

**Indian-Non Judicial Stamp
Haryana Government**

Date : 12/02/2022

Certificate No. GFL2022B7

GRN No. 87264597

Stamp Duty Paid : ₹ 101
(Rs. Only)Penalty : ₹ 0
(Rs. Zero Only)**Seller / First Party Detail**

Name: Ajay Kumar

H.No/Floor : Na

City/Village : Sohna

Phone: 99*****73

Sector/Ward : 18

District : Gurgaon

Others : Ritik jain

LandMark : Lohia wara

State : Haryana

Buyer / Second Party Detail

Name : Mv Buildcon Pvt Ltd

H.No/Floor : 118

City/Village : Gurgaon

Phone : 98*****77

Sector/Ward : 49

District : Gurugram

LandMark : Universal trade tower

State : Haryana



Purpose : MOU

8171

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

MEMORANDUM OF UNDERSTANDING/AGREEMENT

This memorandum of understanding/agreement is made and executed on this day of 17- at Sohna, Tehsil Sohna, District Gurugram, Haryana.

BETWEEN

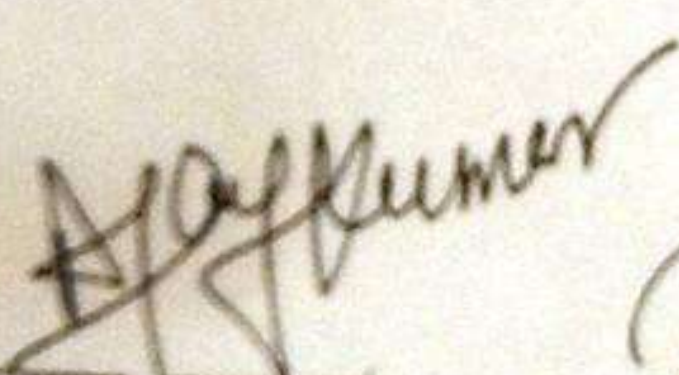
प्रलेख नं: 8171


दिनांक: 17-02-2022

डीड संबंधी विवरण	
डीड का नाम	AGREEMENT
तहसील/सब-तहसील	सोहना
गांव/शहर	Sohna


धन संबंधी विवरण	
राशि 101 रुपये	स्टाम्प ड्यूटी की राशि 100 रुपये
स्टाम्प नं : 811202267	स्टाम्प की राशि 101 रुपये
रजिस्ट्रेशन कीस की राशि 100 रुपये	EChallan: 87321511 वेस्टिंग शुल्क 3 रुपये
Drafted By: KUSHAL SINGH DW Service Charge: 200	

यह प्रलेख आज दिनांक 17-02-2022 दिन गुरुवार समय 1:03:00 PM बजे श्री/श्रीमती /कुमारी ,
AJAY KUMAR पुत्र PARASNATH RITIK JAIN पुत्र AJAY KUMAR निवास SAME द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।


हस्ताक्षर प्रस्तुतकर्ता
AJAY KUMAR RITIK JAIN


उप/सयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पक्षकता व श्री/श्रीमती /कुमारी MS M V BUILDCON PVT LTD thru VIJAY KUMAR OTHER हाजिर है । प्रतु
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI CHAND NUMBERDAR पिता ---
निवासी ALIPUR व श्री/श्रीमती /कुमारी BHARM PRAKASH NUMBERDAR पिता ---
निवासी RAISINA ने की ।
साक्षी नं:1 को हम नम्बरदार /अधियता के रूप में जानते हैं तथा यह साक्षी नं:2 की पहचान करता है ।


उप/सयुक्त पंजीयन अधिकारी (सोहना)

Ajay Kumar Son Of Shri Parasnath S/O Late Shri Basheshar Nath and Ritik Jain Son of Shri Ajay Kumar Son of Parasnath Son of Late Sh Basheshar Nath both Resident of ward no. 18, Lohiawara, Sohna, Gurgaon **(hereinafter referred to as the "FIRST PARTY/LAND OWNER")** (which expression shall unless exclude or repugnant to the context, be deemed to include his authorised representatives, nominees, administrators, successors-in-interests, executors and assigns)

AND

M/s M. V. BUILDCON PRIVATE LIMITED having its registered office at B-52 AB, IIInd Floor, Kalkaji, New Delhi-110019 and Corporate Office at 118-119, Ist Floor, Universal Trade Tower, Sector 49, Gurgaon **(hereinafter referred to as the "SECOND PARTY/DEVELOPER")** through its Director Sh. Vijay Kumar S/o Sh. Chander-Prakash authorised vide board resolution dated 07/02/2022 (which expression shall unless exclude or repugnant to the context, be deemed to include its authorised

Ajay Kumar
Ritik Jain

Reg. No.

Reg. Year

Book No.

8171

2021-2022

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- AJAY KUMAR RITIK JAIN

Ajay Kumar Ritik Jain

उप/संयुक्त पंजीयन अधिकारी

दावेदार :- Shri VIJAY KUMAROTHERMS M.V BUILDCON PVT LTD

गवाह 1 :- SHRI CHAND NUMBERDAR

गवाह 2 :- BHARM PRAKASH NUMBERDAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8171 आज दिनांक 17-02-2022 को बही नं 1 जिल्द नं 1762 के पृष्ठ नं 57.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 4050 के पृष्ठ संख्या 69 से 72 पर विपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-02-2022

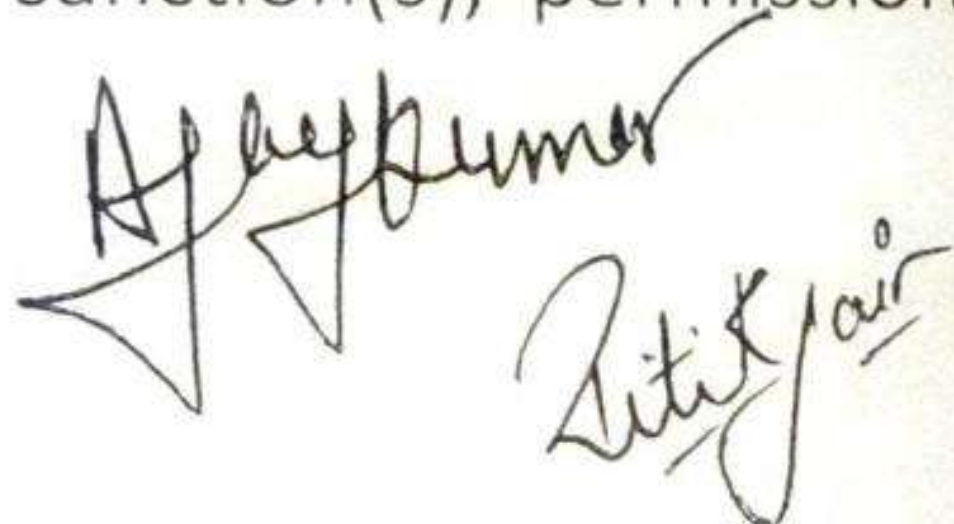
[Signature]
उप/संयुक्त पंजीयन अधिकारी (सोहना)

representatives, administrators, successors-in-interests, executors and assigns).

Whereas the First Party by virtue of registered Release/transfer deed bearing vasika no 7138 dated 10/01/2022 registered of the office of Sub-Registrar, Sohna, Tehsil Sohna distt. Gurgaon and vide mutation bearing no 28371 sanctioned on 14/01/2022 are the absolute co-owners in joint-possession of land in equal share comprised in Rect. No. 228, Killa No. 22 (8-0), 23/2 (3-14), 24 (8-0) and 1/2 share of Killa No.26 (0-10) i.e. (0-5) ad-measuring 19 Kanals and 19 Marlas i.e. 2.5 acres situated at Village Sohna, Tehsil Sohna District Gurgaon Haryana. **(herein after referred to as "SAID LAND"**

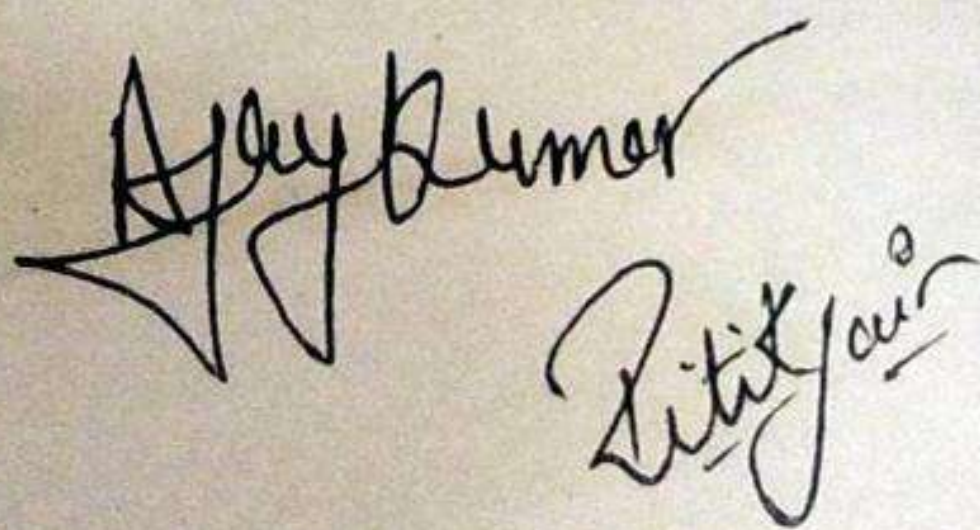
Whereas, the first party assures that the title of the said land is clear and free from all encumbrances, and also the possession of the said land is with first party themselves.

And Whereas, first party is desirous and willing to get the necessary sanction(s), permissions in respect of their said land

Two handwritten signatures in black ink. The first signature is stylized and appears to be 'Ajay Kumar'. The second signature is also stylized and appears to be 'Sitiyair'.

detailed above, from the competent authority of the Govt. of Haryana in order to develop a colony on the said land(herein after referred to as "SAID PROJECT").

Whereas, on detailed discussions with the second party, first party is convinced about the competency and expertise of the second party in the field/area of developing residential plotted colony and also considering the fact that the said developer/Second Party has already obtained licence/permission from competent authority for the development of their own project / township which is just in vicinity of the said land of the first party, and both the parties out of their mutual consent and free will have agreed to obtain the new/additional/supplementary licence/migration of licence through second party i.e. M/s M V Buildcon Pvt Ltd for the above referred said land and other approvals etc from the competent authority of the Govt. of Haryana which includes sanction from Director, Urban Local Body or Town and Country Planning,



Chandigarh, Haryana under any applicable scheme which includes Deen Dayal Jan Awas Yojna(DDJAY)/T.P. Scheme and also to get the sanction plans etc. so that the First party may seek the demarcation of various plots in their aforesaid land on the pattern, style and consonance as that of aforesaid developer/second party to make the land saleable in the market.

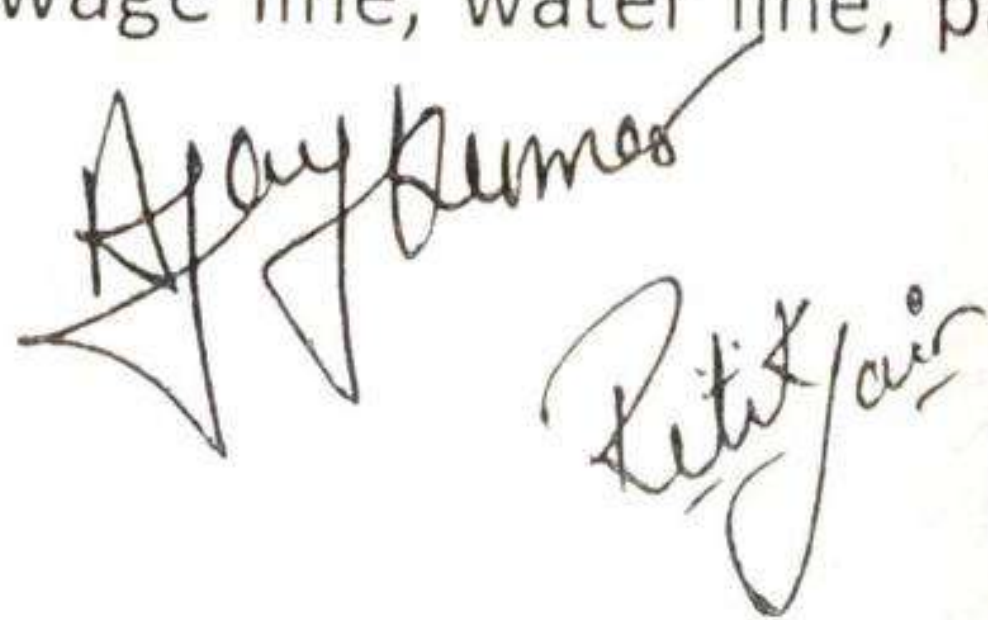
Whereas to carry out their desire/wishes to develop their land into saleable project/plots, the Land owner/first party has decided to enter into this agreement to enable the developer/second party to execute and complete the said project on the following terms and conditions:

1. That the first party has already decided to handover the symbolic possession of the said land to the second party/Developer up to grant of license of Deen Dayal Jan Awas Yojna. The First party understands and agrees that after grant of license, actual physical possession of the above said land



shall be automatically transferred to the second party for the purpose of development and demarcations etc.

2. That the second party has undertaken to obtain the necessary approvals/sanctions which includes sanctioning of the layout plans, contours, demarcation plan, zoning plan, service plan etc. within a period of 18 months from the execution of this MOU and Power of Attorney in favour of the second party. That the Land owner vest into the developer all the requisite powers and authorities as may be necessary to complete all documentation/ paper work/liaison required from the Municipal Council, Sohna, Urban Local Body, Town and Country Planning and to get the NOC etc. and also to consult or engage any advocate, architect, planner, designer etc. for accomplishment of the work.
3. That the second party undertakes to carry out the development work of the said land including the electricity work, sewage line, water line, parks, footpaths etc. at its own

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cost. The second party will incur all the expenses related to getting the necessary sanctions as stated above, the licence fee(s), scrutiny fee(s), Infrastructural Development Charges(IDC), External Development Charges (EDC), etc. up to its completion in terms of licence to and fro expenditures and boarding charges etc of the second party for outstation visits and other expenditures required for the said purposes.

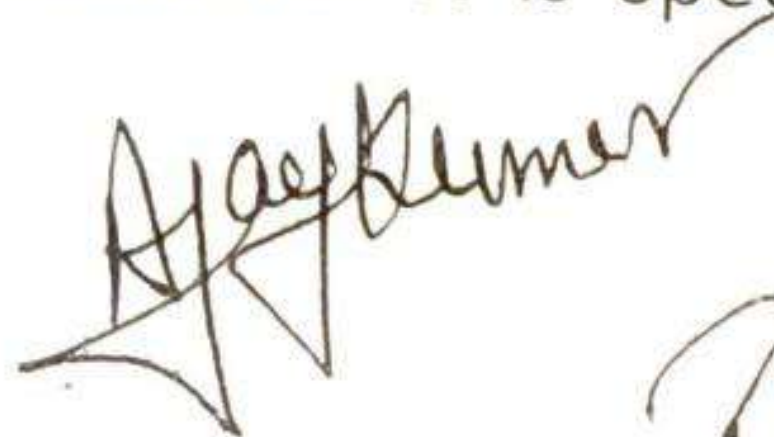
4. That after obtaining the license under Deen Dayal Jan Awas Yojna and after sanctioning of site plan/zoning plan on the above said land admeasuring 19 kanal 19 marla, both the parties will mutually demarcate their area/plots in proportion to the total average saleable area sanctioned per acre qua total land sanctioned by the Competent authorities. In consideration of the second party devoting its time and energy and also incurring all the expenses on license fee(s), scrutiny fee(s), Infrastructural Development Charges(IDC), External Development Charges (EDC), etc on overall development of the said land into a project up to its completion as per terms and

Agay Kumar
Ritika

conditions of license, as per sanctioned plans in terms of license, the second party shall be entitled for total area of 1800 square yards residential plots out of the average of sanctioned total licence area per acre against total land measuring 19Kanal-19Marla of the first party granted by the competent authority of Government of Haryana as saleable/permissible area.

5. That it is also specifically agreed by the second party that it shall integrate its land with the land of the first party so that maximum saleable area on the above land of the first party shall be achieved as per the existing policy of the Govt of Haryana.

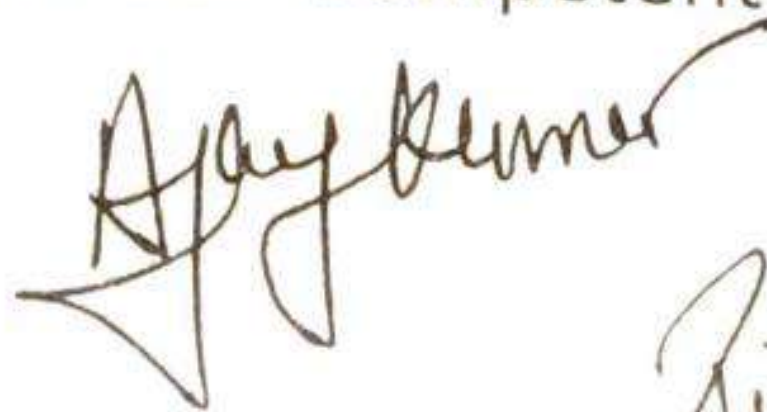

6. That a separate Plot allotment agreement/Partition deed/MOU shall be executed by the both the parties for the allotment of plots of various size after obtaining the license for the said project however it is specifically agreed between the parties



that second party will get it executed and registered by itself and the supply the copy of the same to the first party.

7. That it is also specifically agreed by first party that out of total mortgaged/freeze area sanctioned by the competent authorities, the first party shall take mortgaged/freeze area along with free saleable area in proportion of its 19K-19M. That it is also agreed between the parties that out of total residential area of 1800 sq yards to be allocated to the second party, 900 sq yards of the second party shall remain freeze/mortgaged up to obtaining of completion certificate of the above project.

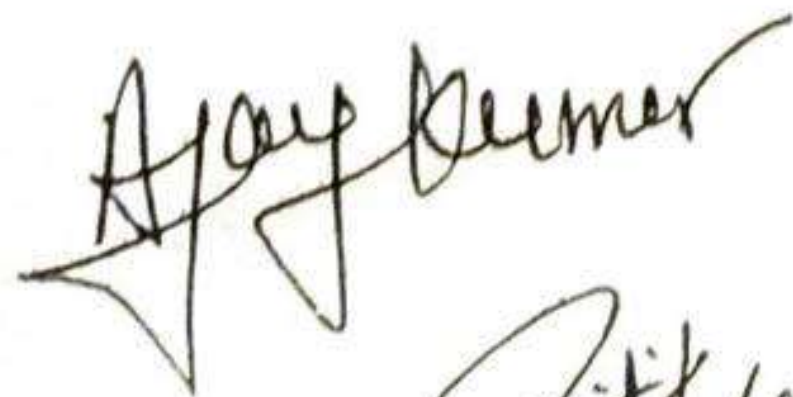

8. That the second party shall obtain license under Deen Dyal Jan Awas within a maximum time period of 1.5 years (one and half years) from the date of execution of this agreement/MOU and shall complete the development of the said project within 2(two) years from the date of obtaining the license, zoning plans etc. from the Competent Authority. The second party shall

deliver the vacant physical possession of the plots of the share of the first party without any encumbrance to the first party after receiving the completion certificate of the said project from competent authorities.

9. That up to completion of the above project in terms of license issued by competent authority and up to delivery of vacant physical and peaceful possession of the developed plots as per agreed terms, the second party shall be solely responsible for any violation of any law, policy, inquiry, imposition of penalty, litigation etc.

10. It has further been agreed by the first party that Rasta / Road / Path / thorough fare of 22 feet wide (4 karams) from Killa No. 23/2 (3-4) leading to the Pocket – C, Precore City, shall be left by the first party for comfortable use and utility of the all plot owners of Pocket C particularly and also of all other plot owners of the said Precore City, Sohna in general.

11. That it has been mutually agreed that after getting the sanction(s) etc for the development of the said land, as specified in the preceding paras, name of the area/plots pertaining to the first party also shall be known as '**Precore City**' and the first party shall not name the same as per their own choice and will not change the name at any point of time in future also.

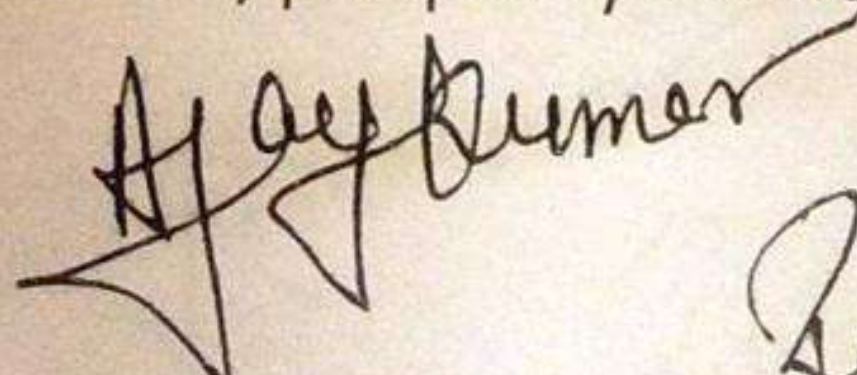
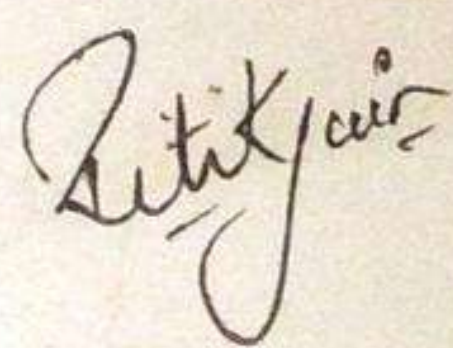
12. It is agreed by and between the parties that sales promotion/marketing of the entire area pertaining to the second party will be done by the Second Party in any manner the Second Party likes and deems fit and the First Party shall not interfere or object to the same.

13. That the first party hereby agrees not to transfer their rights, title or interest in the said property to any third party during the tenure/period of this agreement in whole or in part so as to avoid any confusion/interruption in the development of the project.

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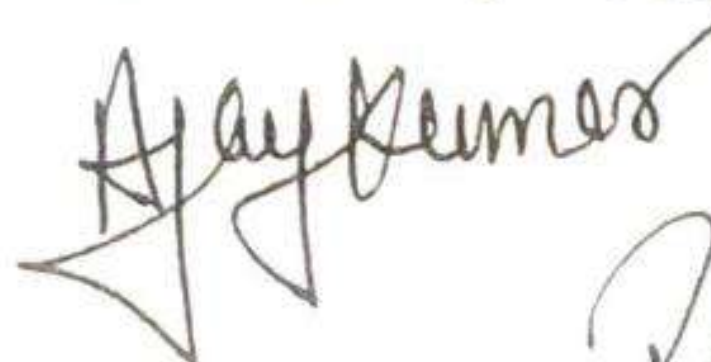

14. **That** it has been agreed by the first party that necessary power of attorney for fulfilment/accomplishment of the aforesaid purpose/acts, shall separately/simultaneously be executed by them in favour of the second party or in favour of any other party as nominated by the second party for the purpose of the development of said project. The first party shall carry out all the acts, deeds and things as required from the first party to enable the second party to submit the plans etc for necessary sanctions and approvals of the concerned authorities and also later on during the development of the said project.

15. That the first party agrees that after the completion of the said project, the developer/second party or any of its nominated agency or RWA appointed by the plot owners/residents shall take care and maintain the said colony. The first party and its transferees shall be liable to pay the maintenance charges etc. that may be applicable to all the allottees/property owners of the colony.



16. That for the purpose of this agreement, the expression 'common areas and common facilities' includes all such areas meant to be used as common areas or for maintaining various facilities in and around the said colony such as roads, parks, footpaths etc.

17. That all the common facilities such as common roads, parks, community sites etc. which have to be handed over to the local bodies/competent authority/civic bodies, shall be handed over/gifted/given by the first party unconditionally as a matter of requirement of the grant of the license of the Govt. of Haryana. If the first party fails to do so, under any circumstances, in that eventuality, the second party shall have the automatic/ipso facto rights and entitlements to act on behalf of the first party in transferring the rights of common roads, parks and community sites as stated above, in favour of the local body/civic body/competent authority of Government of Haryana and in doing so, the first party shall have no right to object to the same.

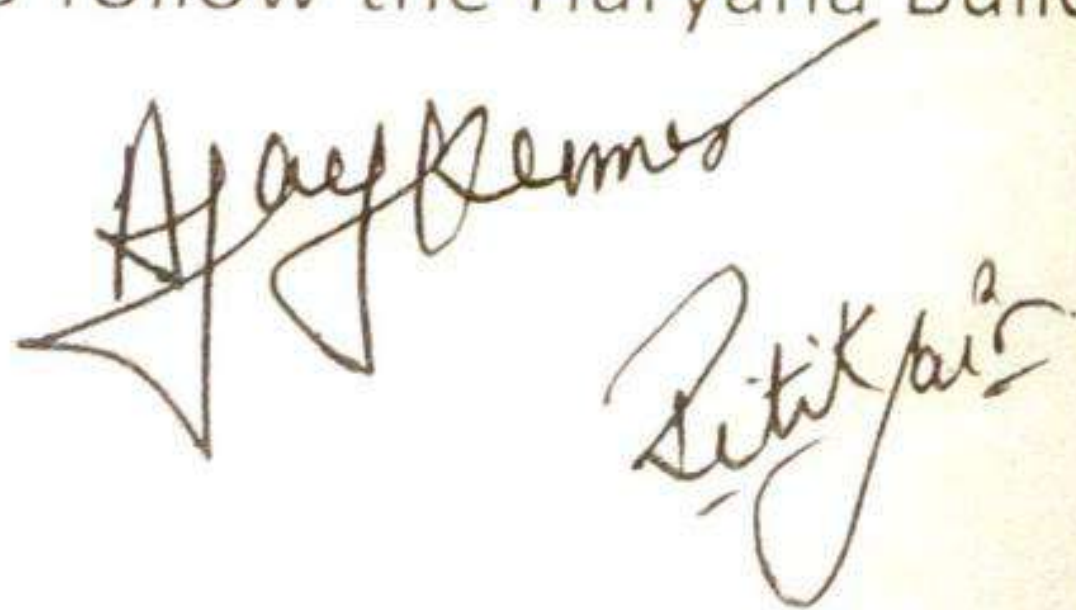
18. **That** the second party has undertaken to complete at its own cost, the development work of all the plots as required by the Govt. of Haryana and all other lawful agencies within a period of two years from the date of issuance of license. However such period of two years will not include delay, if any, due to any natural calamity i.e. due to earthquake, lightening, pandemic, epidemic etc or due to some action/inaction on part of Government Authorities like any notification etc. of the government or any other body or authority or court etc., civil commotion or by reason of war or enemy action or for any other reason beyond the control of the Developer, such delay shall be excluded from the aforesaid 18 months for sanctions etc. and further two years for development of the project.

19. That delivery of vacant peaceful possession of the developed plots in terms of above MOU within the agreed time to the first party is the essence of contract. Therefore in case the second party, subject to the exceptions as mentioned above

in clause no 18 of this MOU is unable to offer to the First Party vacant peaceful possession of the developed plots of the First Party's share in terms of above MOU within the stipulated time of two years after getting the license and/or any subsequently agreed time, in that event the above MOU as well any other documents executed between the parties shall stand automatically cancelled, and the second party undertakes that it will get it cancelled through registered cancellation deed within time period of 3 months after informing the first party and the possession of the above land automatically will stand transferred in favour of the first party.

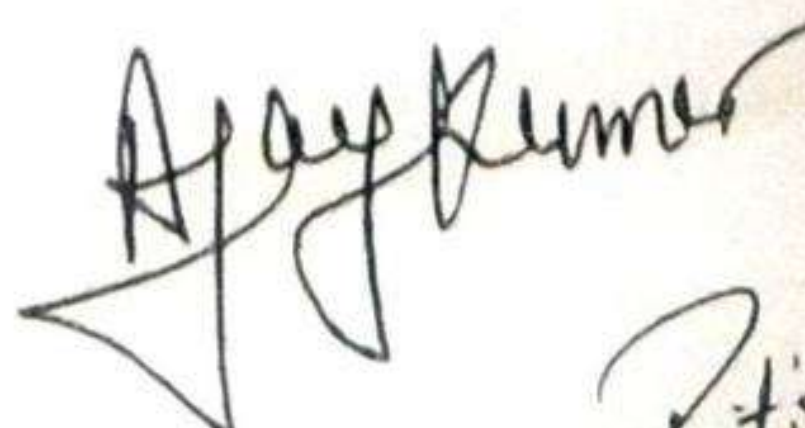
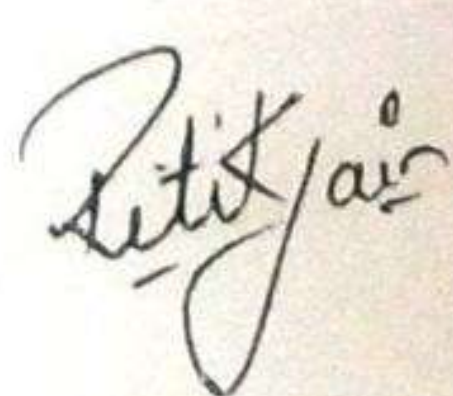
20. It has also been further agreed that after the completion and offer of delivery of physical possession of the plots to the first party, the first party shall have to adhere to the norms of licence, zoning plan etc. and shall not violate any term or condition of the same. The first party or its transferees shall have to follow the Haryana Building Code, 2017 along with all



the amendments, if any, made therein subsequently, to construct the building on the plots.

21. That after execution of above MOU all previous correspondence/agreements/MOU/attorney etc or any other documents related to the above said property hitherto owned by the First Party shall stand merged in the above MOU and their terms and conditions shall not be binding on any of the parties and shall not be used by either of the parties against the execution of terms and conditions of this MOU.

22. It has further been agreed by the between the parties that in case the second party is unable to obtain necessary license for development of the said land under Deen Dayal Jan Awas Yojna within the stipulated time of 18 months from the date of execution of this MOU and Power of Attorney, subject however to the exceptions as mentioned above in clause no 18 of this MOU, in that case right to use Rasta / Road/ Path / thorough fare of 22 feet wide (4 karams) from Killa No. 23/2

(3-4) leading to the Pocket – C, Precore City, which is left by the first party for comfortable use and utility of the all plot owners of Pocket C particularly and also of all other plot owners of the said Precore City, Sohna in general shall stands revoked and first party shall get exclusive right to use the same in the manner they like. And likewise the first party will also not be allowed to use the thoroughfare/rasta/road/path owned and developed by second party which connects the said land to the highway (Sohna-Palwal Road).

23. That all the expenses for execution and registration of this MOU shall be borne by the second party.

24. That the first party agrees that any work/job and or delegation to any third party of any work/job carried out by the second party shall not be objected to or interfered by the first party at any point of time in any manner whatsoever.

Atul Kumar
Ritika

IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands and seal on the day, month and year written herein above, in the presence of the following witnesses.

1.



SH. CHAND NAMBAR DAR
Teh. Sohna
Gurugram (HR)

Sh. Ajay Kumar S/O Sh. Parasnath
(First Party)



AND

Ritik Jain S/O Sh. Ajay Kumar

2.



BRIHAM PARKASH
NAMBAR DAR
Vill. Haiseena, Teh. Sohna,
Distt. Gurugram (HR)

Party/Developer)

(Second

For M.V. Buildcon Pvt. Ltd.

Authorised Signatory

M/s M. V. BUILDCON PRIVATE LIMITED