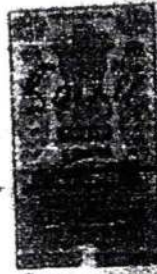


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510 Ramesh
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8009

Sr. NO.	1810
Amount	11533
PURPOSE	
67 FEB 2022	
R.S. MALIK STAMP VENDOR (KADUNA, Gungram (Lk. NO.	

मिस्त्र बमीरा - Collaboration A/c,

बमीरा सचवा - 11533

दिनांक - 26-12-19

affiliated

कृते सचवा नाम निस्कार
कादीपुर, गुरुग्राम
67 FEB 2022



**Indian Non Judicial Stamp
Haryana Government**



Date: 24/12/2019

Certificate No: GDX20191467
GRN No: 61142393

Stamp Duty Paid: ₹ 2048000
Penalty: ₹ 0

Seller / First Party Detail

Name: Dharambhar
H.No/Floor: Na
City/Village: Dhanvapur
Phone: 0

Sector/Ward: Na
District: Gurugram
Other: Etc

Landmark: Na
State: Haryana

Buyer / Second Party Detail

Name: Apicus Mills Pvt Ltd
H.No/Floor: 217
City/Village: Delhi
Phone: 0

Sector/Ward: Na
District: Delhi
Other: Etc

Landmark: 1st floor
State: Delhi

Purpose: collaboration

11533
26/12/19

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website www.haryana.gov.in

For Apicus Mills Pvt Ltd

Authorized Signatory

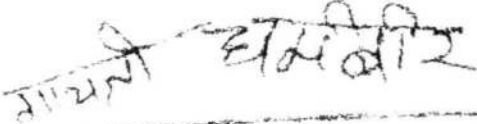
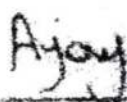
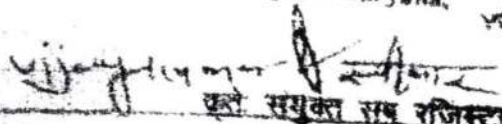
JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (hereinafter referred to as "the Agreement") is executed at Gurgaon on this ____ day of ____, 2019.

BETWEEN

1. Sh. Dharambhar, AADHAR(670317250417)
2. Sh. Ajay, AADHAR(251501400336)
3. Sh. Vijay, AADHAR(530538394016)

Is/uth of S/o Sh. Nand Ram R/o Dhanvapur tehsil-kadiapur Distt:Gurugram Haryana,

अनूप

कले संयुक्त तम राजिन्द्रास
कादीपुर, गुरुग्राम

श्री गुरुदेव विरूपाक्ष

डीह का नाम COLLABORATION
AGREEMENT

तहसीलकासब-तहसील काठोपूर

गांव/शहर संकेटर

एक सुखी विचार

पृष्ठ 132901130 स्वयं

संख्या २००० की प्रति २०-०३-०० अथवा

फाइल नं : GOA2019L467

100-443889-100

रजिस्ट्रेशन पीता की संधि 50050
रुपये

ECHELON 613428199

पण्डित स्वामी ० स्वामी

Drafted-By: SHIV KUMAR ADV

Service Charge: 9

यह कार्य आज दिनांक 28-12-2019 को सुप्रीम कोर्ट में दाखल किया गया है।
DHARAMBIR पुत्र NAND RAM ALAY पुत्र NAND RAM WAT पुत्र NAND RAM SWIKAR पुत्र NASIB SINGH RAHUL
KUMAR पुत्र NASIB SINGH MANOH पुत्र BALA ARUN पुत्र BALA KUMARI GAYTRI पुत्र BALA DELHI GATE
HAJJAR HR राज्य पंजीकरण हेतु प्रस्तावित किया गया है।

20/11/22
 20/11/22
 20/11/22

संस्कृत-मैत्रीय-संस्कृत-संस्कृत

हस्तप्रमाण प्रस्तुतकर्ता

DHARAMBIR AJAY VILAY SWIKAR KAMUL KUMAR SANGI ARUN KUMARI GAYTRI

अपेक्षित प्रतिलिपि व वी.पी.एमसी कागज पर
पंजीयन के तहत की गयी है।

[illegible]

ADY GGM के बीच ।

समस्या नं-1 की हल में प्रयुक्त हुए सिद्धांत/प्रमेयों के नाम व प्रमाणों में समानता समझाई। समस्या नं-2 की हल में प्रयुक्त हुए सिद्धांत/प्रमेयों के नाम व प्रमाणों में समानता समझाई।

4. Sh. Swikar.AADHAR(721356172104)
5. Sh. Rahul kumar AADHAR(311142115214)
both of S/o Sh. Nasib singh R/o delhi gate mohalla jhajjar 124103 Haryana
6. Sh. Manoj.AADHAR(476593441240)
7. Sh. Arun.AADHAR(205795334320)
both of S/o Smt. Bala ,

8. Kumari Gaytri D/o Smt. Bala AADHAR(43499646633)
R/O Delhi Gate Mohalla Jhajjar 124103 Haryana

hereinafter referred to as "The LAND OWNERS", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, legal representatives, successors, nominees and permitted assigns of the FIRST PART

AND

M/s Apricus Hills Private Ltd., a company registered under the provisions of The Companies Act, 1956, having its registered office at house no. 217, First Floor, Gali No. P-9, Chhna Mandi Paharganj Delhi Central Delhi. DI-110055 IN. Through Dhoreaj Sood S/o Shri R K Sood authorized to enter into the present agreement on behalf of company vide resolution passed in the meeting of the board of directors held on 20th December, 2018 herein after referred to as "THE DEVELOPER" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, nominees, executors, administrators, successors and assigns of the of the SECOND PART, The parties of the FIRST and the SECOND PART are hereinafter collectively referred to as "Parties" and individually as "The Party"

DEFINITION

Definitions - in this agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:

a. "Agreement" shall mean this agreement including all schedule attached hereto or incorporated herein reference, as may be amended by the parties from time to time.

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or government authority, directive, guidance, policy, clearance, requirement or other governmental restrictions or any similar form of decision or determination by, or any interpretation or administration having force jurisdiction over the matter in question, whether in effect as of the effective date or at any time there;

c. "Approvals" means any permission, approval, sanction, clearance, consent, letter of intent, the license, lay out plans, building plans, order, decree, authorisations, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any governmental authority required under any statute or regulation for designing, planning, constructions, development, marketing and sale of the project contemplated under this Agreement

For Apricus Hills Pvt. Ltd.
Authorized Signatory

EM/012
जायजी

Ajay Vijay Kumar

मनोज
20/01/22

कृते: संयुक्त सब रजिस्ट्रार

कटोपुर, गुरुग्राम 07 FEB 2022

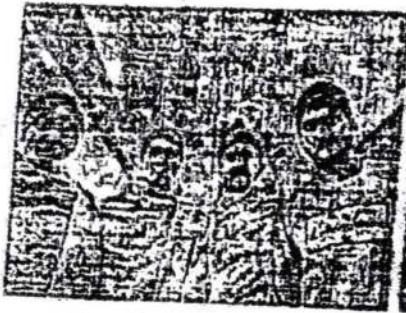
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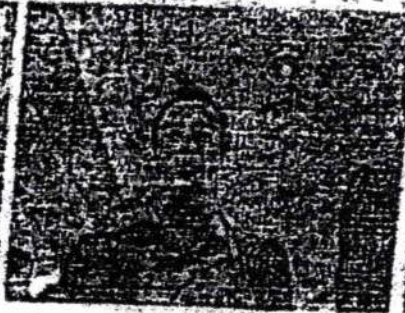
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11533

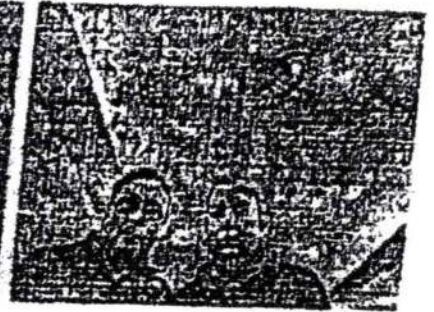
2019-2020



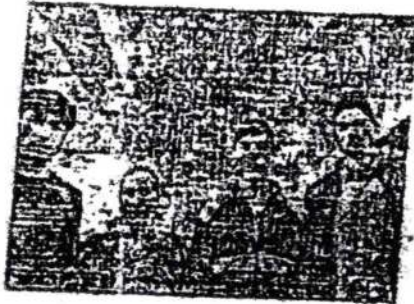
पेशकर्ता



दावेदार



गवाह



छात्रों 2 Ajay, Ravi, Manoj, Arun

उपस्थित पंजीयन अधिकारी

पेशकर्ता - DHARAMBIR AJAY VIJAY SWIKAR RAHUL KUMAR MANOJ ARUN KUMARI GAYTRI.

दावेदार :- thru DHEERAJ SOOD THERAPY HILLS PVT LTD

गवाह 1 - DEEPAK

गवाह 2 - SHIV KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रवेश प्रमाण 11533 का दिनांक 26-12-2019 की बही में 1 जिल्द में 217 के पृष्ठ नं 125.25 पर किया गया तथा इसकी एक प्रति उपस्थित बही में 780 के पृष्ठ नं 51 से 52 पर लिपिकों के द्वारा लिखित किया गया है कि इस प्रमाण के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/सिग्नाचर प्रमाण के समर्थन किया है।

दिनांक: 26-12-2019

उपस्थित पंजीयन अधिकारी (कादीपुर)

- d "Government Authorities" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub division thereof, including any municipality, district or other sub division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the project.

WHEREAS:

The LAND OWNERS have represented that they are the owners and in possession of the land bearing Sh. Bharambhar, Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram R/o Bhanwapur tehsil-kadipur dist: gurgram Haryana, and land measuring khewat No. 272 min, Mustki No. 18, Kita no. 11 min (0-10), 18/2 (5-13), 19/2 (5-11), 20 (7-0), 21/1 (3-10) Kita 5 Rakhra 22 Kanal 4 Marla, salani sabre

Sh. Swikar, Sh. Rahai, both of S/o Sh. Nasib Singh 1/4 share R/o Delhi gate mohalla jhajjar 124103 Haryana

Sh. Manoj, Sh. Arun, both of S/o Sant. Bala 1/5 Share of Kamari Gaytri D/o Sant. Bala 1/12 share R/o delhi gate mohalla jhajjar 124103 Haryana

Sh. Dharambeer, Sh. Ajay, Sh. Vijay both of S/o Sh. Nand Ram 1/2 share R/o Bhanwapur, tehsil - Kadipur dist : gurgram, Haryana, and land measuring khewat no. 272 min Mustki No. 18, Kita No. 12/2/2 (6-5), 13 (7-11), 18/1 (2-7), 19/1 (2-9), Kita 4 Rakhra 18 Kanal 12 Marla.

Total Land 40 Kanal 16 Marla situated within the revenue estate of village Bhanwapur, Sector 104, Tehsil kadipur and District Gurgram vide Jamabandi for the year of 2005-2006 and mutation no 4017, 4803, 5226 (hereinafter referred to as 'the said Land'). That the said land has been more specifically shown in the attached map (schedule A) and has been shown in color Yellow.

- e The LAND OWNERS have represented that they have unimpeachable absolute right, title and interest free from all claim(s), charge(s), lien(s), adjustments), liability(s), litigation(s) or any Encumbrance of whatever kind over it and that the said Land is eligible for development under the relevant laws of the State of Haryana without any impediment of any nature. The LAND OWNERS have represented and assured that there is absolutely no encumbrance or obstruction in the title and possession of the said land or in the entitlement and capability of the land owners to enter upon the present Joint Development Agreement.

- f The land owner assures that they have not executed any agreement for the said land owner signing of this agreement shall not sell their share of land to any third party without taking NOC from the developer if due to any financial requirement funds are

For Arvika Hills Pvt. Ltd

Authorized Signatory



Signature of Land Owners: *ET H 112*, *Ajay*, *Vijay*, *Manoj*, *Arun*, *Swikar*, *Rahai*, *Nasib Singh*, *Nand Ram*, *Dharambeer*, *Bharambhar*, *Swikar*, *Rahai*, *Manoj*, *Arun*, *Nasib Singh*, *Nand Ram*, *Dharambeer*, *Bharambhar*

required they can only sell their share of land to M/s Apricus Hills Pvt Ltd M/s Apricus Hills Pvt Ltd will have the first right to purchase

- g The DEVELOPER is a reputed real estate company and holds sufficient expertise in the development of Colonies, Group Housing Schemes, Commercial Towers and Shopping Complexes etc and has developed various projects in and around Gurgaon
- h The DEVELOPER has in good faith relying on the representations and confirmations of the LAND OWNERS accepted the proposal of the LAND OWNERS and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the recitals contained above shall form part and parcel of this Joint Development Agreement
2. **SUBJECT MATTER:** That the subject matter of this agreement between the LAND OWNERS and the DEVELOPER is the said land admeasuring Total Land 40 Kanal 16 Marla, situated within the revenue estate of village Dhanwapur Sector 104, Tehsil kadipur and District Gurgaon vide Jamabandi for the year of 2005-2006 for utilizing the same for construction and development of a Group Housing colony including but not limited to Affordable Housing Project by the DEVELOPER.
3. **CONSIDERATION:**
 - a In consideration of the said Land and mutual agreements and covenants, representations & warranties contained in this Joint Development Agreement and other good and valuable consideration, each of the Parties hereby agree, as follows,

For Apricus Hills Pvt. Ltd.

 Authorized Signatory

12/5/11

 धर्मवीर

जयदीप
 Ajay

अनिल
 Anil

नवीन
 Navin

	Issued To	Drawn On	Cheque No.	Date	Amount
1	Dharmbir	VIJAYA	301180	23/12/2019	27,77,778/-
2	Ajay	VIJAYA	301179	23/12/2019	27,77,778/-
3	Vijay	VIJAYA	301176	23/12/2019	27,77,778/-
4	Swikar	VIJAYA	301184	23/12/2019	4,16,666/-
5	Rahul	VIJAYA	301185	23/12/2019	4,16,666/-
6	Manoj	VIJAYA	301194	23/12/2019	2,77,778/-
7	Arun	VIJAYA	301195	23/12/2019	2,77,778/-
8	Gaytri	VIJAYA	301183	23/12/2019	2,77,778/-

1. The share of parties would be as under:
- > Share of the LAND OWNERS - 35%
 - > Share of the DEVELOPER - 65%

4. POSSESSION OF THE SAID LAND

- a. That the possession of the said land has been transferred to the DEVELOPER by the LAND OWNERS simultaneously to execution of the present agreement, enabling the DEVELOPER to carry out its obligations emanated in the present agreement and to develop Group Housing Colony including but not limited to Affordable Housing Project on the Said Land. Such delivery of possession does not requires any other act on the part of the LAND OWNERS or the DEVELOPER such as execution of a possession letter etc and the actual and physical possession of the said land has vested with the DEVELOPER simultaneously upon execution of the present agreement. After the execution of this agreement, in the event of any dispute arising with any party relating to title, possession, tenancies pertaining to the said Land or any part thereof, the same shall be settled by LAND OWNERS at their own cost and risks and the possession of the said Land which vests with the DEVELOPER, shall not be disturbed by the LAND OWNER for any reason.
- b. That it is agreed between the parties after the possession of the said land / property delivered / handed over to the DEVELOPER for the purpose of the above-mentioned project shall not be disturbed in any manner and DEVELOPER shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the structure of the building has been completed. The DEVELOPER assures the LAND OWNERS to complete the Project as per Affordable Housing Policy.

SPRINGS HILLS PVT. LTD.
Authorized Signatory

23/12

गुजराती

एमवीए 2 Ajay

विजय कुमार

मनीष

कम: सयुक्त सब रजिस्ट्रार

कादीपुर, गुरुग्राम 07 FEB 2022

5. AUTHORIZATIONS

The LAND OWNERS undertake to sign all such applications, documents, NOC and declarations that may be required by the DEVELOPER with respect to the said Land and further the Land Owners hereby authorize the DEVELOPER to submit all such applications and to follow up on its behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit.

6. LAND FREE OF CHARGES & LIENS

- a The LAND OWNERS represent and assure the DEVELOPER that the said Land is in their peaceful and LAND OWNERS have unimpaired and absolute right, title and interest over the said Land, free from all claims, charges, liens, adjustments, liabilities, prior mortgages or encumbrances of any kind whatsoever and shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into the Joint Development Agreement relying/acting upon these declarations and representations / undertakings of the LAND OWNERS.
- b The LAND OWNERS represent that all charges, such as land revenue, taxes, etc with respect to ownership of the said Land and all other dues, such as electricity charges, water charges, etc. relating to the said Land have been paid up to the date of this Agreement. The LAND OWNER further undertakes to bear and pay all such charges and dues up to the date of execution of the present agreement. The LAND OWNERS agree that he shall also be liable to pay the aforesaid charges even if they are communicated or levied after the date of the present agreement provided the charges pertain to the period prior to the date of the present agreement.

7. LICENSE, APPROVALS, HIRERA & ETC

- a That the DEVELOPER undertakes to procure/obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities as well as HIRERA for developing of a Group Housing Colony including but not limited to Affordable Housing Project. The LAND OWNERS 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 it all the authority of the LAND OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions, approvals and HIRERA for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions and HIRERA from the concerned authorities shall be incurred and paid by the DEVELOPER.

of Aparna Hills Pvt Ltd
Authorized Signatory

15/02/2012

Aj ay

Signature

Signature

11533

- b. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed/applicable pertaining to the said land as may be in force in the area presently or in future.
- c. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for a Group Housing Colony including but not limited to the Affordable Housing Project and get them approved / sanctioned from the competent authority(s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed a Group Housing Colony including but not limited to Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.
- d. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for obtaining of licence shall be wholly to the account of the DEVELOPER and be paid by the DEVELOPER responsibility of the developer.
- e. That thereafter, the cost of construction of the said a Group Housing Colony including but not limited to Affordable Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanction of plans as also all other expenses incurred in undertaking development of the project obtaining occupation/completion certificate, payment of compensating fee or any other fee, charge, cess or tax related to the project and complying with conditions contained in applicable policy, internal/external development charges, infrastructure development charges and enhancements thereof shall be wholly deducted from the sale consideration received by sale of apartments in the project.
- f. That the DEVELOPER shall apply for Licence for a Group Housing Colony including but not limited to Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to executed collaboration contract. The DEVELOPER shall complete all formalities for obtaining permission for change of land use/licence. The LAND OWNERS agrees to return the amount mentioned in Sub-Clauses of (k) in case the permission for change of land use/licence is not granted by the competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the requisite permission/ grant of licence for development of the said land.

That this agreement shall devolve all necessary rights and covenants on the DEVELOPER to build upon the said land a proposed a Group Housing Colony including but not limited to Affordable Housing Project in accordance with the terms of this Agreement.

शुभ एम वी 2 Ajay

SHUBH

Vijay

शुभ

शुभ

क. संयुक्त सम रजिस्ट्रार

कादीपुर, गुरुग्राम 07 FEB 2022

- h That the LAND OWNERS covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the LAND OWNERS shall on receipt of any request from the DEVELOPER sign and execute such other documents, letters etc as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement as earlier as possible
- i That the DEVELOPER shall be entitled to the refund of any amount, fees, security deposit, bank guarantee and other deposits of whatsoever nature deposited by the DEVELOPER with government or any other statutory authorities for seeking various approvals etc for the said building. The LAND OWNERS undertake that within Thirty (30) days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the DEVELOPER.

8. EXECUTION OF POWER OF ATTORNEY:

The LAND OWNERS have executed irrevocable registered Special Power of Attorney(s) and General Power of Attorneys in favour of the DEVELOPER/its nominee(s), simultaneously to the execution of the present agreement which include case construction development, make all the applications to and represent the LAND OWNERS before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) contains the right to sub-delegate all or any of the powers contained therein and also includes the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the rights to transfer/alienate the areas forming part of the project. The said Irrevocable General Power of Attorney(s) shall not be cancelled by the LAND OWNERS. A General Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this agreement /sell the constructed/developed portions of the project. There is no need of NOC from the LAND OWNERS regarding the above-mentioned act and deeds to be performed by the DEVELOPER.

9. DISPUTES/CLAIMS ON THE TITLE OF THE LAND OWNERS

- a The LAND OWNERS hereby agree that in the event any claim is made by a person claiming title through or in trust for the LAND OWNERS or their predecessor-in title except government and any of their authorities, before any court of Law and on any ground whatsoever, it shall be the sole responsibility of the LAND OWNERS to settle and satisfy the claims and secure the consent of such person (s), and likewise, if any document is found to exist which is inconsistent with the representations made by the LAND OWNERS or which is likely to cause any defect in the title of the LANDOWNERS, it shall be the responsibility of the Land Owners to cure such defects at their own costs.

Apricus Hills Pvt. Ltd.

Authorized Signatory



ETZAR

Ajay

[Signature]

[Signature]

3/4/20

10. BUILT UP AREA AND RIGHT TO SELL/MARKETING/TRANSFER

a That the LAND OWNERS are aware of the fact that the a Group Housing Colony including but not limited to Affordable Housing Project over the Said Land shall be set up in accordance with the a Group Housing Colony including but not limited to Affordable Housing Policy. The LAND OWNERS are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department/agencies of the state. The LAND OWNERS are further aware that a comprehensive project report is required to be submitted by the DEVELOPER for the purpose of obtaining requisite licence/permission for establishment of the a Group Housing Colony including but not limited to Affordable Housing Project over the Said Land. The LAND OWNERS specifically agreed that the DEVELOPER shall be entitled to get the project report prepared for this purpose.

b The LAND OWNERS are further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The LAND OWNERS have examined the aforesaid policy in detail and is aware of the fact that parking facilities to be provided for two wheelers in the project. That Land Owners have given full authority to sell their share of apartment / built up area and allot parking to the opposed buyer.

c That advertisement would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials, to finalise the date of draw of lots for allocation/sale of apartments in the a Group Housing Colony including but not limited to Affordable Housing Project and intimate about the same to the LAND OWNERS.

d That all office establishment expenses as may be required to be incurred by the developer for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be deducted from the sale consideration received by sale of apartments in the project.

e That land owner is aware that the developer shall be free to market, book and sell the apartments as per the policy of a Group Housing Colony including but not limited to Affordable housing Project. And shall charge twenty percent to the Land Owner of their sale proceeds of the share of Land Owner as administrative and incidental expenses.

That the Land owner undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

For Ajeet Hills Pvt Ltd.

Authorized Signatory

25/02/2022
Ajoy

Vijay Kumar

28/02/2022

07 FEB 2022

11. FORCE MAJEURE CONDITIONS

If the performance of this Agreement by the DEVELOPER is prevented in whole or in part, by causes beyond its reasonable control, the causes being (i) acts of God (ii) strike or lockout, riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) The DEVELOPER shall not be responsible for fulfilling its obligations contained in this agreement, even those which are time bound, during the subsistence of the force majeure conditions

12. THE DEVELOPER SHALL ALSO:

- a Endeavour to overcome the consequences of force majeure event and perform its obligations as far as practicable, and
- b Inform the LAND OWNERS as soon as possible about the cessation of the force majeure event and its consequences and commencement of its obligations affected by the force majeure event.

13. UNDERTAKING OF THE LAND OWNERS

- a The LAND OWNERS have assured the DEVELOPER that all the stipulations, obligations, terms and conditions in this Agreement shall be faithfully and fully performed/complied with and LAND OWNERS further agrees and undertakes -

i To accompany the DEVELOPER to the offices of Government of Haryana and to be present for site inspection as and when required by the DEVELOPER on prior intimation of three days and to sign / execute all the documents, letters and papers as and when demanded by the DEVELOPER, including, but not limited to, obtaining refunds of the moneys/bank guarantees given to the Government of Haryana / competent authorities.

ii Not to cause any hindrances/obstructions or omit / neglect to do any act, deed, things which could prevent the DEVELOPER from obtaining expeditiously all approvals, occupation certificates, release of bank guarantees and refunds etc.

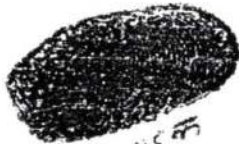
iii Not to do and / or cause to be done any act of omission or commission which may cause annoyance, inconvenience, hindrance, objection and/or obstruction in smooth commencement, execution and completion of the construction works on the said Land and / or conveyance / transfer of the said Land in terms of this Agreement.

iv To render full assistance and cooperation to the DEVELOPER in completion of the construction works and all its other obligations under this Agreement.

v To faithfully and fully perform/comply with all the stipulations, obligations, terms and conditions as stipulated in this Agreement.

of Adious Hill Ltd

Authorized Signatory



ET/Artis Ajay

Vijay Kumar

10/11/22

- vi To abide by the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to building(s) on the said Land and any other law that may become applicable in future with respect to the said Land or the buildings on the said Land.
- vii To abide by the Building Plans, Design approval of which has been taken from the Concerned Government Authority of the construction works as may be finalized by the DEVELOPER and shall not interfere or ask for any variation in the specifications or raise any dispute in respect thereof.
- viii That during the subsistence of this Agreement, LAND OWNERS shall not sell, partition, gift, mortgage, pledge or encumber or in any manner deal with the said Land with any other party or declare themselves bankrupt i.e. they shall not by any means through any registered and/or unregistered document create any third party rights or interest on the said Land in any manner, whatsoever. That the LAND OWNERS shall abide by and shall be bound by the terms and conditions this agreement.

14. UNDERTAKINGS OF THE DEVELOPER

- a The DEVELOPER has assured the LAND OWNERS that all the stipulations, obligations, terms and conditions in this Agreement would be faithfully and fully performed/complied with and the DEVELOPER further agrees and undertakes
 - i To make applications, declarations, etc in the prescribed forms & to process and obtain necessary sanctions, permissions and approvals, as may be required from the Local/State Government and other authorities under the relevant laws for development of the said Land.
 - ii That it shall with its own manpower/contractors and material and at its own costs carry out and complete the development/ construction works on the said Land in accordance
 - iii All claims pertaining to the labour or arising out of the construction of any kind or any manner shall always be the liability of the DEVELOPER and not of the LAND OWNERS
 - iv To engage, at its own costs and expense, services of Architects, Engineers, Contractors and other employees as it may deem fit and necessary
- To be responsible for compliance of all laws, rules, regulations and notifications regarding the said project during the time of construction works are being carried out on the said Land in terms of this Agreement

For Apricus Mills Pvt Ltd.
Authorized Signatory



सह
माली

एप्रिकस मिल्स प्राइवेट लिमिटेड
जो अखिल सह रजिस्टार
सदर, नरगाव

Ajay

पुजारी

5/10/1

2/10/12

- vi To abide by all the laws of the land and any local enactments including Haryana Apartment Ownership Act, 1983, if made applicable to the buildings and any other law which may become applicable in future.
- vii That this agreement is irrevocable and no amendment alteration or modification shall be made to it without prior permission from DTCP Haryana. That the Developer M/s Apricus Hills Pvt. Ltd. Will be responsible for the development work and for complying with the direction as issued by the DTCP Haryana

15. MISCELLANEOUS

- a The DEVELOPER shall have the right to carry out due diligence on the title of the said Land at any time before commencement of the development / constructions on the said Land
- b After the execution of this Agreement, the LAND OWNERS shall not do anything on the said Land, which could materially affect the title and for other rights appurtenant thereto including the right of easement.
- c The DEVELOPER shall have right to integrate additional land with the said Land of the LAND OWNERS, either with any land already owned by it or with any land acquired by it either through outright purchase or on collaboration, on such terms as it may deem fit and the LAND OWNERS agrees not to raise any objections or interfere in this
- d The DEVELOPER shall have the absolute right to get the substance of this Agreement duly notified to the public at large from time to time and to restrain any other party from dealing with the LAND OWNERS in respect of the said Land and/or development / construction works thereon
- e The Parties to this Agreement shall respectively bear and pay their own Income Tax and all other taxes in respect of the realization received by each of them in pursuance of this Agreement
- f This agreement contains the whole agreement between the parties with respect to the subject matter herein and replaces all the previous written or oral agreements relating to the subject matter herein. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto
- g That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on the parties and their successors, administrators, liquidators and assigns
- h 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 a waiver of any provision or of the right thereafter to enforce each and every provision

OF APRICUS HILLS PVT LTD
 Specialized Signatory



21/5/20

Signature

Signature

Ajay

Signature

Signature

Signature

21/5/20

1. That if any provision of this Agreement 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 Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms
2. If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law
- a) Each right, power or remedy provided for herein or in law, whether existing or enacted subsequently, or in equity or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either Party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies.
- b) This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the LAND OWNER and DEVELOPER, save and except what is specifically provided for under the terms of this Agreement

16. INDEMNIFICATIONS

1. The LAND OWNERS hereby agree to indemnify the DEVELOPER and keep the DEVELOPER indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the DEVELOPER and against all the losses damages, costs and expenses that may be suffered by the DEVELOPER on account of the following:
 - a) Any of the representations, statements and assurances made by the LAND OWNERS is found to be false, fraudulent or misleading.

17. REGISTRATION & ADDITIONAL CLEARANCES

1. In the event this Agreement is required by law to be registered, then second parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the DEVELOPER
2. Non-registration of this Agreement shall not absolve the respective obligations to be fulfilled by the LAND OWNERS and the DEVELOPER under this Agreement.

VERICUS HILLS Pvt. Ltd
Authorized Signatory

[Handwritten signatures and stamps]
EPA
A. J. J. J.
25/11/2011
20/11/2011
13

18. DISPUTES RESOLUTIONS

IN the event of any disputes or difference arising between the parties hereto, relating to or connected with this agreement or claims pertaining their to or as to the meaning or construction of the terms and conditions contained herein or application thereof during their substances of this agreement or after the termination thereof the parties shall mutually try to resolve disputed and differences amicably or to under the provision Arbitration Act however, in the event such disputes/differences can not be amicably resolved or to under the arbitration act, The Court of Gurugram and Hon'ble Punjab and Haryana High Court at Chandigarh shall have the Jurisdiction all matters relating and incidental to this agreement.

19. NOTICES

All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addressee (the current addresses mentioned in the opening pages of this agreement). Any such notice or communication shall be deemed to have been duly given and served upon actual delivery and confirmed receipt in case of hand delivery.

19. TERMINATION

The Parties herein agree that in terms of this Agreement, the Land Owners have taken certain irrevocable steps, such as, acceptance of advances, execution of Power of Attorney, handing over of the physical possession of the said Land to the DEVELOPER and making representations to make the DEVELOPER undertake construction works and in view of the above irrevocable steps and representations, the DEVELOPER has been induced to invest huge amounts, time and manpower on the said Land. It is therefore agreed by the LAND OWNERS that, they shall perform and complete their obligations under this Agreement the LAND OWNERS further agree that they shall not rescind, terminate or defeat the purpose of this Agreement

20. COMPLETE UNDERSTANDING

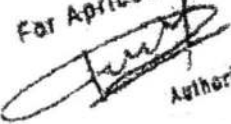
This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

21. COPIES OF THE AGREEMENT

Two copies of this Agreement have been executed in original and both the Land Owner and the Developer shall retain one copy each

ET/10/12
Ajay
Vijay Kumar
21/5/12
21/5/12

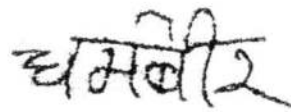
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
ON THIS THE 7 day of February, 2019.

For Apricus Hills Pvt. Ltd.

Authorized Signatory

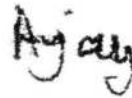
SIGNED AND DELIVERED by
Within named LAND OWNERS

SIGNED AND DELIVERED
by Within named DEVELOPER

1. SHRI DHARAMBIR

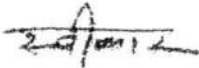


2. SHRI AJAY

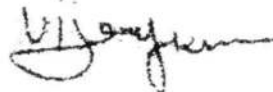


3. SHRI VIJAY

4. SHRI SWAIKAR



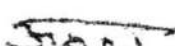
5. SHRI RAHUL KUMAR



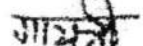
6. SHRI MANOJ

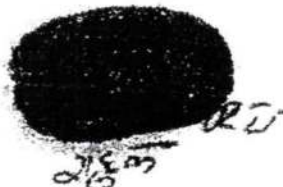


7. SHRI ARUN



8. KUMARI GAYTRI





drafted by
Shiv Kumar Singh
Advocate
Dist. Court, Gurugram



Deepak Kumar
Advocate
Dist. Court, Gurugram




Shiv Kumar Singh
Advocate
Dist. Court, Gurugram


शिव कुमार सिंह
वकील
07 FEB 2022

DDC Code 0365 E-CHALLAN Government of Haryana AGI Dept Copy

Valid Upto: 28-12-2019 (Cash) 22-12-2019 (Cheq/DD)

GRN No: 0061442919 Date: 21 Dec 2019 15:59:40

Office Name: 0365-NIAB TEHSILDAR KADIPUR

Treasury: Gurgaon

Period: (2019-20) One Time

Head of Account	Amount	₹
0030-03-104-97-51 Pasting Fees	5	
0030-03-104-99-51 Fees for Registration	50000	
PD AcNo		
Deduction Amount	0	
Total/Net Amount	50005	
₹ Fifty Thousands Five Rupees		

Tenderer's Detail

GPF/PRAN/TAB/Act. no./VehicleNo/Taxid:-

PAN No:

Tenderer's Name: Apicus Hills Pvt Ltd

Address: Delhi

Particulars: Pasting and registration fees

Cheque/DD-
Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CDR/Ref No: 000150981818721122019

Payment Date: 21/12/2019

Bank: SBI Aggregator

Status: Success

DDC Code 0365 E-CHALLAN Government of Haryana AGI Dept Copy

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Payment Date: 21/12/2019

Bank: SBI Aggregator

Status: Success

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