशि 50000

EChallan:110602448

पेस्टिंग शुल्क 0 रुपये

रुपये

Drafted By: विजय सिंह फिल्लर, वकील

Service Charge:0

यह प्रलेख आज दिनाक 21-12-2023 दिन गुरुवार समय 3:33:00 PM बजे श्री/श्रीमती /कुमारी राजपाल सिंह पुत्र औमप्रकाश राजबीर सिंह पुत्र औमप्रकाश निवास नूना माजरा द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

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हस्ताक्षर प्रस्तुतकर्ता राजपाल सिंह राजबीर सिंह

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms HL Residency Proprietorship Firm thru रविन्द्र कौशिकOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीविरेन्द्र पिता रामेश्वर निवासी नूना माजरा व श्री/श्रीमती /कुमारी सुखविन्द्र पिता जय कर्ण

निवासी नूना माजरा ने की |

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

उप/सयुंक्त पंजीयन अधिकारी(बहादुरगढ)

Daine 21-12-2022

GPA, मिन जानिब Mrs. Shailaja Joon & M/s HL Residency Proprietorship Firm proprietor Mrs. Shailaja Joon, hereinafter referred to as "Developer" which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part.

WHEREAS THE FIRST PARTY is the lawful owners in possession of land measuring 27 Kanal 8 Marle and Comprised in Khewat No. 80, Khatauni No. 84, Rectangle No. 74 Killa/Khasra No. 16(8-0), 24(7-8), 25(8-0), Khewat No. 418, Khatauni No. 427, Rectangle No. 74 Killa/Khasra No. 17/1 (4-0) total kite 4 land admeasuring 27 Kanal 8 Marle i.e. 3.425 Acres hereto by virtue of Mutation No. 5826 and Jamabandi records for the year 2019-2020, situated at Village Nuna Majra, Hadbast No. 46, Tehsil Bahadurgarh and District Jhajjar, Haryana, hereinafter referred to as the 'SAID LAND'

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

AND WHEREAS the owners are not fully equipped to execute and complete the work of development and construction of the proposed plotted residential Plotted colony, Affordable Group Housing Scheme and/or Affordable Plotted Colony under Deen Dayal Jan Awas Yojna, Commercial Colony and any/or all of the policies/licenses launched by State Govt as the case may be/Commercial complex thereon and have approached the developer, who is engaged in the development and construction of various type of residential, commercial, industrial and other colonies and is well reputed and experienced in this line of business and is confident that he is in a position to obtain permission for Change of Land Use/obtain license etc., to Collaborate with them in the execution and completion of the said plotted residential Complex on the said land.

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

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

1. That it is further agreed between the owners and Developer that in lieu of the Developer agreeing to develop the said land for residential / commercial purposes and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the Developer to the owners, the parties hereto have agreed to share the entire Developed /built up area in the said project in the following manner.

2. That the subject matter of this Deed of Collaboration between the owners

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and the developer is the said land measuring 27 Kanal 8 Marle or thereabout for utilizing the same for Development of plotted residential colony which fall in revenue estate of village NUNA MAJRA of Tehsil

Bahadurgarh, District JHAJJAR in State of Haryana.

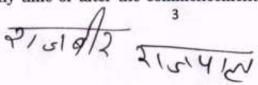
3. That the owners assures and declares that he/she/is/are the absolute owners of the said land and is/are entitled to execute collaboration with the developer for the said land. This area (Proposed for collaboration) is free from acquisition. It shall be the sole responsibility of the collaborators to get the land partitioned from the co sharers/co owners of the khewat. In case the process of partitioning gets delayed by more than one year from the date of this collaboration agreement, intentionally or unintentionally, then the collaborators shall be liable to pay damages to the developer. The extent of the damages to be paid by the landowners to the developer shall be ascertained by the three arbitrators, who shall be appointed one each by the developer & the owners & third shall be appointed by these two arbitrators, who will be president and the decision made by the president arbitrator shall be final & binding on the developer and owners.

4. That all the rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual physical possession of the said

land to the developer shall be the exclusive liability of the owners.

5. That the owners has declared and represented to the developer that there are no religious or family disputes or any other encumbrance of any kind whatsoever relating to the said land and the said Land is free from all encumbrances, mortgages, charges, gifts, liens, hypothecations, attachments, liabilities, tenancy, un-authorized occupations, claims and litigations and acquisition and the owners shall keep the title of the said land absolutely free and saleable till the duration and full implementation of this agreement in all respects. The developer has entered into this agreement relying upon these declaration and representations/undertakings of the owners.

- 6. That in case the said property or any part thereof comprised in and subject matter of this agreement declared to be belonging to the owners, is lost on account of any defect in the owners' title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any cause or cause whatsoever including relating to any outstanding(s), claim(s) taxes (s) etc. on the owners, the owners shall be liable for the damages, losses, costs and expenses sustained by the developer and / or intending buyers of whole or part of the build / un-built areas of the developer share. The owners expressly agree to keep the developer and the intending buyers of whole or part of the developer's share of the built/un-built areas harmless and indemnified against all claims and demands for damages, losses, cost and expenses which the developer or the intending buyer may sustain or incur by reason of any legal case or cases whatsoever.
- 7. That if there be any claim, demand, litigation of any nature whatsoever against the owners, then it is a condition of this agreement that the work of development and / or any other matter incidental to this agreement shall not, at any time or after the commencement or on handing over possession



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to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding, demands, litigation and / or courts decree shall only be met and satisfied out of owners' share of the area of project and or proceeds thereof. The owners further undertake that this agreement is irrevocable. Also that If the landowners fail to honor this agreement in any way, the Developer shall be fully entitled to get this agreement executed through the court of law.

8. That the owners shall execute General Power of Attorney (GPA) and Special Power of Attorney and / or any other document or papers in favor of the Developer or it's nominee to enable the Developer to apply for all regulatory approvals, licenses, sanctions and 'no objections, required for development of the said land and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required the owners have to sign the same to enable to Developer to obtain the necessary license/permission and complete the development of the colony on the said land. The Owners shall sign the same without raising any objections in any manner whatsoever and within the stipulated period.

9. That the owners further undertake that he/she/they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the said kind of the

'Development'.

10.That the owners shall furnish documentary proof of their title of the said land as and when required by the Developer and / or the concerned

authorities as may be required from time to time.

11. That the owners will assist the developer to defend and otherwise respect to any proceeding that may be initiated by any person in regard to the any portion of the said land which may be instituted at any time hereafter before any court or other authority.

12. That owners has hand over the actual physical possession of the said land to the developer for purpose of developing the said land for residential plotted Colony, agreed to be developed, with the immediate effect from the date of signing of this collaboration agreement, to enable the developer to discharge

its part of obligation.

13. It is however agreed by the Developer that the developer shall develop, construct and complete the total development and construction of the aforementioned land at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities.

14. That all licenses, approvals, sanctions etc. wherever required for development on the said land shall be procured by the Developer at its own cost and expenses and in its own name. All expenses towards scrutiny fee, License Fee, Conversion Charges, payable to the concerned authorities shall

be paid by the Developer only.

15. That it is agreed between the parties that in lieu of the owners providing their land free of cost to the developer, the developer shall deliver/transfer/handover the possession free of cost to the owners, of the owner's fully developed share in the fully developed land free of cost within 36 months from the date of letter of intent given by the Government of

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16. That it is Further agreed and assured by the Developer that the Developer at it's sole discretion may apply for obtaining License for the whole or any/some part/portion of total land/acres mentioned in this agreement.

17. That the agreement shall be irrevocable and no modification / alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of DG,TCP Haryana.

18. That the developer firm i.e. M/s HL Residency Proprietorship Firm shall be responsible for the compliance of all terms and conditions of license/provisions of Act of 1976 till the grant of final completion certificate o the colony or relieved of the responsibility by the Director General, Town And Country Planning, Haryana, whichever is earlier.

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

OWNERS'S ALLOCATION

- (a) That the owners i.e. Rajpal and Rajbir shall be entitled to get fully developed residential plots equal to 1167.88 sq. yards for each acre of land for which this Development-cum-Collaboration agreement is being executed. In total Rajpal and Rajbir shall get 4000 sq. yards of fully developed land against total land of 27 Kanal 8 owned by them i.e. Rajpal and Rajbir. it is made clear that Residential plots coming in owner's Allocation may be given by mutual consent of the developer and owners. out of the plots developed on the land owned by Owner or may be given out of plots developed on some adjoining area owned by Developer. This area of 4000 sq. Yards Shall be divided into number of plots of different sizes those will be finalized by mutual consent of the developer and owners and Developer shall allot/give plot equal to 4000 Sq. Yards within 30 months from obtaining license. And if the developer fails to provide/give/allot the plots within 30 months from obtaining license, in that case the owners shall be entitled for interest @ 15 % per annum on the cost of plots to be allocated to owners by the developer till the final allotment of agreed plots.
- (b) That it will be choice of Owner, whether Owners wants to market plots allocated to it through Developer or Owner itself wants to market it's allocation area.
- (c) That at the time of signing the agreement Cheques worth Rs. 1,00,00,000/-(Rupees One Crore only) in the shape of four Cheques has been issued through A/c Payee Cheque No. 282124 dtd. 16.12.2023 and Cheque No. 283056, 283058 & 283057 drawn at SBI IC Branch, Bahadurgarh. Out of total cheques issued by the developer to the landowners at the time of signing of this collaboration cum development agreement Cheque No. 282124 of Rs. Twenty Lakh and Cheque No. 283058 of Rs. Thirty Lakh issued in the name of Rajpal and Cheque No. 283056 of Rs. Twenty Lakh and Cheque No. 283057 of Rs. Thirty Lakh issued in the name of Rajbir.
- (d) That sale and marketing of the developed area shall be conducted by the Developer on the terms and rates fixed by the Developer. All marketing expenses pertaining commissions to agents/brokers, brochures, advertisements etc. shall be borne by the developer, for which separate General Power of Attorney shall be

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executed by the Owner in favor of Developer.

(e) That it is made clear that Developer may add whole or any portion of Owner's land into some existing License area being developed by Developer or into extension/addition of existing license of any other developer company. It has been further made clear that decision of Developer regarding use and development of owner's land shall be final and completely binding upon owners i.e. Rajpal and Rajbir.

DEVELOPER'S ALLOCATION

That the DEVELOPER shall be entitled and become owner of the owners complete land measuring 27 Kanal 8 Marle after transfer/delivery/handover of owner's allocation i.e. 1167.88 sq. yards against each acre of land for which this Development cum-Collaboration agreement is being executed. The entire saleable plotted area and common facilities and amenities shall vest in the developer in consideration of mentioned owner's allocation and towards developing the entire land into a residential/commercial Complex /Township over the said land. It has been agreed by the owner i.e. Rajpal and Rajbir. that after transferring of 4000 sq. yards of Residential plots in favour of Owners, it shall execute Regd. Exchange Deed in favour of Developer firm.

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

The Common Areas of the project such as Roads, services, community sites and other

structures will be owned/ controlled by the Developer.

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

1.Developer at its absolute discretion shall demolish all structure "Kacha" or "Pucca" existing on the said land before the Developer applies for requisite

approvals and sanctions.

2.That the developer shall commence and complete the development of the said residential/Commercial Complex by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the residential / Group Housing /Commercial Complex in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully

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empowered and entitled to assign agreement in favor of any Third party at its absolute discretion for the development without any recourse to the owners and the owners shall have no objection for such assignment.

3.That the developer shall pay and bear all taxes, cesses and levies payable for the said land and building from the date of the commencement of

development.

4. The developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labor, employee, neighbor or any other person shall be borne by the developer and owners shall be absolved of and indemnified by the developer of any financial or other liability in this regard.

5.The owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said residential /Group Housing / commercial project or booking and sale of developer's share

of developed, built or un - built areas of the Project.

6.It is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed nor any interference caused by the owners till the project is complete. It is clarified that the ownership in the said land shall continue to vest exclusively with the owners and developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided herein after which the ownership in the property shall be of both the parties as

per their respective shares.

7. The developer and the owners shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts. The developer shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favor of such purchaser. The owners shall also join hands in executing the documents in favor of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favor of such purchaser all receipt shall be issued for and on behalf of the owners and developer conclusively thereby binding both the parties for the transaction.

8. The owners shall execute General Power of Attorney in favor of the developer and / or its agents, nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals, connections, raw materials etc. and also to enable the developer to discharge its part of obligation under this

Collaboration agreement and to let/sell area of its share.

9.The owners and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department, Government of Haryana in respect of the project sought to be developed, which have been duly seen and examined by developer.

10. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and

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things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

11.It is an integral and essential term of this agreement that the said residential / commercial complex shall be named as decided by the developer without any objection whatsoever from the owners.

12. That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.

13. That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event the subsequent collaboration agreement shall prevail over this agreement.

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

OBLIGATION OF THE OWNER:

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

A. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of execution of this agreement at its own cost and expenses;

B. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.

C. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.

D. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.

E. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.

F. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.

G. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favor of Prospective buyers / tenants / Licensees.

H. To execute and sign all necessary documents of transfer of the developed

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area//plot/built up units including sale deed or Lease Deed in favor of Prospective buyers / tenants / Licensees for transfer of title of the developed area/plot/built up Units of the developers share upon completion of the Project.

I. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owners or Developer with regard to development, construction and marketing of the project.

J. Not to enter into any agreement or arrangement for the development of the said

land except with the Developers or its nominee/s.

K. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNERS, the same will be returned by the OWNERS to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the OWNERS will pay interest @12% p.a. on the amount thus received for such delayed period.

OBLIGATIONS OF THE DEVELOPER:

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

A. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to the appropriate authorities with the approval of Owners for grant of approval and sanction, to fulfill the objects of this agreement.

B. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all

services of development.

C. To develop the said Land to carry out and manage the constructions for a Residential and/ or Commercial purpose as per the building plans and other approvals as may be issued by the concerned authorities.

- D. To complete the said project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and, underground water storage tanks electrical and telephone lines etc.
- E. To market the said project in terms of this Agreement.

F. To enter into contracts, agreement or arrangements with any person for the construction or development of the said project at its own cost.

G. To discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.

H. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow – up with the various authorities during and post construction period with regard to the building and building services

from the concerned authorities.

I.Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.

J. To bring in finance for development of the said project in terms of this

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agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non - availability of finances.

K. To determine the sale price lease amount or license fees of the built-up units

of the said project from time to time.

L. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers. Third Parties and / or Prospective purchasers / allottees / transferees / Licensors etc.

That in the event of the dispute or deference between the parties relating to this agreement or any part thereof, the same shall be referred to the Bahadurgarh court and the Bahadurgarh Court alone shall have the jurisdiction for adjudication of disputes, if any, between the parties.

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

SCHEDULE OF LAND

Land measuring 27 Kanal 8 Marle and Comprised in Khewat No. 80, Khatauni No. 84, Rectangle No. 74 Killa/Khasra No. 16 (8-0), 24 (7-8), 25 (8-0), Khewat No. 418, Khatauni No. 427, Rectangle No. 74 Killa/Khasra No. 17/1 (4-0) total kite 4 land admeasuring 27 Kanal 8 Marle i.e. 3.425 Acres hereto by virtue of Mutation No. 5826 and Jamabandi records for the year 2019-2020 situated at Village Nuna Maira, Hadbast No. 46, Tehsil Bahadurgarh and District Jhajjar, Harvana.

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

SIGNED AND DELIVERED BY **OWNERS**

Rajpal (Aadhar 687941387114) Rajbir (Aadhar 869563100030)

3/1/1/2

VPO-Numa Majea

Virender Numberdar

SIGNED AND DELIVERED BY DEVELOPER

M/s HL Residency Proprietorship

Mrs. Shailaja (Proprietor) Aadhar 691399373758

through GPA Ravinder Kaushik Auth. Sing. 867220397875

Sukhuinder Sy. Sh. Jai Karan

UPO-Nuna majaa

HL Residency

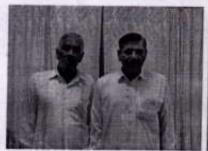
10

Reg. Year

Book No.

7340

2023-2024







दावेदार

येशकर्ता :- राजपाल सिंह राजबीर सिंह ना जीवी

Will All Balling Strategy Marian Lamber - 18 11 उप/सयुंक्त पंजीयन अधिकारी बहाद्रगढ

दावेदार :- thru रविन्द्र कौशिकOTHERMs HL Residency Proprietorship

Firm

गवाह 1 :- विरेन्द्र

गवाह 2 :- सुखविन्द्र आरिक्पान

HL Residency

Auth. Sing.

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7340 आज दिनांक 21-12-2023 को बही नं 1 जिल्द नं 22 के पुष्ठ नं 130 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 918 के पृष्ठ संख्या 85 से 94 पर चिपकाई गयी । यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 21-12-2023

उप/सयुंक्त पंजीयन अधिकारी बहाद्रगढ



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

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come, **THIS GENERAL POWER OF ATTORNEY** (hereinafter referred to as the "**GPA**") is executed at Bahadurgarh,
Distt. Jhajjar (Hr.) on the 21st day of December, 2023.

By & Between

Rajpal (Aadhar 687941387114, PAN ELTPR2844K) and Rajbir (Aadhar 869563100030, PAN ELTPR2860H) both sons of Om Prakash resident of Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507 (hereinafter jointly referred to as "THE OWNERS" which expression shall, unless repugnant or opposed to the context hereof, include their respective heirs, legal representatives, successors, administrators, executors and assigns) of the First Part:

And

M/s HL Residency Proprietorship Firm having its office Shop No. 8, Commercial complex, HL city, Sector-37, Bahadurgarh Distt. Jhajjar Proprietor Mrs. Shailaja wife of Rakesh Joon r/o H. No. 2, H L City, Sector-37, Bahadurgarh, Distt. Jhajjar बजरिए Ravinder Kaushik s/o Sh. Vishnu Dutt r/o Jhajjar being registered GPA, मिन जानिब Mrs. Shailaja Joon & M/s HL Residency Proprietorship Firm proprietor Mrs. Shailaja Joon, hereinafter referred to as "Developer" which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part.

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Auth. Sing.

डीड सबंधी विवरण

डीड का नाम

GPA

तहसील/सब-तहसील बहाद्रगढ

गांव/शहर

नूना माजरा

धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 1000 रुपये

स्टाम्प नं : JCM2023L310

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:110602557

पेस्टिंग शुल्क 3 रूपये

रुपये

Drafted By: विजय सिंह छिल्लर, वकील

Service Charge:200

यह प्रलेख आज दिनाक 21-12-2023 दिन गुरुवार समय 3:34:00 PM बजे श्री/श्रीमती /कुमारी राजपाल पुत्र औमप्रकाश राजबीर पुत्र औमप्रकाश निवास नूना माजरा द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/संकृत पंजीयन अधिकारी (बहादुरगढ)

इस्ताक्षर प्रस्तुतकर्ता

राजपाल राजबीर

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms HL Residency Proprietorship Firm thru रविन्द्र कौशिकOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीविरेन्द्र पिता रामेश्वर निवासी नूना माजरा व श्री/श्रीमती /कुमारी सुखविन्द्र पिता जय कर्ण

निवासी नूना माजरा ने की |

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

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उप/सर्युक्त पंजीयन अधिकारी(बहादुरगढ)

Dain 21.12.2022

The Developer and the Land Owner are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

The Land Owners and the Developer have entered into Development and Collaboration agreement no. 73 40 DATED 21/12/2023 ("Development Agreement") alongwith other requisite documents in relation to construction and development of a project in the nature of integrated township on land measuring 4 acre comprised in Land measuring 27 Kanal 8 Marle and Comprised in Khewat No. 80, Khatauni No. 84, Rectangle No. 74 Killa/Khasra No. 16(8-0), 24(7-8), 25(8-0), Khewat No. 418, Khatauni No. 427, Rectangle No. 74 Killa/Khasra No. 17/1 (4-0) total kite 4 land admeasuring 27 Kanal 8 Marle i.e. 3.425 Acres hereto by virtue of Mutation No. 5826 and Jamabandi records for the year 2019-2020, situated at Village Nuna Majra, Hadbast No. 46, Tehsil Bahadurgarh and District Jhajjar, Haryana, hereinafter referred to as the 'SAID LAND'

SCHEDULE OF THE LAND ADMEASURING 27 KANAL 8 MARLA

All the Land measuring 27 Kanal 8 Marle and Comprised in Khewat No. 80, Khatauni No. 84, Rectangle No. 74 Killa/Khasra No. 16(8-0), 24(7-8), 25(8-0), Khewat No. 418, Khatauni No. 427, Rectangle No. 74 Killa/Khasra No. 17/1 (4-0) total kite 4 land admeasuring 27 Kanal 8 Marle i.e. 3.425 Acres hereto by virtue of Mutation No. 5826 and Jamabandi records for the year 2019-2020, situated at Village Nuna Majra, Hadbast No. 46, Tehsil Bahadurgarh and District Jhajjar, Haryana, hereinafter referred to as the 'SAID LAND'.

The Land Owners/GPA Executor and the developer has entered into The Land Owners and the Developer have entered into Development and Collaboration agreement no. 7340 DATED 21/12/2023 ("Development Agreement") alongwith other requisite documents in relation to construction and development of a project in the nature of integrated township on land measuring 4 acre, hereinafter collectively referred to as the "Collaboration Agreements".

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

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

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

NOW KNOW, We AND THESE PRESENT WITNESSES that We Rajpal and Rajbir both sons of Om Prakash resident of Village Nuna Majra, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507, the Land Owners/GPA Executor, do hereby irrevocably nominate, constitute and appoint, from the date hereof, the Developer, acting through any of its officers, employees or agents, (hereinafter called the "Attorney") to be my true and lawful attorney for me/us in my name and on my

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HL Residency

Auth. Sing.

behalf, to do, execute and perform, at its sole discretion, all or any of the following instruments, acts, deeds, matters and things, in relation to the Said Land, that is to say:

- To manage, control, supervise the Said Land in all respects and to represent us before the concerned authorities in this behalf.
- 2. To apply to the Director General of Town & Country Planning (*DGTCP*), Haryana, HUDA for obtaining the license for establishing integrated township consisting plotted affordable residential plotted colony under Deen DayalJan Awas Yojna-2016 on the Said Land either by itself or in the part or in conjunction with other lands as may be required, to present the Development Agreement and other relevant documents before the Concerned Sub-registrar throughout Haryana& out of Haryana and get the same registered, to sign Form LC-1, Deed of Undertaking, Schedule of land, all forms, applications, agreements, to prepare, sign and submit the layout plans, Shajra Plan Scheme etc. or to give Undertaking(s), Affidavit(s), Statements), Indemnity Bond(s), Bank Guarantee(s) etc. with regard to EDC, IDC, community sites, to pay scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.
- 3. To apply to the DGTCP, Haryana and HUDA for cancellation/withdrawal/renewal of Form LC-1, Deed of Undertaking, all forms, applications, agreements, Indemnity Bond(s), Bank Guarantee(s) etc. and apply for refund of EDC, IDC, community sites, earlier paid as scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.
- To apply for transfer/alienation of License or rights under license to other Developers, Person/s, Firms, LLP, Company etc.
- 5. To receive the LOI along with release of land, if required, license etc. on our behalf and to make, sign and submit any documents, undertaking(s), agreement(s), affidavit(s), statement(s), etc. and to appear before HUDA or Concerned Urban Estates or other Government Authority or Department for getting the Said Land released licensed and for the purpose mentioned above.
- 6. To appear before DGTCP, HUDA, NHAI or Central Government/State Government/ Union Territory Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, DGTCP and partitioned as may be required in connection therewith including the filing appropriate legal proceedings wherever necessary.
- 7. To represent Land Owner before Each & Every Govt., Semi-Govt., Private offices including offices of President of India, Governor of Haryana, income tax department, municipal bodies, Central/State Government Offices or any other Government Authorities and to sign, make and/or file any letter, document, representation and Petition/Suit/Caveat for all Approvals required in connection with the Said Land and for the purpose incidental thereto, including for obtaining Approvals, and make payment of any charges due and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
- To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors architects, labour contractors, workmen, electrician, plumbers, engineers and any other person(s)

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for completion of the construction, addition; alterations; to sign any contracts, appointment letters, representations, and for the purpose furnish any indemnities, guarantees, to deposit securities and obtain discharge thereof including making, applications and obtaining any Forms; sewage connection, Completion Certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and conditions as our attorney lawfully deem fit and proper.

To obtain refund of one or all securities, amounts and other deposits made with the concerned departments in the name of the Developer or in the name of their

nominee or in the name of Land owner and to give receipt thereof.

To assign the development rights of the Developer's area in the Project.

11. To deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to Said Land with any Authority to obtain the receipts, to obtain no objection certificate(s) from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to

compromise the same before any Court of Law.

12. In accordance with the terms of the Development & Collaboration Agreements, & the Power of Attorney and this GPA, to market, negotiate and/or to enter into agreements in relation to the Developer's area with the prospective purchasers/customers and to sell, lease, licence or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations, to receive sale considerations in the name of the Attorney and to execute and register all the documents required, on their behalf, as registered owners of the Said Land, for the transfer of the titles in the built-up/developed areas before the competent authorities including the office of sub-registrars of competent jurisdiction regarding Developer's area as mentioned in registered collaboration agreement.

13. In accordance with the terms of the Collaboration Agreements, the Power of Attorney and this GPA, to enter into agreements in relation to the Land Owner's rights/share in developed area with the prospective purchasers/customers to sell, lease, license or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations received by the Land Owner himself in the name of the Land Owner and only on written advise of the Land Owner, the Developer shall execute and register all the documents required, on his behalf, as registered owner of the Said Land, for the transfer of the titles in the built-up/developed areas before the competent authorities, however at the time of execution and registration of the relevant documents in relation to Land Owner's developed Area, the Land Owner shall be a necessary party to the relevant documents and his presence in the office of the sub registrar of competent jurisdiction for registering of such relevant documents shall be necessary.

14. To engage architects, project engineers, projects managers, supervisors, skilled, unskilled labor, contractors, suppliers of various item required for constructions and development of the Project. To generally do all other acts, all types of deeds, matters and things whatsoever as this attorney shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Said Land or the affairs relative thereto, even if they are not covered by the above clauses to be carried out by the Developer

without causing any financial or other liabilities on the land owner.

 To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the land owned by me/ GPA Executer.

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- To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the plots those are developed on the land owned by me/ GPA Executer.
- To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the plots of developers area after development of the land owned by me/ GPA Executer.
- In the event of suit, application, petition, return or other proceeding or enquiry whether judicial or quasi-judicial or departmental and whether before any court, tribunal, authority, department, or body, having to be filed or defended in respect of the Said Land or any part thereof against or by the Developer, to do any or all of the following-

To do all the acts, deeds any things necessary to be done in connection with the release of the Said Land, under the provisions of the Land Acquisition Act including filing a Writ(s)/Suit(s) in any Court including

High Court/Supreme Court etc.

To engage or appoint a legal practitioner(s) to conduct the same and to (ii) sign power(s) attorney/vakalatnama in this behalf;

- To sign, verify and file any suits, plaint, complaints, written statements, (iii) petition, application, affidavit etc. in proper courts of law and offices and to proceed in all the proceedings filed in their name and on their behalf;
- To appear before the court, tribunal, authority, department or body in (iv) the proceedings in connection therewith;
- To produce or summon or receive back any documentary evidence; (v)
- (vi) To make and present before any court, tribunal, authority department or body, any application in connection therewith;
- To take and file compromise or to refer such suit or claim to arbitration. (vii)
- (viii) To deposit and withdraw any money(s)/Compensation in connection with such suit/issue;
- To file application for execution of a decree or order passed in any suit (ix) or proceedings as the case may be and to sign and verify such
- To receive any money due to Land Owner in or under such decree or (x)order and to certify payment to the court or authority;
- (xi) To apply for inspection and to inspect documents and records of any court;
- To obtain certified copies of documents and papers /record : (xii)
- (xiii) To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as their said attorneys may deem fit in connection with any such application or appeal; and
- To compromise, compound or withdraw the cases, to appoint arbitrators, (xiv) to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decreed amount, to issue receipt, to take every step necessary for the same.
- The Developer shall do all needful in relation to the following till development of the Project:
 - To represent the owner before all Government agencies such as Municipal Corporations/committees, Electricity Department, Telephone

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HL Residency Auth. Sing.

Department, Water Department, Sewage Department for the purpose of

development of the Project;

ii) To deal with and correspond with the electricity transmission/
distribution companies/corporations/authorities/entities and/or
officers thereof for obtaining electric connections, electric power to the
Said Land and/or residential Units comprised therein (including making
and putting up any sub-station) for and/or in respect of or relating to
any building to be constructed and for that purpose to sign, make and/or
file all letters, applications, undertakings, indemnities, terms and
conditions etc. as may be required;

To get the water, electric, gas, power, sewer, telephone connections/ meters installed or changed including enhancement of load in the Said Land or part thereof and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/documents and withdraw the same from/before appropriate authorities and to make representations before the concerned officers/authorities; and

iv) To pay all municipal and local taxes, rates, charges and other outgoings whatsoever, concerning the Said Land, payable to a Governmental Authority, upon any default by the Land Owner to make such payment

a Governmental Authority for and on account of the Said Land.

20. This GENERAL Power of Attorney is irrevocable.

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

IN WITNESS WHEREOF, THE GENERAL POWER OF ATTORNEY HAS BEEN SIGNED BY ME/US AT BAHADURARH ON THIS 18th DAY OF December, 2023 IN THE PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE ALSO SIGNED BELOW:-

SIGNED AND DELIVERED BY EXECUTANT/ OWNER

Rajpal (Aadhar 687941387114) Rajbir (Aadhar 869563100030)

Witness No. 1 /d by Virender Numberdar

8/o Rameshwar Nuna Majra, Bahadurgarh 9992523878 SIGNED AND DELIVERED BY DEVELOPER/ATTORNEY

M/s HL Residency Proprietorship

Mrs. Shailaja (Proprietor) Aadhar 691399373758

through GPA Ravinder Kaushik Auth. Sing. 867220397875

Witness No. 200 Kh VING Sukhvinder s/o Sh. Jai Karan

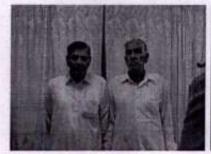
Nuna Majra, Bahadurgarh

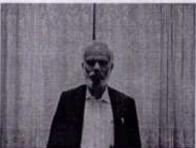
HL Residency

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2023-2024







पेशकर्ता

प्राधिकत

गवाह

THE SEAL OF THE SE

उप/सर्युक्त पंजीयन अधिकारी बहादुरगढ

पेशकर्ता :

राजपाल राजबीर

HL Residency

प्राधिकत :- thru रविन्द्र क्रौशिकOTHERMs HL Residency Proprietorship

Firm_____

गवाह 1 :- विरेन्द्र _

Auth. Sing.

गवाह 2:- सुखविन्द्र Sakhvindu

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 109 आज दिनांक 21-12-2023 को बही नं 4 जिल्द नं 11 के पृष्ठ नं 111.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 20 के पृष्ठ संख्या 23 से 28 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 21-12-2023

THE SALES

उप/सयुंक्त पंजीयन अधिकारी बहादुरगढ

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 10/07/2024

Certificate No.

JCJ2024G11

GRN No.

118824846



Stamp Duty Paid: ₹ 338200

Penalty: (Fix. Sans Chry)

₹0

Seller / First Party Detail

Name:

Name:

Amit joon

H.No/Floor: 138

Sector/Ward: 37

District: Jhajjar

LandMark: HI city sector 37

State: Haryana

City/Village: Bahadurgarh Phone:

93*****64

Buyer / Second Party Detail

HI residency proprietorship

H.No/Floor: 8

Sector/Ward: 37

LandMark: Commercial complex hl city

City/Village: Bahadurgarh

District: Jhajjar

State: Haryana

93*****64 Phone:

Purpose: Collaboration Agreement

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

DEVELOPMENT-Cum-COLLABORATION AGREEMENT

Type of Property - Agricultural Village: NunaMajra, Bahadurgarh Area - 27 Kanal 1 Marle

सव रजिस्ट्रार एस.डी.एम.

Value Rs. 1,69,06,250/-Stamp Duty -Rs.3,38,200/-Stamp : JCJ2024G11

THIS AGREEMENT OF DEVELOPMENT/COLLABORATION is made and executed at Bahadurgarh on this 28th June, 2024

By & Between Po Amit Joon (Aadhar 754631793664 PAN AWLPK1194J) son of Sh. Sunder Lal Joon resident of H. No. 138, Sector-37, HL City, Bahadurgarh, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507 (hereinafter referred to as First Party/"OWNER" which expression shall, unless repugnant or opposed to the context hereof, include their respective heirs, legal representatives, successors, administrators, executors, and assigns) of the First Part.

And

M/s HL RESIDENCY (Proprietorship firm) UAM NO HR07E0002159 PAN No. BCSPS5048B having its registered office at 8, Commercial Complex, HL City, Sector-37, Bahadurgarh, Distt. Jhajjar, Haryana 124507 Proprietor Mrs. Shailaja (Aadhar No.691399373758) w/o Rakesh Joon s/o Sunder Lal r/o H. No. 2 HL City,

Shoulast

दिनांक:10-07-2024

डीड सबंधी विवरण

डीड का नाम

COLLABORATION

AGREEMENT

तहसील/सब-तहसील बहादुरगढ

गांव/शहर

नूना माजरा

धन सबंधी विवरण

राशि 16906250 रुपये

स्टाम्प ड्यूटी की राशि 338125 रुपये

स्टाम्प नं : JCJ2024G11

स्टाम्प की राशि 338200 रुपये

रजिस्ट्रेशन फीस की राशि 50000

EChallan:118834141

पेस्टिंग शुल्क 0 रुपये

रुपये

Drafted By: रविन्द्र कौशिक, वकील SEAL

Service Charge:0

यह प्रलेख आज दिनाक 10-07-2024 दिन बुधवार समय 2:37:00 PM बजे श्री/श्रीमती /कुमारी अमित जून पुत्र सुन्दरलाल निवास बहादुरगढ द्वारा प्रजाकरण हेतु प्रस्तुत किया गया।

हस्तोक्षर प्रस्तुतकर्ता अमित जून

उप/संयुक्त पंजीयन अधिकारी (बहादुरगढ)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms HL Residency thru शैलजाOTHER हाजिर है | प्रतृत प्रलेख के तथ्यों को दोनों

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ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीविरेन्द्र पिता रामेश्वर निवासी नूना मजरा व श्री/श्रीमती /कुमारी दीपक सोनी पिता नन्दगोपाल

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निवासी झज्जर ने की |

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

Dain 10.07.2024

उप/सयुंक्त पंजीयन अधिकारी(बहादुरगढ)

Sector-37, Bahadurgarh, Distt. Jhajjar, hereinafter referred to as Second Party/"Developer" which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part.

WHEREAS THE FIRST PARTY is the lawful Owner in possession of land measuring 27 Kanal 1 Marle and Comprised in Khewat No. 83, Khatoni No. 87, Rectangle No. 88 Killa No. 5(7-11), 6/1(3-2), 6/2(4-18), 7/2(0-18), 14(4-18), 15(6-4) total kite 6 land admeasuring 27 Kanal 1 Marle i.e. 3.38125 Acres hereto by virtue of Regd. Sale Deed No. 2352 dtd. 28.06.2024 and Mutation No. 5987 and Jamabandi for the year 2019-2020 and situated within revenue estate of Nuna Majra, Tehsil Bahadurgarh and District Jhajjar, Haryana, hereinafter referred to as the 'SAID LAND'

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

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

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

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

1. That it is further agreed between the Owner and Developer that in lieu of the Developer agreeing to develop the said land for residential / commercial purposes and agreeing to obtain the licenses at its own cost and expenses and in consideration of the deposit to be made by the Developer to the Owner, the parties hereto have agreed to share the entire Developed /built up area in the said project in the following manner.

2. That the subject matter of this Deed of Collaboration between the Owner and the developer is the said land measuring 27 Kanal 1 Marle or thereabout for utilizing the same for Development of plotted residential colony which fall in revenue estate of village NUNA MAJRA of Tehsil Bahadurgarh, District IHA LIAP in State of Head and Inc.

JHAJJAR in State of Haryana.

3. That the Owner assures and declares that he/she/is/are the absolute

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

4. That all the rates, cesses and taxes due and payable in respect of the said land up to the handing over of the actual physical possession of the said

land to the developer shall be the exclusive liability of the Owner.

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

8. That the Owner shall execute General Power of Attorney (GPA) and Special Power of Attorney and / or any other document or papers in favor of the



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

9. That the Owner further undertake that he/she/they shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. and shall not create any obstruction or impediment in the development of the said kind of the

'Development'.

10. That the Owner shall furnish documentary proof of their title of the said land as and when required by the Developer and/or the concerned

authorities as may be required from time to time.

11. That the Owner will assist the developer to defend and otherwise respect to any proceeding that may be initiated by any person in regard to the any portion of the said land which may be instituted at any time hereafter before any court or other authority.

12. That Owner has hand ever the actual physical possession of the said land to the developer for purpose of developing the said land for residential plotted Colony, agreed to be developed, with the immediate effect from the date of signing of this collaboration agreement, to enable the developer to discharge its part of obligation. its part of obligation.

13. It is however agreed by the Developer that the developer shall develop, construct and complete the total development and construction of the aforementioned land at its own cost and expense after procuring requisite licenses, permissions, approvals, sanctions, whenever required from the concerned authorities.

14. That all licenses, approvals, sanctions etc. wherever required for development on the said land shall be procured by the Developer at its own cost and expenses and in its own name. All expenses towards scrutiny fee, License Fee, Conversion Charges, payable to the concerned authorities shall be paid by the Developer only.

15. That it is agreed between the parties that in lieu of the Owner providing their free of cost to the developer, the developer deliver/transfer/handover the possession free of cost to the Owner, of the owner's fully developed share in the fully developed land free of cost within 36 months from the date of letter of intent given by the Government of

16. That it is Further agreed and assured by the Developer that the Developer at it's sole discretion may apply for obtaining License for the whole or any/some part/portion of total land/acres mentioned in this agreement.

17. That the agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of such agreement can be undertaken, except after obtaining prior approval of DG,TCP Haryana.

18. That the developer firm i.e. M/s HL Residency Proprietorship Firm shall be responsible for the compliance of all terms and conditions of

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license/provisions of Act of 1976 till the grant of final completion certificate o the colony or relieved of the responsibility by the Director General, Town And Country Planning, Haryana, whichever is earlier.

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

OWNER'S ALLOCATION

- (a) That the Owner Amit Joon shall be entitled to get fully developed residential plots equal to 1600 sq. yards for each acre of land for which this Development-cum-Collaboration agreement is being executed. In total Amit Joon shall get 5410 sq. yards of fully developed land against total land of 27 Kanal 1 Marle owned by owner, it is made clear that Residential plots coming in owner's Allocation may be given by Developer out of the plots developed on the land owned by Owner or may be given out of plots developed on some adjoining License area owned by Developer. This area of 5410 sq. Yards Shall be divided into number of plots of different sizes as per choice of Developer. With the mutual consent of owner and Developer it is agreed that after development of the project total 5410 sq. yards of fully developed residential plots or price equal to market value of 5410 sq. yards shall be given to Owner/First Party.
- (b) That it will be choice of Owner, whether Owner wants to market plots allocated to it through Developer or Owner itself wants to market it's allocation area.
- (c) That at the time of signing the agreement an amount of Rs. 1,00,000/- (Rupees One Lakh only) in the shape of A/c Payee Cheque No. 310480 dtd.28.06.2024 drawn at SBI, IC Branch, Bahadurgarh has been paid by the developer to the landowner at the time of signing of this collaboration cum development agreement.
- (d) That sale and marketing of the developed area shall be conducted by the Developer on the terms and rates fixed by the Developer. All marketing expenses pertaining commissions to agents/brokers, brochures, advertisements etc. shall be borne by the developer, for sale and marketing of the developed area separate General Power of Attorney shall be executed by the Owner in favor of Developer.
- (e) That it is made clear that Developer may add whole or any portion of Owner's land into some existing License area being developed by Developer or into extension/addition of existing license of any other developer company. It has been further made clear that decision of Developer regarding use and development of owner's land shall be final and completely binding upon Owner.

DEVELOPER'S ALLOCATION

That the DEVELOPER shall be entitled and become owner of the Owner complete land measuring 27 Kanal 1 Marle after transfer/delivery/handover of owner's allocation i.e. 1600 against each acre of land Development-cum-Collaboration agreement is being executed. The entire saleable plotted area and common facilities and amenities shall vest in the developer in consideration of mentioned owner's allocation and towards developing the entire land into a residential/commercial Complex /Township over the said land. It has been agreed by the owner, that after transferring of 5410 sq. yards of Residential plots in

favour of Owner, it shall execute Regd. Exchange Deed in favour of Developer firm.

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

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

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

- 1. Developer at its absolute discretion shall demolish all structure "Kacha" or "Pucca" existing on the said land before the Developer applies for requisite approvals and sanctions.
- 2. That the developer shall commence and complete the development of the said residential/Commercial Complex by providing the entire finance, equipment, inputs material infrastructure and expertise necessary to develop the residential / Group Housing /Commercial Complex in accordance with the sanctioned plans and any modifications thereof as may become necessary or agreed to during the progress of the work. That the Developer is fully empowered and entitled to assign agreement in favor of any Third party at its absolute discretion for the development without any recourse to the Owner and the Owner shall have no objection for such assignment.
- 3. That the developer shall pay and bear all taxes, cesses and levies payable for the said land and building from the date of the commencement of development.
- 4. The developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labor, employee, neighbor or any other person shall be borne by the developer and Owner shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
- 5.The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said residential /Group Housing / commercial project or booking and sale of developer's share

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of developed, built or un - built areas of the Project.

6.It is agreed between the parties that the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed nor any interference caused by the Owner till the project is complete. It is clarified that the Ownerhip in the said land shall continue to vest exclusively with the Owner and developer shall not be entitled to claim any right, title or interest in the said portion of the said land or any part thereof before successful completion of the project as provided herein after which the Ownerhip in the property shall be of both the parties as per their respective shares.

7. The developer and the Owner shall be entitled to retain or let out or sell the area of its share to any party either in whole or in parts. The developer shall be entitled to enter into any agreement to sell / lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favor of such purchaser. The Owner shall also join hands in executing the documents in favor of such purchaser and shall also do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favor of such purchaser all receipt shall be issued for and on behalf of the Owner and developer conclusively thereby binding both the parties for the transaction

8. The Owner shall execute General Power of Attorney in favor of the developer and / or its agents, nominee of the developer to enable the developer to obtain necessary sanctions, permissions, approvals/ connections, raw materials etc. and also to enable the developer to discharge its/part of obligation under this

Collaboration agreement and to let/sell area of its share.

9. The Owner and the developer shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department, Government of Haryana in respect of the project sought to be developed, which have been duly seen and examined by developer.

10. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

11.It is an integral and essential term of this agreement that the said residential / commercial complex shall be named as decided by the developer without any

objection whatsoever from the Owner.

12. That the parties hereto understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the developed areas by and between the parties as mentioned hereinabove.

13. That the agreement may be changed, altered, amended, modified, superseded, amended, with the mutual consent of the parties hereto and in such an event the subsequent collaboration agreement shall prevail over this agreement.

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

OBLIGATION OF THE OWNER:

It is agreed by and between the parties that the Owner shall have the following

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obligations, including the other conditions specified in the rest part of the agreement, which shall be performed by him at its own cost and expenses:

- A. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of execution of this agreement at its own cost and expenses;
- B. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- C. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- D. To permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.
- E. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- F. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- G. To execute and sign Power of Attorney in favor of the Developer and/or its agents to enable the Developer to sign Agreement for sale / Agreement for Lease in favor of Prospective buyers / tenants / Licensees.
- H. To execute and sign all necessary documents of transfer of the developed area//plot/built up units including sale deed or Lease Deed in favor of Prospective buyers / tenants / Licensees for transfer of title of the developed area/plot/built up Units of the developers share upon completion of the Project.
- I. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project.
- J. Not to enter into any agreement or arrangement for the development of the said land except with the Developers or its nominee/s.
- K. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the OWNER will pay interest @12% p.a. on the amount thus received for such delayed period.

OBLIGATIONS OF THE DEVELOPER:

It is agreed by and between the parties hereto that the following shall be the

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obligations and responsibility of the Developer, which shall be performed by it at its own cost and expenses:

- A. Survey of the said land, preparation of the layout and building plans and development schemes independently for the said land, to submit the same to the appropriate authorities with the approval of Owner for grant of approval and sanction, to fulfill the objects of this agreement.
- B. To prepare detailed development plans and estimates and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
- C. To develop the said Land to carry out and manage the constructions for a Residential and/ or Commercial purpose as per the building plans and other approvals as may be issued by the concerned authorities.
- D. To complete the said project in all respect including but not limiting to the completion of construction of floors space carrying out internal development by laying roads, sewage lines, overhead and, underground water storage tanks electrical and telephone lines etc.
- E. To market the said project in terms of this Agreement.
- F. To enter into contracts, agreement or arrangements with any person for the construction or development of the said project at its own cost.
- G. To discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees / officials / staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Developer.
- H. Timely completion of formalities for obtaining the requisite permissions, sanctions and approvals and follow up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- I.Timely completion of all formalities pertaining to application and obtaining of completion / occupancy certificates from the concerned authorities.
- J. To bring in finance for development of the said project in terms of this agreement as and when required for the said Project in time so that the development of the project is not hindered on any account whatsoever particularly for non – availability of finances.
- K. To determine the sale price lease amount or license fees of the built-up units of the said project from time to time.
- L. To abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers. Third Parties and / or Prospective purchasers / allottees / transferees / Licensors etc.
- Note: 1. That in the event of the dispute or deference between the parties relating to this agreement or any part thereof, the same shall be referred to the Bahadurgarh court and the Bahadurgarh Court alone shall have the jurisdiction for adjudication of disputes, if any, between the parties.
 - 2. That the developer firm i.e. M/s HL Residency Proprietorship Firm Shall be responsible for compliance of all terms & conditions of licence/provisions of Act of 1975 and rules 1976 till the grant of final

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- completion certificate to the colony or relieved of the responsibility by the Director General, Town and Country Planning, Haryana whichever is earlier.
- 3. That the Agreement shall be irrevocable and no modification/alteration etc. in the term and conditions of such agreement can be undertaken, except after obtaining prior approval of DG, TCP Haryana.

SCHEDULE OF LAND

land measuring 27 Kanal 1 Marle and Comprised in Khewat No. 83, Khatoni No. 87, Rectangle No. 88 Killa No. 5(7-11), 6/1(3-2), 6/2(4-18), 7/2(0-18), 14(4-18), 15(6-4) total kite 6 land admeasuring 27 Kanal 1 Marle i.e. 3.38125 Acres hereto by virtue of Regd. Sale Deed No. 2352 dtd. 28.06.2024 and Mutation No. 5987 and Jamabandi for the year 2019-2020 and situated within revenue estate of Nuna Majra, Tehsil Bahadurgarh and District Jhajjar Harvane.

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

SIGNED AND DELIVERED BY Owner

1-1-

Amit Joon (Aadhar 754631793664) PAN AWLPK1194J

Witnesses:- Va Virender, Numberdar s/o Rameshwar VPO Nuna Majra 9992523878 SIGNED AND DELIVERED BY DEVELOPER M/s HL Residency Proprietorship

Mrs. Shailaja (Proprietor)

Deepak Sorii s/o Sh. Nand Gopal Damdma Mohalla, Jhajjar 9354610077

Aadhar 691399373758

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

Reg. Year

Book No.

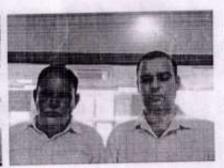
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2024-2025

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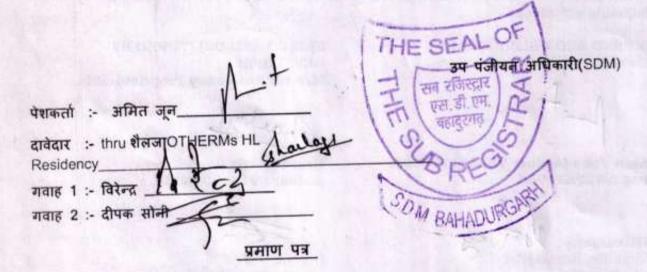




पेशकर्ता

दावेदार

गवाह



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2634 आज दिनांक 10-07-2024 को बही नं 1 जिल्द नं 29 के पृष्ठ नं 79.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1211 के पृष्ठ संख्या 3 से 6 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 10-07-2024

उप पंजीयन अधिकारी SDM Bahadurgarh

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 27/05/2022

Certificate No.

JC272022E124

GRN No.

90853907

Stamp Duty Paid: ₹ 1000

₹0

Penalty: Ple Jen One

Seller / First Party Detail

Name:

Triveni motels And resorts Pvt Itd

H.No/Floor: Wz323a

Sector/Ward: Na

LandMark: Near khadi chopal

City/Village: Madipur villag

District: West

State: New delhi

Phone:

94****70

Buver / Second Party Detail



Name:

HI residency proprietorship

H.No/Floor : 8

Sector/Ward: 37

LandMark: HI city sector 37

City/Village: Bahadurgarh

District: Jhajjar

State: Haryana

Phone:

94****70

Purpose: General Power of Attorney

THE SEAL OF

The authenticity of this document can be verified by scanning this OrCoor Troops

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come, THIS GENERAL POWER OF ATTORNEY (hereinafter referred to as the "GPA") is executed at Bahadurgarh, Distt. Jhajjar (Hr.) on the 10th day of July, 2024,

By & Between

Amit Joon (Aadhar 754631793664 PAN AWLPK1194J) son of Sh. Sunder Lal Joon resident of H. No. 138, Sector-37, HL City, Bahadurgarh, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507 (hereinafter referred to as First Party/"OWNER" which expression shall, unless repugnant or opposed to the context hereof, include their respective heirs, legal representatives, successors, administrators, executors, and assigns) of the First Part.

AND

M/s HL RESIDENCY (Proprietorship firm) UAM NO HR07E0002159 PAN No. BCSPS5048B having its registered office at 8, Commercial Complex, HL City, Sector-37, Bahadurgarh, Distt. Jhajjar, Haryana 124507 Proprietor Mrs. Shailaja (Aadhar No.691399373758) w/o Rakesh Joon s/o Sunder Lal r/o H. No. 2 HL City, Sector-37, Bahadurgarh, Distt. Jhajjar, hereinafter referred to as "Developer" which expressions shall unless excluded by or repugnant to the context or meaning thereof be deemed to include it's subsiding companies, associates, representatives, successors, liquidators, permitted nominees and assigns of the Second Part. The Developer and the Land Owner are individually referred to as "Party" and collectively referred to as "Parties".

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दिनांक: 10-07-2024

डीड सबंधी विवरण

डीड का नाम

GPA

तहसील/सब-तहसील बहादुरगढ

गांव/शहर

न्ना माजरा

धन सबंधी विवरण

राशि 0 रुपये

स्टाम्प इयूटी की राशि 1000 रुपये

स्टाम्प नं : JCJ2024G13

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:118836546

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: 10-3 The file

Service Charge:200

यह प्रलेख आज दिनाक 10-07-2024 दिन बुधवार समय 2:38:00 PM बजे श्री/श्रीमती /कुमारी अभित जून पुत्र सुन्दर लाल जून निवास बहादुरगढ द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता अमित ज्न

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms Hil Residency thru होजर है। प्रतृत प्रलेख के तथ्यों को दोनों

ने सुनकर तथा समझकर स्वीकार किया |दोनों मुलो नि पहचान श्रीशीमती |कुमारीविरेन्द्र पिता रामेश्वर निवासी नूना माजरा

AH DURGARY

व श्री/श्रीमती /कुमारी दीपक सोनी पिता नन्द गीपास

निवासी झजजर ने की |

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

Holand

उप/सयुंक्त पंजीयेन अधिकारी(बहादुरगढ)

उप/संस्ंत पंजीयने अधिकारी (बहादुरगढ)

Dain 10.07.2024

WHEREAS:

The Land Owner and the Developer have entered into Development and Collaboration agreement no. 2634 DATED 10.07.2024 ("Development Agreement") alongwith other requisite documents in relation to construction and development of a project in the nature of integrated township on land measuring 27 Kanal 1 Marle comprised in of land measuring 27 Kanal 1 Marle and Comprised in Khewat No. 83, Khatoni No. 87, Rectangle No. 88 Killa No. 5(7-11), 6/1(3-2), 6/2(4-18), 7/2(0-18), 14(4-18), 15(6-4) total kite 6 land admeasuring 27 Kanal 1 Marle i.e. 3.38125 Acres hereto by virtue of Regd. Sale Deed No. 2352 dtd. 28.06.2024 and Mutation No. 5987 and Jamabandi for the year 2019-2020 and situated within revenue estate of Nuna Majra, Tehsil Bahadurgarh and District Jhajjar, Haryana, hereinafter referred to as the 'SAID LAND' as detailed given below:

SCHEDULE OF THE LAND

All the of land measuring **27 Kanal 1 Marle** and Comprised in Khewat No. 83, Khatoni No. 87, Rectangle No. 88 Killa No. 5(7-11), 6/1(3-2), 6/2(4-18), 7/2(0-18), 14(4-18), 15(6-4) total kite 6 land admeasuring **27 Kanal 1 Marle i.e. 3.38125 Acres** hereto by virtue of Regd. Sale Deed No. 2352 dtd. 28.06.2024 and Mutation No. 5987 and Jamabandi for the year 2019-2020 and situated within revenue estate of Nuna Majra, Tehsil Bahadurgarh and District Jhajjar, Haryana.

The Land Owner/GPA Executor and the developer has entered into The Land Owner and the Developer have entered into Development and Collaboration agreement no.

2634 DATED 10.07.2024 ("Development Agreement") alongwith other requisite documents in relation to construction and development of a project in the nature of integrated township on land measuring 27 Kanal 1 Marle, hereinafter collectively referred to as the "Collaboration Agreements".

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

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

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

NOW KNOW, I AND THESE PRESENT WITNESSES that I, Amit Joon (Aadhar 754631793664 PAN AWLPK1194J) son of Sh. Sunder Lal Joon resident of H. No. 138, Sector-37, HL City, Bahadurgarh, Tehsil Bahadurgarh, District Jhajjar, Haryana 124507, the Land Owner/GPA Executor, do hereby irrevocably nominate, constitute and appoint, from the date hereof, the Developer M/s HL RESIDENCY (Proprietorship firm) UAM NO HR07E0002159 PAN No. BCSPS5048B having its registered office at 8, Commercial Complex, HL City, Sector-37, Bahadurgarh, Distt. Jhajjar, Haryana 124507 Proprietor Mrs. Shailaja (Aadhar No.691399373758) w/o Rakesh Joon s/o Sunder Lal r/o H. No. 2 HL City, Sector-37, Bahadurgarh, Distt.

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Jhajjar, acting through any of its officers, employees or agents, (hereinafter called the "Attorney") to be my true and lawful attorney for me/us in my name and on my behalf, to do, execute and perform, at its sole discretion, all or any of the following instruments, acts, deeds, matters and things, in relation to the Said Land, that is to sav:

- 1. To manage, control, supervise the Said Land in all respects and to represent us before the concerned authorities on this behalf.
- To apply to the Director General of Town & Country Planning ("DGTCP"), Haryana, HUDA for obtaining the license for establishing integrated township consisting plotted affordable residential plotted colony under Deen Dayal Jan Awas Yojna-2016 on the Said Land either by itself or in the part or in conjunction with other lands as may be required, to present the Development Agreement and other relevant documents before the Concerned Sub-registrar throughout Harvana& out of Harvana and get the same registered, to sign Form LC-1, Deed of Undertaking, Schedule of land, all forms, applications, agreements, to prepare, sign and submit the layout plans, Shajra Plan Scheme etc. or to give Undertaking(s), Affidavit(s), Statements), Indemnity Bond(s), Bank Guarantee(s) etc. with regard to EDC, IDC, community sites, to pay scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.
- 3. apply to the DGTCP, Haryana and HUDA for cancellation/ withdrawal/renewal of Form LC-1, Deed of Undertaking, all forms, applications, agreements, Indemnity Bond(s), Bank Quarantee(s) etc. and apply for refund of EDC, IDC, community sites, earlier paid as scrutiny fee, license fee, service charges, conversion fees, etc. and to fulfill the other requirements or directions as may be desired by the Department in this regard.

To apply for transfer/alienation of License or rights under license to other Developers, Person/s, Firms, LLP, Company etc.

5. To receive the LOI along with release of land, if required, license etc. on our behalf and to make, sign and submit any documents, undertaking(s), agreement(s), affidavit(s), statement(s), etc. and to appear before HUDA or Concerned Urban Estates or other Government Authority or Department for getting the Said Land released licensed and for the purpose mentioned above.

6. To appear before DGTCP, HUDA, NHAI or Central Government/State Government/ Union Territory Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes or powers mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, DGTCP and partitioned as may be required in connection therewith including the filing appropriate legal proceedings wherever necessary.

To represent Land Owner before Each & Every Govt., Semi-Govt., Private offices including offices of President of India, Governor of Haryana, income tax department, municipal bodies, Central/State Government Offices or any other Government Authorities and to sign, make and/or file any letter, document, representation and Petition/Suit/Caveat for all Approvals required in connection with the Said Land and for the purpose incidental thereto, including for obtaining Approvals, and make payment of any charges due and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;

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- 8. To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors architects, labour contractors, workmen, electrician, plumbers, engineers and any other person(s) for completion of the construction, addition; alterations; to sign any contracts, appointment letters, representations, and for the purpose furnish any indemnities, guarantees, to deposit securities and obtain discharge thereof including making, applications and obtaining any Forms; sewage connection, Completion Certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and conditions as our attorney lawfully deem fit and proper.
- To obtain refund of one or all securities, amounts and other deposits made with the concerned departments in the name of the Developer or in the name of their nominee or in the name of Land owner and to give receipt thereof.
- 10. To assign the development rights of the Developer's area in the Project.
- 11. To deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to Said Land with any Authority to obtain the receipts, to obtain no objection certificate(s) from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of Law.
- 12. In accordance with the terms of the Development & Collaboration Agreements, & the Power of Attorney and this GPA, to market, negotiate and/or to enter into agreements in relation to the Developer's area with the prospective purchasers/customers and to sell, lease, alienate in any and all ways, license or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations, to receive sale considerations in the name of the Attorney and to execute and register all the documents required, on their behalf, as registered Owner of the Said Land, for the transfer of the titles in the built-up/developed areas before the competent authorities including the office of sub-registrars of competent jurisdiction regarding Developer's area as mentioned in registered collaboration agreement.
- 13. In accordance with the terms of the Collaboration Agreements, the Power of Attorney and this GPA, to enter into agreements in relation to the Land Owner's rights/share in developed area with the prospective purchasers/customers to sell, lease, license or otherwise commercially exploit the built-up/developed areas in whole or in parts to the intending purchasers against adequate sale considerations received by the Land Owner himself in the name of the Land Owner and only on written advise of the Land Owner, the Developer shall execute and register all the documents required, on his behalf, as registered owner of the Said Land, for the transfer of the titles in the built-up/developed areas before the competent authorities, however at the time of execution and registration of the relevant documents in relation to Land Owner's developed Area, the Land Owner shall be a necessary party to the relevant documents and his presence in the office of the sub registrar of competent jurisdiction for registering of such relevant documents shall be necessary.
- 14. To engage architects, project engineers, projects managers, supervisors, skilled, unskilled labor, contractors, suppliers of various item required for constructions and development of the Project. To generally do all other acts, all types of deeds, matters and things whatsoever as this attorney shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Said Land or the affairs relative thereto, even if they are not covered by the above clauses to be carried out by the Developer without causing any financial or other liabilities on the land owner.

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- To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the land owned by me/ GPA Executer.
- To execute agreement to sale, conveyance deed/sale deed or all type of property transfer documents regarding the plots those are developed on the land owned by me/ GPA Executer.
- 17. In the event of suit, application, petition, return or other proceeding or enquiry whether judicial or quasi-judicial or departmental and whether before any court, tribunal, authority, department, or body, having to be filed or defended in respect of the Said Land or any part thereof against or by the Developer, to do any or all of the following-
 - (i) To do all the acts, deeds any things necessary to be done in connection with the release of the Said Land, under the provisions of the Land Acquisition Act including filing a Writ(s)/Suit(s) in any Court including High Court/Supreme Court etc.

(ii) To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney/vakalatnama in this behalf;

(iii) To sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to proceed in all the proceedings filed in their name and on their behalf;

 (iv) To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;

(v) To produce or summon or receive back any documentary evidence;

(vi) To make and present before any court, tribunal, authority department or body, any application in connection therewith;

(vii) To take and file compromise or to refer such suit or claim to arbitration.

(viii) To deposit and withdraw any money(s)/Compensation in connection with such suit/issue; and To receive any money due to Land Owner in or under such decree or order and to certify payment to the court or authority;

(ix) To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application:

 (x) To apply for inspection and to inspect documents and records of any court; and To obtain certified copies of documents and papers /record;

(xi) To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as their said attorneys may deem fit in connection with any such application or appeal; and

(xii) To compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decreed amount, to

issue receipt, to take every step necessary for the same.

18. The Developer shall do all needful in relation to the following till development of the Project:

To represent the owner before all Government agencies such as Municipal Corporations/committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project;

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- ii) To deal with and correspond with the electricity transmission/ distribution companies/corporations/authorities/entities and/or officers thereof for obtaining electric connections, electric power to the Said Land and/or residential Units comprised therein (including making and putting up any sub-station) for and/or in respect of or relating to any building to be constructed and for that purpose to sign, make and/or file all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required;
- iii) To get the water, electric, gas, power, sewer, telephone connections/ meters installed or changed including enhancement of load in the Said Land or part thereof and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/documents and withdraw the same from/before appropriate authorities and to make representations before the concerned officers/authorities; and
- iv) To pay all municipal and local taxes, rates, charges and other outgoings whatsoever, concerning the Said Land, payable to a Governmental Authority, upon any default by the Land Owner to make such payment a Governmental Authority for and on account of the Said Land.
- 19. This GENERAL Power of Attorney is irrevocable. And we do hereby agree that all acts, deeds, matters and things done by the said Attorneys shall be constituted as acts, deeds and things done by the Executants personally as if present and the Executants undertake to ratify and confirm all that the said Attorneys shall do or cause to be done by virtue of the powers hereby granted.

IN WITNESS WHEREOF, THE GENERAL POWER OF ATTORNEY HAS BEEN SIGNED BY ME/US AT BAHADURARH ON THIS 27th DAY OF May, 2022 IN THE PRESENCE OF THE FOLLOWING WITNESSES WHO HAVE ALSO SIGNED BELOW:-

SIGNED AND DELIVERED BY EXECUTANT/ OWNER

Amit Joon (Aadhar 754631793664) PAN AWLPK1194J

Witnesses:- LA 20 Virender, Numberdar s/o Rameshwar VPO Nuna Majra 9992523878 SIGNED AND DELIVERED BY
DEVELOPER /ATTORNEY
M/s HL Residency Proprietorship

Mrs. Shailaja (Proprietor) Aadhar 691399373758

Deepak Soni s/o Sh. Nand Gopal Damdma Mohalla, Jhajjar

9354610077

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

Book No.

39

2024-2025

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पेशकर्ता

प्राधिकत

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- अमित जून_

प्राधिकत :- thru शैलजाOTHERMs HL

Residency

गवाह 1 :- विरेन्द्र .

गवाह 2 :- दीपक सोनी-

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 39 आज दिनांक 10-07-2024 को बही नं 4 जिल्द नं 11 के पृष्ठ नं 132.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 24 के पृष्ठ सख्या 60 से 63 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये हैं।

दिनांक 10-07-2024

उप/सयुंक्त पंजीयन अधिकारी बहादुरगढ