

Directorate of Town & Country Planning, Haryana

SCO-71-75, 2nd Floor, Sector-17-C, Chandigarh, Phone: 0172-2549349

Web site: tcpharyana.gov.in · e-mail: tcpharyana7@gmail.com

FORM LC - V

(See Rule 12)

License No. 418 of 2019

This license has been granted under the Haryana Development and Regulation of Urban Areas Act 1975 & the Rules 1976 made thereunder to Laban Real Estate Pvt. Ltd., in collaboration with J. S. Broadcasting Pvt. Ltd. Prop. No. 307, Satya Mention, A-1 & A-2, Ranjit Nagar, Commercial Complex, New Delhi for setting up of Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna over an area measuring 11.30 acres in the revenue estate of in the revenue estate of Village Nangal Kalan, Sector-64, Distt. Sonapat.

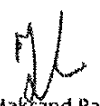
1. The particulars of the land, wherein the aforesaid affordable plotted colony is to be set up, are given in the schedule of land annexed hereto and duly signed by the Director, Town & Country Planning, Haryana.
2. The Licence is granted subject to the following conditions:-
 - a) That the affordable residential plotted colony under Deen Dayal Jan Awas Yojna will be laid out in confirmation to the approved layout/building plan and development works will be executed in accordance to the designs and specifications shown in the approved plans.
 - b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules 1976 made thereunder are duly complied with.
 - c) That the licensee shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Govt. or the local authority, as the case may be, in accordance with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - d) That the licensee shall integrate the services with Haryana Shahari Vikas Pradhikaran services as and when made available.
 - e) That the licensee will transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. The said area has been earmarked on the enclosed layout plan.
 - f) That the licensee shall transfer the area under sector roads/green belt free of cost to the Govt. in accordance with the provisions of Section 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
 - g) That the licensee understands that the development/construction cost of 30 m/24 m/18 m major internal roads is not included in the EDC rates and they shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 30 m/24 m/18 m wide major internal roads as and when finalized and demanded by the Department.
 - h) That the licensee shall obtain NOC/Clearance as per provisions of notification dated 14.09.06 issued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.

Director
Town & Country Planning
Haryana, Chandigarh

[Signature]

- i) That the licensee shall make arrangements for water supply, sewerage, drainage etc to the satisfaction of DTCP till these services are made available from External Infrastructure to be laid by Haryana Shahari Vikas Pradhikaran services or any other execution agency.
- j) That the licensee shall obtain clearance from competent authority, if required under Punjab Land Preservation Land Act, 1900 and any other clearance required under any other law.
- k) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Govt. notification as applicable.
- l) That the provision of solar water heating system shall be as per guidelines of Haryana Renewable Energy Development Agency and shall be made operational where applicable before applying for an Occupation Certificate.
- m) That the licensee shall use only LED fitting for internal lighting as well as campus lighting.
- n) That the licensee shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- o) That it will be made clear at the time of booking of plots/commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. You shall also provide detail of calculation of EDC per sqm/per sft to the allottees while raising such demand from the plot owners.
- p) That the licensee shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- q) That the licensee shall arrange power connection from UHBVNL/DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licensee shall get the electrical (distribution) service plan/estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL/DHBVNL and complete the same before obtaining completion certificate for the colony.
- r) That the licensee shall complete the project within seven years (5+2 years) from date of grant of license.
- s) That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
- t) That the licensee will pay the labour cess as per policy instructions issued by Haryana Government.
- u) That the licensee shall submit compliance of Rule 24, 26, 27 & 28 of Rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, and shall inform account number and full particulars of the scheduled bank wherein licensee have to deposit thirty percentage of the amount received from the plot holders for meeting the cost of internal Development Works in the colony.
- v) That the licensee shall abide by the terms and conditions of policy dated 08.02.2016 (DDJAY) subsequent amendment and other direction given by the Director time to time to execute the project.
- w) That the licensee shall permit the Director or any other officer authorized by him to inspect the execution of the layout and the development in the works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.

- vi) That the licensee company shall obey all the directions/restrictions imposed by the Department from time to time in public interest.
- vii) That the licensee shall follow the provisions of the Real Estate (Regulations and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.
- viii) That the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder shall be followed by the applicant in letter and spirit.
3. That the 50% saleable area, earmarked in the approved layout plan and freed as per clause 5(i) of DDJAY policy shall be allowed to sell only after completion of all Internal Development Works in the colony.
4. The licence is valid up to 04/03/2024.


 (K. Makrand Pandurang, IAS)
 Director, Town & Country Planning
 Haryana, Chandigarh
Makrand


Dated: 06/03/2019
 Place: Chandigarh

Endst. No. LC-3854- JE(MK)-2019/ 6475

Dated: 06-03-2019

A copy along with copy of schedule of land is forwarded to the following for information and necessary action:-

1. Laban Real Estate Pvt. Ltd., in collaboration with J. S. Broadcasting Pvt. Ltd. Prop. No. 307, Satya Mention, A-1 & A-2, Ranjit Nagar, Commercial Complex, New Delhi, along with a copy of agreement, LC-IV B & Bilateral Agreement.
2. Chairman, Pollution Control Board, Haryana, Sector-6, Panchkula.
3. Chief Administrator, HSVP, Panchkula.
4. Managing Director, HVPN, Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
5. Joint Director, Environment Haryana-cum-Secretary, SEAC, Paryavaran Bhawan, Sector -2, Panchkula.
6. Addl. Director Urban Estates, Haryana, Panchkula.
7. Administrator, HSVP, Rohtak.
8. Superintending Engineer, HSVP, Panchkula along with a copy of agreement.
9. Land Acquisition Officer, Rohtak.
10. Senior Town Planner, Rohtak.
11. District Revenue Officer, Sonapat.
12. District Town Planner, Sonapat along with a copy of agreement.
13. Chief Accounts Officer of this Directorate.
14. Project Manager (IT) of this Directorate with the request to host the orders on Departmental website for information of general public/developers.


 (Priyam Bhardwaj)
 District Town Planner (HQ)
 For: Director, Town & Country Planning
 Haryana Chandigarh

To be read with License No. dated of 2019

Detail of land owned by J.S Broadcasting Pvt. Ltd.

Village	Rect No	Killa No	Area (K-M)		
Nangal Kalan	8	1	7-10		
		2/1	3-0		
		8/1/1	0-12		
		8/2	3-8		
		9	8-0		
		10	7-12		
		11	7-12		
		12/1	3-6		
		12/2	4-4		
		13/1	4-0		
		26	0-8		
		27	0-8		
		9	9	5/1	0-18
				5/2	6-13
				6	8-0
				14/2	6-12
				15/1	1-12
		15/2	6-8		
				Total	80-3

Detail of land owned by J.S Broadcasting Pvt. Ltd., Share 175/205;
Detail of land owned by Laban Real Estate Pvt. Ltd. Share 6/41;

Village	Rect No	Killa No	Area (K-M)
Nangal Kalan	8	19	8-0
		20/1/1	2-5
		Total	10-5
		G.Total	90-8

Or 11.30 Acres



Director,
Town & Country Planning
Haryana
Jasbir Johari

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 05/06/2018

Certificate No. T0E2018F148



Stamp Duty Paid : ₹ 38000
(Rs. Only)

GRN No. 36513225



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Laban Real Estate pvt ltd
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village : Delhi District : Delhi State : Delhi
Phone : 0



Buyer / Second Party Detail

Name : J s Broadcasting Pvt ltd
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village : Delhi District : Delhi State : Delhi
Phone : 0

Purpose : AGREEMENT

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

AMOUNT : **RS. 38000/-**
STAMP PAPER NO./DATED : **T0E2018F148/05.06.2018**
GRN NO. : **36513225**
VILLAGE : **NANGAL KALAN, SONIPAT**

AGREEMENT /MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT/MEMORANDUM OF UNDERSTANDING is executed at Sonipat on this _____ day of June, 2018;

BETWEEN

M/S. LABAN REAL ESTATE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi-110032, acting through its Authorised Signatory, Mr. Om Prakash Dhingra S/o Shri Ladhuram, R/o B-23, Hari Nagar, Ghanta Ghar, Delhi-110064, duly authorised by the Board of Directors, hereinafter called the "**OWNER**" (which expression unless repugnant or opposed to the context thereof shall mean and include its heirs, legal representatives, executors, administrators and assigns, etc.) of the FIRST PART;

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील राई	गांव/शहर 21-नागल कला
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 38,000.00 रुपये
E-Stamp स्टाम्प न. T0E2018F148	स्टाम्प की राशि 38,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 100.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये
	DFC: JMLHJIL

Drafted By: राजेन्द्रसिंह

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 06/06/2018 दिन बुधवार समय 12:24:00PM बजे श्री/श्रीमती/कुमारी M/s Laban Real Estate Pvt.Ltd. द्वारा श्री/श्रीमती/कुमारी लक्ष्मण निवासी दिल्ली द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

श्री M/s Laban Real Estate Pvt.Ltd. thru Om Parkash

उप/सयुक्त पंजीयन अधिकारी
राई

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s J S Broadcasting Pvt. Ltd. thru Deepak दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को चेक कर सुनिश्चित किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी बिजेन्द्र न. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी नागल कला व श्री/श्रीमती/कुमारी सुरेश पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी नागल कला ने की।

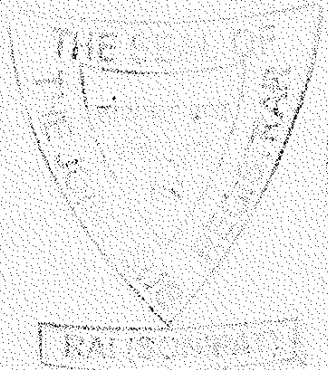
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 06/06/2018

उप/सयुक्त पंजीयन अधिकारी
राई

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप / सयुक्त पंजीयन अधिकारी
राई



AND

M/S. J S BROADCASTING PRIVATE LIMITED, a company incorporated under the Companies Act, having its office at Prop. No. -307, Satya Mention, A-1 & A-2, Ranjit Nagar, Commercial Complex, New Delhi-110008, acting through its Authorised Signatory Mr. Deepak Malhotra S/o Shri Krishan Kumar Malhotra R/o A2/113, Second Floor, Rajouri Garden, Delhi-110027, duly authorised by the Board of Directors, hereinafter referred to the "**DEVELOPER**", which expression unless repugnant or opposed to the context thereof shall mean and include its successors and assigns etc.) of the SECOND PART;

WHEREAS the OWNER is in sole possession of land in the Revenue Estate of Village Nangal Kalan, Tehsil Rai & District Sonipat, Haryana, as per SCHEDULE OF LAND, hereinafter referred to the "**SAID LAND**".

AND WHEREAS the OWNER contemplate to develop the Said Land by way of a Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project thereon after obtaining the requisite license/permission to change of land use from the concerned authorities and getting the layout plans sanctioned approved from the Competent Authority.

AND WHEREAS the OWNER is not fully equipped to execute and complete the work of development of Plotted Residential Colony/ Commercial/ Group Housing Project and have requested the DEVELOPER who has assured the OWNER to arrange financial, technical resources including obtaining of all sanctions required for establishment of a Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/ Affordable Group Housing Project upon the said land.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project on the Said Land on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS and is hereby agreed, declared, covenanted and recorded by and between the parties as under:

1. That the subject matter of this collaboration between the OWNER and the DEVELOPER is the said land fully described in the SCHEDULE OF LAND, situated at Village Nangal Kalan, Tehsil Rai & District Sonipat, Haryana, for utilizing the same for development of a Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project thereon.



2. That the DEVELOPER undertake to develop the said land at its own cost and expenses and with own resources by procuring / obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities. The Owner agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land and to irrevocably vest in the DEVELOPER all the authority of the OWNER as may be required in the discretion of the DEVELOPER for obtaining the requisite license, permissions, sanctions and approvals for development on the said land. All expenses involved in and for obtaining licenses, tax clearances permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
3. That the layout plans for the said Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project shall be in accordance and in conformity with the Zonal Plan and the Rules and Bye-laws of the Town & Country Planning Department, Haryana and/or such other Authority as may be prescribed therefore pertaining to the said land.
4.
 - i. in continuation of collaboration agreement submitted earlier/entered into by individual landowners to the effect that the developer company shall be responsible for compliance of all terms and conditions of licence/provision of the Haryana Development and Regulation of Urban Areas Act, 1976 till granted of final completion certificate to the colony of relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
 - ii. The said agreement shall also contain a clause to the effect that such agreement shall be irrevocable and no modification/alternation etc. in the terms and conditions of such agreement can be undertaken, expect after obtaining prior approval of the DTCP, Haryana.
5. That the DEVELOPER shall at the earliest possible time proceed to have the layout plan prepared for the proposed Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project and get them approved / sanctioned from the competent authority(s). For this purpose the DEVELOPER undertakes to engage and employ reputed Architect or Architects at its own cost, expense and responsibility. The DEVELOPER shall for and on behalf of and in the name of the OWNER apply to the Director, Town and Country Planning Department, Haryana and / or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permission, sanctions and approvals for development on the said land in accordance with applicable Zonal plans subsequent to execution of this Agreement. However, the DEVELOPER shall be entitled to make such variations in the design of plans as may be required or considered by the DEVELOPER desirable or necessary.

6. That the entire amount required for the cost of development of the said Plotted Residential Colony / Commercial / Group Housing / Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy / Affordable Group Housing Project including the charges and fees of the Architect(s), preparations of Plans as also all other statutory fees and incidental charges including scrutiny fees, license fees, conversion charges, service charges, internal/ external development charges, electricity and water security charges, bank guarantee, any type of renewal charges payable now or in future to the Government and or any other authority for the provision of peripheral or external services to the said land / Project, as may be prescribed by the concerned Authority, shall be wholly to the account of the DEVELOPER. The Project to be developed by the Developer shall be of standard specification and material employed and facilities provided shall be comparable to those used, employed or provided in any other Project in the vicinity.
7. That the Owner has delivered and handed over the actual, physical vacant possession of the entire said land to the Developer on signing of this MOU.
8. That the Owner undertakes to irrevocably constitute the nominees of the Developer, namely, Mr. Deepak Malhotra S/o Shri Krishan Kumar Malhotra R/o A2/113, Second Floor, Rajouri Garden, Delhi-110027, Mr. Subodh Saxena S/o Shri A. M. Saxena R/o Flat No. 83, Sector-A5, Pocket-13, Narela Delhi-40, Shri Prince Chhabra S/o Shri Lal Chand, R/o Flat No. 1315, Sector 48B, Chandigarh and Shri Shiv Kumar Rohila S/o Late Shri Jaswant Singh, C/o 1574, 1st Floor, Sector 18-D, Chandigarh, to act jointly and/or severally as their attorneys by a separate document for sale of Developer's Allocation of area in the Project and for all purposes mentioned in the Power of Attorney approved by the parties hereto till the duration and full implementation of this MOU in all respects. However, the Developer undertake in its capacity as Developer in terms of this MOU and as irrevocable attorney for the Owner not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Law or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, then the entire liability in that behalf shall be incurred and discharged by the Developer and further more the Developer undertake to keep the Owner harmless and indemnified against all claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.
9. That it is agreed between the parties that the possession of the said property once delivered/handed over to the Developer for the purpose of the above mentioned Project shall not be disturbed and they shall not be dispossessed till the completion or development of Plotted Residential Colony/Commercial/Group Housing/Affordable Plotted Colony under Deen Dayal Jan Awas Yojna Policy/Affordable Group Housing Project.



10. That this MOU vests a right in the DEVELOPER to develop the said land into the Project in accordance with the terms of this MOU and to own as property belonging to the DEVELOPER or dispose of the whole of its share of the said Project as provided herein and it has been mutually agreed that out of the Developed Residential plotted area only the OWNERS shall be allocated the proportionate 50% of the Residential Area achieved in the final approved layout by DTCP, Haryana by the DEVELOPER and the DEVELOPER shall be entitled to the entire remaining area of the Project, as its share of Allocation in the Project.
11. That the consideration to be given by the DEVELOPER to the OWNER in respect of the rights which are to be of the DEVELOPER (as provided in this MOU) shall be in terms of the preceding clause.
12. Since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license for the proposed Project, it is the condition of this MOU that after obtaining the license and the required permissions from the concerned authorities for the Project, the OWNER / or his nominees or his legal heirs will not cancel or back out and or withdraw from this MOU under any circumstances. In such eventuality, the DEVELOPER besides its other rights will be entitled to get this MOU enforced through court and during the pendency of the suit the OWNER shall not enter into any agreement with respect to the said land with any third party.
13. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demand.
14. That all rates, cesses and taxes due and payable in respect of the said land upto the date of obtaining of the license shall be exclusive liability of the OWNER and thereafter the liability in this behalf shall be of the Developer.
15. That the OWNER covenants with the DEVELOPER that the Owner shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and / or such other Authority concerned with the matter and further that the OWNER shall also within a week of receipt of any request from the DEVELOPER, sign and execute such other documents, applications, affidavits, undertakings as may be necessary for approval, development, and completion of the Project and for giving effect to the terms of this MOU. However, no documents shall be signed and executed by the OWNER, which will adversely affect his Ownership rights in the said land.



16. That the OWNER has irrevocably constituted the nominees of the Developer, namely, Mr. Deepak Malhotra S/o Shri Krishan Kumar Malhotra R/o A2/113, Second Floor, Rajouri Garden, Delhi-110027, Mr. Subodh Saxena S/o Shri A. M. Saxena R/o Flat No. 83, Sector-A5, Pocket-13, Narela Delhi-40, Shri Prince Chhabra S/o Shri Lal Chand, R/o Flat No. 1315, Sector 48B, Chandigarh and Shri Shiv Kumar Rohila S/o Late Shri Jaswant Singh, C/o 1574, 1st Floor, Sector 18-D, Chandigarh, as their attorney, to act jointly or severally, by a separate document for submitting applications to the various authorities, requisitions, licenses, permissions, approvals, sanctions, NOC from Income Tax, allotment of building materials, allotment of other materials and all other matters require statutorily to be done and performed in connection with the approvals, development and completion of the said Project and for sale of Developer's Allocation in the Project and for the purposes mentioned in the Power of Attorney granted by the OWNER till the duration and full implementation of MOU in all respects. However, the DEVELOPER undertakes in its capacity as a DEVELOPER in terms of this Memorandum of Understanding and as irrevocably attorney for the OWNER not to do or cause to be done any act, omission or thing which may in any manner contravene any Rule, Law or Regulations or which may amount of any terms hereto or breach of any other provisions of law and will keep the owner harmless and indemnified against all claims.
17. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers, employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER.
18. That the DEVELOPER shall be entitled to the refund of all fees, security deposits, and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc for the said Project. The OWNER undertakes that within two days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the DEVELOPER.
19. That the OWNER has declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy unauthorized occupation, claims and litigations whatsoever, OWNER shall keep the said property free from all encumbrances and the OWNER undertakes not to create any third party interest in the said land which is the subject matter of this MOU till the duration and full implementation of the MOU in all respects and the DEVELOPER has entered into this MOU relying / acting upon these declarations and representations / undertaking of the OWNER.



20. That if there be any claim, demand, tax litigation of any nature whatsoever against the OWNER, then it is a condition of this MOU that the work of development of the said Project and/or any other matter incidental to this M.O.U shall not at any time or during development or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner.
21. That upon asking of the Developer the Owner undertakes to execute all documents of assurances that may be necessary to be given for the Project at the cost and expenses of the said Developer / Nominee.
22. That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development, marketing and sale of the Developer's allocation of areas.
23. That on execution of this M.O.U the DEVELOPER shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and / or such other Authorities as may be concerned in the matter for releasing of land and granting of requisite licenses, permissions, sanctions and approvals for development.
24. That this M.O.U. is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
25. That the parties hereto have agreed and undertaken to perform their part of M.O.U with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as maybe necessary for implementing or giving effects to the terms of this M.O.U.
26. That the OWNER shall not assign, transfer, charge or encumber his/his/hers/its rights and benefits under this M.O.U. to any person in any manner without the prior written approval of the DEVELOPER.
27. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this M.O.U. shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
28. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to force each provision.

A handwritten signature in black ink, appearing to be 'Om Kulkarni', written in a cursive style with a long horizontal line extending to the right.

29. That if any provision of this M.O.U shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this M.O.U. and to the extent necessary to conform to applicable law and remaining provisions of this M.O.U shall remain valid and enforceable in accordance with their terms.

30. This Memorandum of Understanding has been executed for taking license from the Govt. for development of a Project as mentioned above. The parties hereto shall abide by the conditions as per terms of this Memorandum of Understanding agreed by and between them.

31. That the Owner will sign all the documents for the transfer of license in favour of the Developer as & when required by the Developer.


SCHEDULE OF LAND REFERRED TO ABOVE

Village	Khewat/Khatauni No.	Rect No.	Kila No.	Area	Share
Nangal Kalan	398 Min/432, 433 Min Mutation No. 7236 Taksim	8	19 20/1/1	8-0 2-5	6/41 Share

1 Kanal 10 Marla OR 0.187 Acre 6/41 Share out of Total 10 Kanal 5 Marla OR 1.28 Acre

IN FAITH AND TESTIMONY, the parties have set their hands to this MOU on the date, month, year and place as first mentioned above, in the presence of the following witnesses.

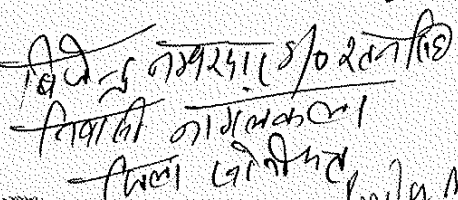
for **M/S. LABAN REAL ESTATE PRIVATE LIMITED**


**AUTHORISED SIGNATORY
(OWNER)**

for **M/S. J S BROADCASTING PRIVATE LIMITED**


**AUTHORISED SIGNATORY
(DEVELOPER)**

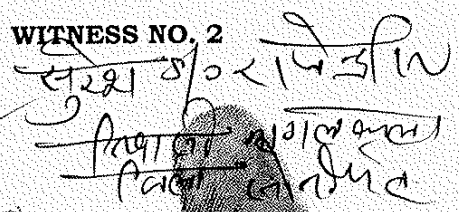
WITNESS NO. 1


राजेन्द्र सिंह
वसीका नबीस, राई (सोनीपत)
लाईसेंस नं. 43/S



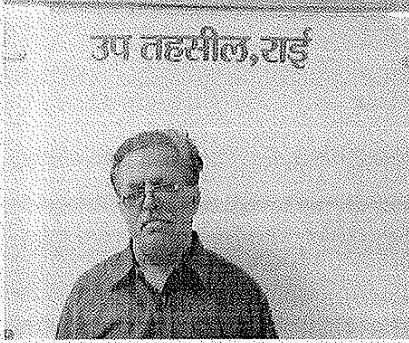
4/6/19

WITNESS NO. 2


राजेन्द्र सिंह
वसीका नबीस, राई (सोनीपत)
लाईसेंस नं. 43/S



Reg. No. 1044 Reg. Year 2018-2019 Book No. 1



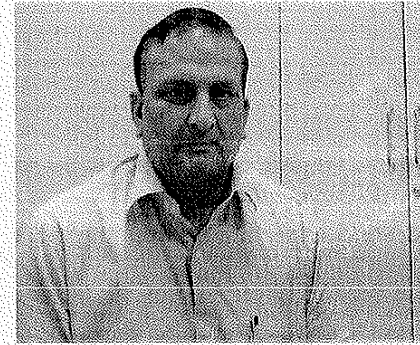
पेशकर्ता



दावेदार



गवाह



उप /सयुक्त पंजीयन अधिकारी

पेशकर्ता

M/s Laban Real Estate Pvt.Ltd. thru Om Parkash

दावेदार

M/s J S Broadcasting Pvt. Ltd. thru Deepak

गवाह 1:- बिजेन्द्र न.

गवाह 2:- सुरेश

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,044 आज दिनांक 06/06/2018 को बही नं: 1 जिल्द न: 32 के पृष्ठ न: 76 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,068 के पृष्ठ सख्या 94 से 102 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 06/06/2018

उप/सयुक्त पंजीयन अधिकारी
राई