

प्रलेख नः 4219

दिनांक 31/03/2014

<u>डीड संबंधी विवरण</u>		
डीड का नाम EQUITABLE MORTGAGE		
तहसील/सब-तहसील खरखोदा	गांव/शहर खरखोदा	स्थित खरखोदा Out MC आवपाशी
भवन का विवरण		
भूमि का विवरण		
नहरी	4 Kanal 14 Marla	
धन संबंधी विवरण		
राशि 1,995,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 99,750.00 रुपये	
स्टाम्प की राशि 99,750.00 रुपये	रजिस्ट्रेशन फीस की राशि 10,000.00 रुपये	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: रामदत्त शर्मा

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 31/03/2014 दिन सोमवार समय 4:33:00PM बजे श्री/श्रीमती/कुमारी M/s Happy Life Construction Private Ltd. Thru Ankit/श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
खरखोदा

श्री M/s Happy Life Construction Private Ltd. Thru Ankit

उपरोक्त राहिन व श्री/श्रीमती/कुमारी M/s Happy Infraestate Pvt. Ltd. Thru Kapil मुर्तहिन हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों चक्षों ने मसखूर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि मुर्तहिन ने मेरे समक्ष राहिन 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 दयानन्दन पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी खरखोदा

व श्री/श्रीमती/कुमारी नवीन पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी राजेन्द्र निवासी गढी बोहर ने की।

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

दिनांक 31/03/2014

उप/संयुक्त पंजीयन अधिकारी

खरखोदा For Suncity Infraestate Pvt. Lt

Authorised Signat

M/s **Happy Life Construction Private Limited**, a company incorporated under the provisions of Companies Act, 1956 and having its office at A-105 East Nathu Colony, Delhi 110093, through its Authorised Signatory Mr. Ankit Bansal S/O Sh. Rajesh Bansal, who has been duly authorized and appointed by the the Board of Directors of the Company vide resolution , [hereinafter referred to as the '**Land Owner**' which expression shall, unless repugnant or opposed to the context hereof includes its successors in interest, administrators, liquidators, executors and permitted assigns] of the FIRST PART.

AND

M/s **Suncity Infraestate Pvt. Ltd.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at M-116, 2nd Floor, Connaught Place , New Delhi -110001 through Shri Kapil Aggarwal S/o Sh. Ram avtar Agarwal, duly authorized by its Board of Directors of the Company vide resolution , [hereinafter referred to as the '**DEVELOPER**', which expression shall, unless repugnant or opposed to the context hereof includes its successors in interest, administrators, liquidators, executors and permitted assigns] of the OTHER PART.

WHEREAS the LAND OWNER is the lawful owner and in possession or otherwise well and sufficiently entitled to all that piece and parcel of land, measuring admeasuring 4 Kanal 14 Marla, which is equivalent to 0.53 acres Approx. lying & situated in the Revenue Estate of village & Tehsil – Kharkhoda, Distt. - Sonapat, Haryana (hereinafter referred to as the "**SAID LAND**") and more fully described herein below.

Whereas M/s **Happy Life Construction Private Limited** is owner of **entire land** measuring 4 Kanal 14 Marla of Khewat No.808 min, Khata No. 935, Rectangle No. 158, Kila No. 6/2 (2-6), Khata No. 937, Rectangle No. 157, Kila No. 1/4/1 (0-19), Killa No. 1/3/2 (0-19) total 3 nos. pieces, situated at Village & Tehsil - Kharkhoda, Distt. Sonapat, Haryana, as per Jamabandi of Year 2008-09 and related mutation No.8586 Date Sanctioned on 2.12.2013.

AND WHEREAS the Developer has approached the Land Owner and has apprised that the Developer is having vass experience and expertise in development of land and the Developer is also the owner and title holder of adjoining land of the 'Land Owner" and if in case the Land Owner agrees then the Developer can also develop the land of the Land Owner, as the land owner is also desirous of developing the Said Land into a Residential Plotted Colony, however as the Land Owner is not having any experience in the development of land, thus based on the assurances and representations of the Developer, the Land Owner has agreed to the proposal of the developer to develop the land of the Land Owner by inclusion therein more land in a residential plotted colony by entering into this agreement so that the Developer would perform the required essentials & obligations, on the terms and conditions appearing hereinafter.

Now this agreement witnesseth and parties hereby agree as under:-

- 1 The subject matter of this Collaboration Agreement is the Said land, so that the Developer by assembly of more land adjoining thereto may apply for obtaining requisite permission, approval, sanction, license, CLU, zoning, etc, from the Competent Authority, and to develop the entire land into residential plotted colony by making a provision of required amenities, facilities and services.

Ankit

Kapil

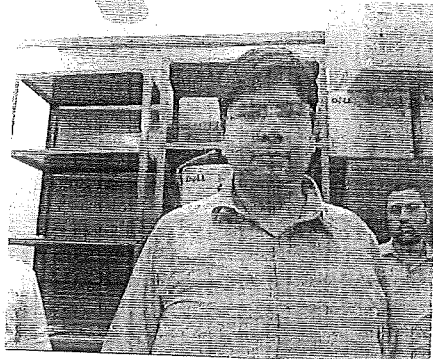
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For Suncity Infraestate Pvt

Ankit
Authorised S

Reg. No. 4219 Reg. Year 2013-2014 Book No. 1



राहिन



मुर्तहिन



गवाह

राहिन

M/s Happy Life Construction Private Ltd. Thru Ankit

मुर्तहिन

M/s Happy Infraestate Pvt. Ltd. Thru Kapil

गवाह 1:- दयानन्द न.

गवाह 2:- नवीन

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,219 आज दिनांक 31/03/2014 को बही नः 1 जिल्द नः 78 के पृष्ठ नः 104 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 1,674 के पृष्ठ सख्या 6 से 10 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 31/03/2014

उप/सयुक्त पंजीयन अधिकारी
खरखोदा

For Suncity Infraestate Pvt. Ltd.

Ankit
Authorised Signatory

- 2 The land owner undertakes that it will sign, execute and provide all documents, letters, application(s), affidavits, undertakings, SPA, GPA, resolutions, attorneys of whatsoever nature as may be required in favor of Developer or its nominee to sign represent & present before the Competent Authority(s) as required to obtain license, change of land use, Zoning, Layout Plans, permissions from other authorities, connections of amenities, development of roads and/or any other necessary approval in respect of the development of the Said land and for giving effect to the terms of this agreement.
- 3 The Developer undertakes to develop the Said land at its own cost and expenses and with its own resources after obtaining the requisite licenses, CLU, permissions, sanctions and approvals of all competent authorities and thereafter to develop the Said land by including adjoining land into Residential Plotted Colony for the Said project in terms of sanctioned Plans and Regulations. The land owner agree to vest in the Developer all the authorizations as may be necessary in the discretion of the Developer for obtaining the requisite licenses, permission, sanctions and approvals for development of the Said land. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred and borne by the Developer.
- 4 That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed Residential Plotted Colony and accord sanction, approval, permission from the competent authorities to develop the same. For this purpose the Developer undertake to engage and employ reputed architect and contractor/sub-contractor at its own cost, expenses as well to join the hand with other company/person also to discharge the obligations. The Developer shall apply to the Director General, Town & Country Planning Haryana, Haryana Urban Development Authority and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for the development of the Said land and adjoining thereto.
- 5 That the land owner shall not incur or borne any expenses as required for the development of the said colony for/and all the charges and fees of the Architect, preparation of plans as also all other statutory fees and charges, incidentals including scrutiny fees, license fees, conversion charges, laying services, amenities and facilities to complete the development, penalties, fines, fee etc. as same shall be wholly from the account of the Developer relating to the said land.
- 6 In consideration of the land owner providing the said land and Developer undertakes to develop the Residential Plotted Colony in terms of this agreement, the parties have agreed to share the developed/saleable Residential, commercial, institutional, etc. area in the following manner:

LAND OWNER'S SHARE

Residential developed Area in plots 1200
Sq. yards per acre.

DEVELOPER'S SHARE

All remaining developed area either the
Residential or commercial or institutional, etc.

For Suncity Infraestate Pvt. Ltd

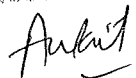
Audhant

Kapil

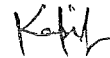
Page3 *Audhant*
Authorised Signator

- 7 The developer here by agree to pay Rs.1,00,000/- (Rs. One Lac Only) as refundable security deposit vide Ch.409971 Drawn on Union Bank Of India. This security deposit will be refundable as the time of completion of the said project.
- 8 That the developer will not to entitled to sale, book, lease, allot etc., the Land Owners share in the project upon completion of the said project.
- 9 That until and unless all the permissions, sanctions etc. are not given and accorded and developer doesn't discharge all its obligations in terms of present agreement, the Developer shall have no right in any manner in the Said Land.
- 10 That the Land Owner shall not be liable or responsible in any manner for development of the land of the Land Owner and project and all the default / penalties, responsibilities, liabilities, payments, compensations, fines etc. shall be the sole responsibility and liability of the Developer alone. The developer shall also be fully responsible and liable for obtaining license, permission, approval or further developing therein or against the prospective buyers or towards State/Local Government or Architect, Contractor, Sub-Contractor, Agents, Employees, etc. The Developer expressly has agreed & undertakes that the development of Residential Plotted Colony shall be carried out by following the all provisions of Law, Bye-Laws, Regulations, etc, or impositions made while granting sanctions, permissions, approvals, etc, by the Competent Authority. In case, if any contravention is made, same shall be at the entire responsibility of the Developer for carrying out necessary rectification thereto or compensate the owner, if any loss is suffered due to that reason.
- 11 The Developer shall obtain the requisite license to proceed and commence the development of the Residential Plotted Colony in accordance with the sanctioned plans and any modifications thereof as may become necessary and to complete the development within a period of 18 months from the date of sanction of Layout Plans.
- 12 If any provision of this agreement is determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
- 13 It is an integral and essential term of this agreement that the Said project shall be named as decided by the Developer without any objection whatsoever from the land owner.
- 14 This agreement is executed at Kharkhoda in original.
- 15 All costs of stamping engrossing and registration of this agreement shall be borne by the Developer.
- 16 That in case of any disputes or differences relating to this Agreement amongst the parties arises, same shall be settled at First instances mutually, in case of failure, same shall be referred for adjudication by the sole Arbitrator in terms of provisions of Arbitration & Conciliation Act, 1996. The place of the arbitration shall be at New

For Suncity Infraestate Pvt. Ltd.


Authorised Signatory





Delhi and in sole Arbitrator shall proceed the arbitration proceedings in English language.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses:

Document writer Kharkhoda Ref no 354
LAND OWNER *Scribe Anil Dutt Sharma*
DEVELOPER *Shr*

For M/s Happy Life Construction Pvt. Ltd.

For Suncity Infraestate Pvt. Ltd.

Anil
Authorised Signatory

Kapil
Authorised Signatory

WITNESSES

1 Daya Nand Numberdar s/o Moji Ram
R/o Kharkhoda

2 Naveen Nandal s/o Sh. Rajender Singh
R/O Garhi Bohar.



For Suncity Infraestate Pvt. Ltd.

Anil
Authorised Signatory