MIN-1

/2022

Amardeep Saini
Advocate
Regn. No.-44/3/2004
Tehsil Court : Roorkee
Mob. No.-9760038722

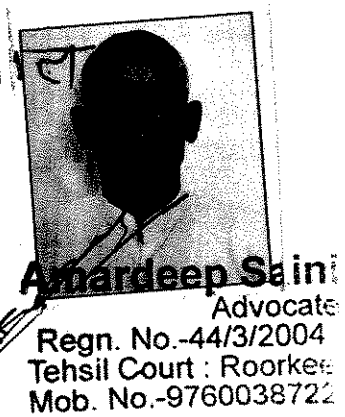
AGREEMENT

(WITH POSSESSION)

This Agreement is made at **Roorkee** on this **31** Day of **August** 2022.

Valuation of Property	-	**1,71,42,000/-Rs.**
Stamp Duty	-	**8,57,500/-Rs.**
Land Area	-	**1.6325 Hectare**
Cricle Rate	-	**1,00,00,000/-Rs. With increase 5% is Rs.**
		1,05,00,000/-

Situated at **Village Beldi Salhapur, Pargana and Tehsil Roorkee, District Haridwar, Uttarakhand** bearing **Khasra No. 66** having admeasuring **1.6325 Hectare** ("**Property**").



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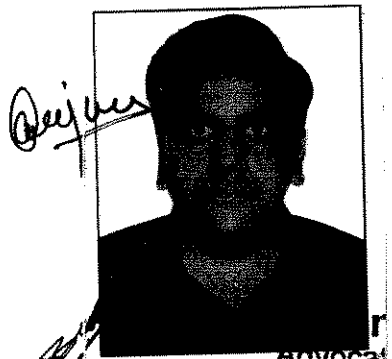
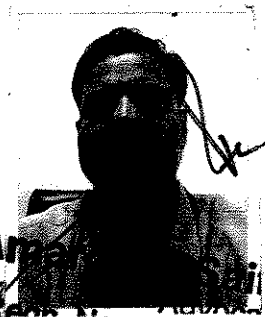


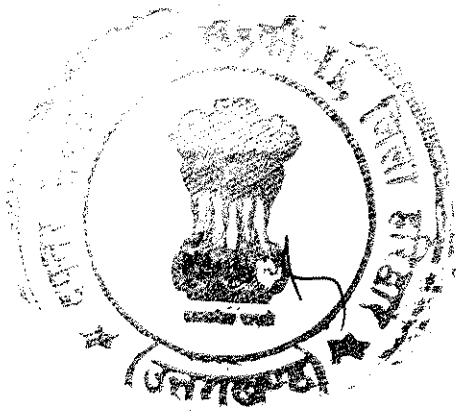
Regn. No.-44/3/200
Tehsil Court : Roorkee
Mob. No.-9760038722



Regn. No.-44/3/20
Tehsil Court : R
Mob. No.-976

DEBI SYSTEMS PRIVATE LIMITED

DEBI SYSTEMS PVT. LTD. NEW DELHI



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

पंकज पंत
ई स्टाम्प विक्रेता, बदरीनाथ रुड़की
मो.- 7037045555

₹8,57,500

e-Stamp

Certificate No.	:	**IN-UK04035279586616U**
Certificate Issued Date	:	31-Aug-2022 03:32 PM
Account Reference	:	NONACC (SV)/ uk1215204/ ROORKEE/ UK-HD
Unique Doc. Reference	:	SUBIN-UKUK12152041300254366495U
Purchased by	:	DEBI KAY SYSTEMS PVT LTD AND UHADA
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	VILL BELDI SALHAPUR TEHSIL ROORKEE DISTT HARIDWAR
Consideration Price (Rs.)	:	1,71,42,000 (One Crore Seventy One Lakh Forty Two Thousand only)
First Party	:	DEVPAL
Second Party	:	DEBI KAY SYSTEMS PVT LTD AND UHADA
Stamp Duty Paid By	:	DEBI KAY SYSTEMS PVT LTD AND UHADA
Stamp Duty Amount(Rs.)	:	8,57,500 (Eight Lakh Fifty Seven Thousand Five Hundred only)

सत्यमेव जयते

VERIFIED
LOCKED

Please write or type below this line

Distance from Road of National Highway above 400 mtr. And Other road also.

DEBI KAY SYSTEMS PRIVATE LIMITED

आवास एवं विकास परिषद

DEBI KAY SYSTEMS PVT LTD NEW DELHI

0002570087

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEBI KAY SYSTEMS PVT LTD AND UHADA DEBI KAY SYSTEMS PVT LTD AND UHADA DEBI KAY SYSTEMS PVT LTD AND UHADA DEBI KAY SYSTEMS PVT LTD AND UHADA

Warning

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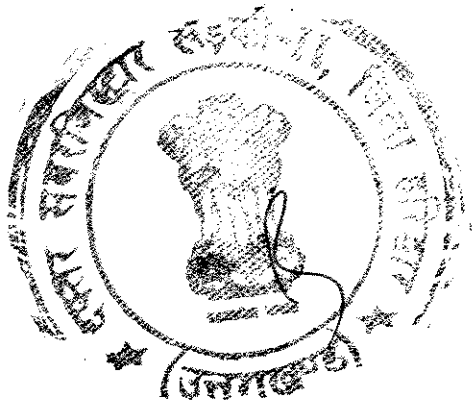
BETWEEN

Mr. Dev Pal S/o of Shri Asha Ram, R/o Village Beldi Salhapur, Pargana and Tehsil Roorkee, District Haridwar, Uttarakhand having Adhar No. 9803 5556 1762, Pan No- CFAPD8521C And Mob No- 9759883408 hereinafter referred to as the **LAND OWNER(S)**,which expression shall, unless repugnant to the subject or context, mean and include their/his or her heirs, successors, administrators and assigns, of ONE PART.

Debi Kay Systems Private Limited (**Pan No- AABCD5070D**) a company registered under Companies Act, having its registered office at G-127, 12th Floor, Himalaya House, 23 Kasturba Gandhi Marg, New Delhi through its authorized signatory **Mr. Arjun Mangal S/o Shri. Ajay Mangal aged** R/o A-22 **Anand Vihar, Delhi 110092 (Aadhar No- 6883 8110 2647 and Mob No- 9560616077)** as authorised by the Company vide its decision/resolution dated 24-8-2022 herein after referred as the Promoter/Developer, which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the **SECOND PART.**

AND

Uttarakhand Awas Evam Vikas Parishad, duly constituted under the provisions of UP AwasEvam Vikas ParishadAdhiniyam 1965 (Amended as time to time) having its office at 5th Floor Rajiv Gandhi Complex, Dispensary Road, Dehradun,through its duly authorized signatory and Assistant Engineer **Shri Vinod Chauhan s/o Achpal Singh R/o Uttarakhand Awas Evam Vikas Parishad 5th Floor Rajeev Gandhi Complex, Dispensary Road, Dehradun**



(Govt. Id no – 032/UHUDA/2021) (herein after referred as the "Parishad/Third Party" which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the **THIRD PART.**

WHEREAS the land owner(s) is/are the legal, valid and actual owner/owners in possession of the land measuring1.6325 hectares(16,325 sqmtr.) comprised of KhasraNos 66 situated in Village Beldi Salhapur, Pargana and Tehsil Roorkee, District Haridwar, Uttarakhand, more fully described in the Schedule given at the end of this deed and which is hereinafter referred to as the "said property".

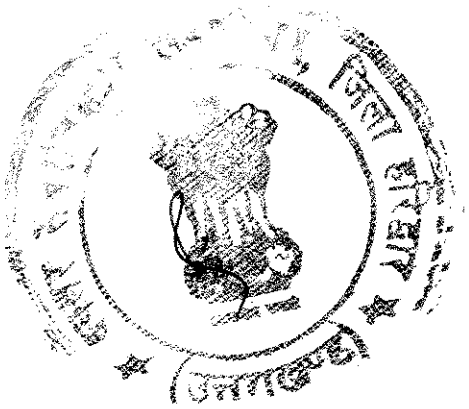
AND WHEREAS Pradhan MantriAwasYojana Housing for All (urban) Mission Scheme (hereinafter referred to as "PMAY(U)") was issued with the objective of providing a pucca house with water connection, toilet facilities,electric fittings as per the DPR and drawings to the economically weaker sections of the Society. Since the launch of this scheme it has been revised from time to time.

AND WHEREAS the Promoter/Developer are interested in erecting affordable Housing in pursuance of Pradhan MantriAwasYojana Housing for All (urban) Mission Scheme (hereinafter referred to as "PMAY(U)") and with the consent and approval of the "Land Owners" the Promoter/Developer had given a proposal to UttarakhandAwasEvam Vikas Parishad (hereinafter referred to as the "Parishad") expressing their interest to construct affordable houses (EWS) under Affordable Housing in Partnership (hereinafter referred to as "AHP").

BEBI KAY SYSTEMS PRIVATE LIMITED

उत्तराखण्ड आवास एवं विकास परिषद

BEBI KAY SYSTEMS PVT. LTD. NEW DELHI



AND WHEREAS the Government of Uttarakhand had framed Uttarakhand Housing Policy Rules 2017(no. 1058/V-2/2017-66 (Aa.) / 2017dated 15/09/2017, and the Uttarakhand Housing Policy Rules 2018 (305/V-2-2018-669 (Aa.) 2017 dated 16th March 2018 andUttarakhand Housing Policy (Amended) Rules 2021)no. 2231/V-2/Awas-2021-66 (awas)/17 dated 1st February 2021 which also lays down amongst others, the procedures and manner of allotment of the houses being constructed under PMAY (U), the monitoring of the implementation of the scheme etc. These Rules also providethat EWS houses will be made available to selected and verified beneficiaries as per the terms of PMAY (U) by the private developer at the prescribed rate of Rs. 6.00 lac/EWS house) for EWS houses under supervision of the Parishad.

AND WHEREASwith the objective of providing EWS houses under the PMAY (U) and in accordance with the Uttakhand Housing Policy mentioned above, theDeveloper with the approval and consent of the Land owners had given a proposal to the Parishadfor construction of and sale/allotment of EWS houses to the eligible persons at a price of Rs. 6.00 lac per house in accordance with PMAY (U) and Uttarakhand Housing Policy mentioned hereinabove under Affordable Housing in Partnership (AHP).

AND WHEREAS the Landowners and Developers, have given representations andassurances to the effect that the Land owners are the absolute owners in possession of the said land on which the development is to be made and EWS houses are to be constructed and the said land is free from all encumbrances, charges, liens, litigations or disputes etc. and the said land is also not subject matter of any prior agreement of sale. That the Land Owners have perfect

and marketable title in the said land and have unrestricted and unfettered rights to transfer the same.

AND WHEREAS Developers, has further given an undertaking and assurance that the development and constructions shall be erected on the said land as per the prescribed norms, approved drawings, in a workman like manner, as per the standards and norms prescribed under PMAY (U) and Uttarakhand Housing Policy. The Developer has further undertaken to comply with all the amendments which shall be made in the PMAY (U) Scheme and Uttarakhand Housing Policy from time to time and they shall also comply with the directions which would be given from time to time by the Parishad.

AND WHEREASin pursuance of the assurances and undertakings given by the Land owners and Developer and the application submitted by the promoter, the Parishad had issued a notice of housing scheme pertaining to the "said land" and this proposed scheme has been accorded a "Principal Approval" by the Government of India. This Scheme is to be submitted to the State Government for approval after execution of this agreement for being sanctioned under Section 31 /32of the Act, 1965.

AND WHEREASthe developer has jointly undertaken that subject to the approval of the Scheme by the State Government, the Developer shall develop at its cost the said land and shall erect thereon EWS houses in a workman like manner within the prescribed time andas per the drawings to be approved by the Parishad in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time.

DEBI KAY SYSTEMS PRIVATE LIMITED

उत्तराखण्ड आवास एवं विकास परिषद सचिव देहरादून

DEBI KAY SYSTEMS PVT. LTD.

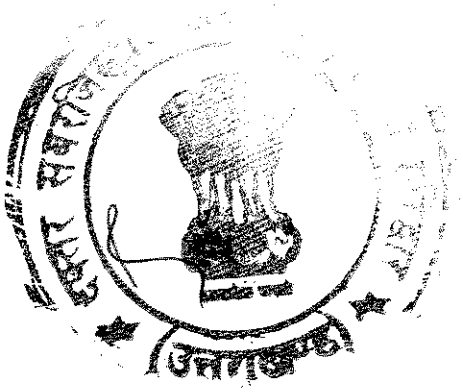
AND WHEREAS the land owner and the developer have jointly undertaken and agreed to allocate and sell to the eligible allottees, the EWS houses erected over the said land, at a price of Rs 6.00 (Rupees Six Lacs only) per house.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That after approval of the Scheme by the State Government and the sanctioned plans/drawing , the Developer shall develop at his cost the said land and shall erect thereon EWS houses in a workman like manner within the prescribed time in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time and shall the land owner and the developer have jointly undertaken and shall allocate and sell to the eligible allottees(to be chosen as per the norms), the EWS housesat a price of Rs 6.00 lakhs per house. Out of this sale consideration of Rs.6.00 lacs, for sale of the houses to the Economically Weaker Sections of Society, a sum of Rs.2.50 lacs (Rupees two lacs and fifty thousand) per house shall be paid through the Parishad/Nodal Agency as grant on behalf of the Central Government and the State Government in a phased manner and the balance sum of Rs. 3.50 lacs (Rupees Three Lacs Fifty Thousand Only) shall be paid by the purchaser.

2. That the sale of the Houses and selection of the beneficiaries to whom the houses shall be sold shall be as per the provisions of Uttarakhand Housing Policy. The EWS Housing will be made available to the selected and verified beneficiaries as per the terms of PMAY(U) by the land owner/ developer at the prescribed rate of Rs.6.00 lacs per EWS house. The

DEBI KAY SYSTEMS PRIVATE LIMITED



Parishad will supervise the process of allotment of EWS houses as per the guidelines of PMAY(U) of Government of India/ State Government.

3. "Parishad or The Development Board may authorize any officer of the Parishad or the Development Authority working for Parishad" for any act/work of the Parishad.

4. That the entire development work and constructions on the said land and sale of the Houses shall be made as per the provisions of PMAY(U) and the Housing Policy, as may be amended and modified from time to time. The PMAY(U) and the Housing Policy shall be deemed to be part of this agreement and the land owner and the developer shall by bound to abide on terms and conditions laid therein and/ or modifications made thereto from time to time.

5. That the amount of grant from Central and State Government as well as the payment of the sale consideration shall be delivered and shall be received by the developer from purchaser as the case may be in a phased manner at various stages of construction. The payment schedule will be as following:-

Instalment Number	Stage of Construction	Type of Payment	Percentage of amount/ Amount	Conditions of Payment

बही संख्या 1 रजिस्ट्रीकरण संख्या 9116 वर्ष 2022

Agreement with Possession
Agreement with Possession

प्रतिफल रु0 : 0.00
मालियत रु0 : 17,142,000.00
अग्रिम धनराशि रु0:52,595,000.00

रजिस्ट्रेशन शुल्क	प्रतिलिपि शुल्क	इलेक्ट्रानिक प्रोसेसिंग शुल्क	कुल योग	शब्द लगभग
रु0 25,000.00	रु0 140.00	रु0 700.00	रु0 25,840.00	2,000

श्री देबी के सिस्टम प्राईवेट लिमिटेड अधिकृत हस्ताक्षरी अर्जुन मंगल पुत्र श्री अजय मंगल निवासी 22 आनन्द विहार दिल्ली-110092 ने आज दिनांक 31 Aug 2022 समय मध्य 5PM व 6PM को कार्यालय उपनिबन्धक रुड़की,द्वितीय में प्रस्तुत किया।

देबी के सिस्टम प्राईवेट लिमिटेड अधिकृत
हस्ताक्षरी अर्जन मंगल

उपनिबन्धक
रुड़की,द्वितीय
31-Aug-2022

इस लेख पत्र का निष्पादन विलेख मे लिखित तथ्यों को सुन व समझकर श्री देव पाल पुत्र श्री आशाराम निवासी ग्राम बेलडी साल्हापुर परगना व तहसील रूडकी जिला हरिद्वार \ ने अग्रिम धनराशि मुबलिग रु0 52,595,000.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया । इस लेखपत्र का निष्पादन द्वितीय पक्ष श्री देबी के सिस्टम प्राईवेट लिमिटेड अधिकृत हस्ताक्षरी अर्जुन मंगल पुत्र श्री अजय मंगल निवासी 22 आनन्द विहार दिल्ली-110092 \ श्री उत्तराखण्ड़ आवास एंव विकास परिषद अधिकृत हस्ताक्षरी एसिसटेन्ट इंजिनियर विनोद चौहान पुत्र श्री अचपल सिंह निवासी उत्तराखण्ड़ आवास एंव विकास परिषद पंचम तल राजीव गांधी काॅम्पलेक्स डिस्पेंसरी रोड देहरादून \ ने भी स्वीकार किया।

जिनकी पहचान श्री अशोक कुमार पुत्र श्री हरि सिंह निवासी ग्राम बेलडी साल्हापुर परगना व तहसील रूडकी जिला हरिद्वार तथा श्री गौरव वर्मा पुत्र श्री अमृत लाल वर्मा निवासी 98 ब्लाॅक-16, गली नम्बर-4, जोशी रोड, करोल बाग, नई दिल्ली-110005 ने की।

उपनिबन्धक
रुड़की,द्वितीय
31-Aug-2022

1st	At the time of Registration/ Booking	Beneficiary	Rs 5000.00/-	An amount of Rs 5000.00/- as a registration fee will be made available by the beneficiary to the private developer which will be adjusted in the last instalment to be paid by the beneficiary.
2nd	Construction up to Plinth Level	G.o.I	40% of the Grant as released by the G.o.I	The report along with the proofs of construction will be made available by the developer and after verification and quality testing of the same.
		Beneficiary	20% share of the beneficiary contribution	The report along with the proofs of construction will be made available to the concerned authority and after verification and quality testing of the same.
3rd	Construction of all floors completed	G.o.I	40% of the Grant as released by the G.o.I	After Construction of all the floors and on submission of utilisation certificate of 70% of the previously released amount and on receipt of satisfactory report of the
		Beneficiary	20% share of the beneficiary contribution	

DEBI KAY SYSTEMS PRIVATE LIMITED

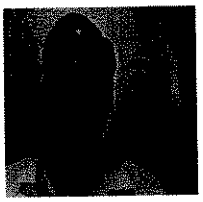
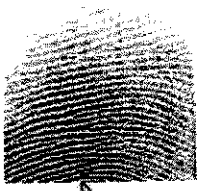
आवास एवं विकास परिषद देहरादून

DEBI KAY SYSTEMS PVT. NEW DELHI

बही संख्या 1 रजिस्ट्रीकरण संख्या 9116 वर्ष 2022

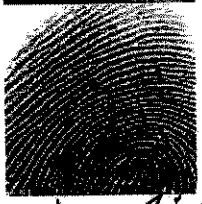
देव पाल

देबी के सिस्टम प्राईवेट लिमिटेड अधिकृत हस्ताक्षरी अर्जुन मंगल

उत्तराखण्ड आवास एंव विकास परिषद अधिकृत हस्ताक्षरी एसिसटेन्ट

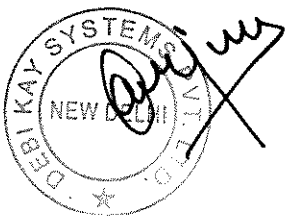
अशोक कुमार



गौरव वर्मा

प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये है।

रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, रुड़की,द्वितीय
31 Aug 2022

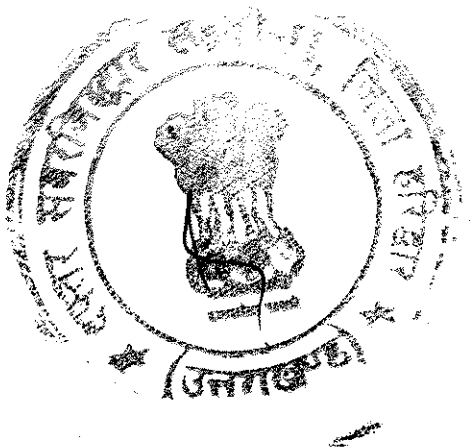


				third party quality monitoring agency.
4th	Internal works like electrical, water sewage and finishing work completed and external construction/ development works completed	State of Uttarakhand	50% of the Grant as released by the State Government	After completion of Internal and External Development works and submission of utilisation certificate of 90% of the previously released amount.
		Beneficiary	30% share of the beneficiary contribution	
5th	After Completion of the project or possession or registry of the house	G.o.I	20% of the Grant as released by the G.o.I	After Completion of the Projects and obtaining the utilisation certificate of the previously released amount.
		State of Uttarakhand	50% of the Grant as released by the State Government	
		Beneficiary	The remaining 30% of the beneficiary's share in which the registration amount will be adjusted.	

Note:-The payment proposed in work completion and payment schedule table will be released to the developer, under the condition that they have

DEBI KAY SYSTEMS PRIVATE LIMITED

DEBI KAY SYSTEMS PVT. LTD. NEW DELHI



completed the construction within time schedule as per annexure-1 here to which costs equivalent to the amount permissible (Central/State/Beneficiary share).

The payment schedule may be revised/amended as per the guidelines/policies/rules/direction from the Uttarakhand Government and Gov. Of India.

6. That it shall be the responsibility of the Promoter, to assure best quality practices during construction phase and also deliver the project in timely manner. The Promoter shall be responsible for setting up a Quality testing lab on site, will be responsible for testing of all material as per set I.S Codes and norms procured for the construction works.

7. That all the proceeds, received by the Promoter, including the Grant and the payments received from the eligible allottees of the EWS Houses shall be lodged in a separate Bank account as envisaged under the Real Estate (Regulation and Development) Act of 2016 and from that the bank account, share(against the sale value of each unit) the Promoter shall only be entitled to share 30% of the proceeds, whereas the remaining amount shall be used in the development of the said land. The amount shall be used strictly in compliance of the provisions of the Act and the Rules. The Promoter shall submit all financial statements to Parishad office along with the project progress report in a timely manner.
8. That the Developershall be bound to intimate the Parishad office about the progress of the work at site from time to time as per stages mentioned in bar

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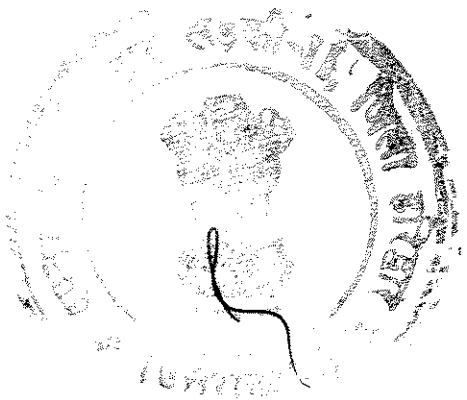

chart. In all eventualities, the developer shall be bound to complete the project within the prescribed time schedule.

9. That the construction will be completed by the developer in various stages according to the bar chart being attached as**Annexure 1** herewith. Time shall be the essence of the Contract and it shall be the obligation of the Promoter to complete the entire development work and to secure a completion certificate from the Parishad within the prescribed time as per the bar chart attached herewith.The work shall be commenced, within a period of one month from the date ofAgreement with the Parishad. It is agreed, that in case the work is not completed by the Developer within the time specified hereinabove and /or is delayed, then in such an eventuality thepromoter shall be liable to pay the compensation to the Parishad at the following rates:-

Sl. No	Period Of Delay	Compensation
1	Delay of 3 Months in Completion Of Work	Rs.50 Per Sq Ft. of the Total Built up Area of the scheme
2	Delay upto 6 months	Rs.100 Per Sq Ft. of the Total Built up Area of the scheme
3	Delay beyond 6 months	Rs.200 Per Sq Ft. of the Total Built up Area of the scheme
4	Further delay of after 01Years	AS per Part 6(10), (11), (12), (13), (14), (15) UttarakhandAwasNiti Niyamawali 2018

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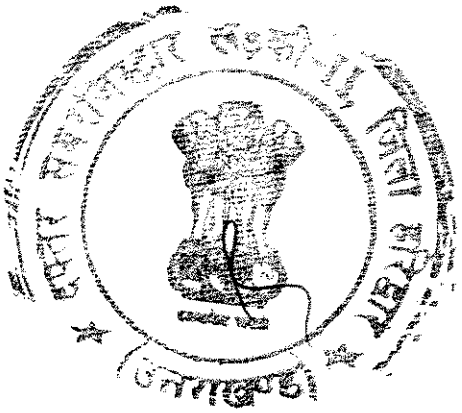

10. That all applications for extension of time shall be submitted by the developer with the Parishad and this application for extension of time shall be accompanied by the reasons of delay along with all evidences for justifying the delay. The extension of time shall be granted with or without imposition of penalty/ compensation as mentioned hereinabove as per prevailing circumstances. The intimation of application of time extension shall also be furnished to the Secretary Awas, Government of Uttarakhand.

11. That the land owner shall mortgage land equivalent to 15% of the saleable land area in the entire scheme in favour of the Parishad as prescribed in AwasNitior may be revised as per guidelines/policies/rules and direction from Government of Uttarakhand.

12. That the Developer shall have right to take the land in his/her possession for the construction of the project further the developer shall also have right to get all the required approval and NOC's for the project. The Developer also shall have the right to get the booking amount from the allottesand after completion of the project the developer shall have the right to execute the sale deed in favour of the allottes.

13. The allocation of EWShouses and selection of the purchasers/beneficiaries shall be made according to the eligibility list in concurrence with the Parishad.

14. This eligibility list containing the names of the beneficiaries shall be prepared and finalized keeping in view the parameters and guidelines laid

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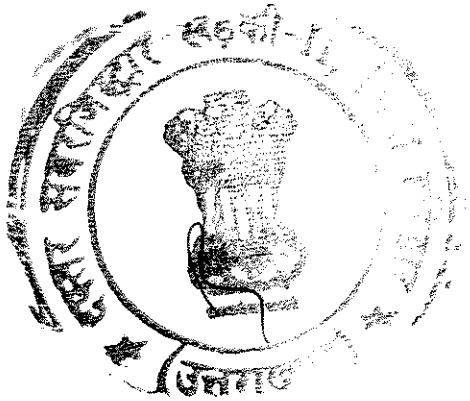

down in the Pradhan Mantri Awas Yojana (Urban), in collaboration and monitoring of the UttarakhandAwasEvam Vikas Parishad. The housing policy/rules/guidelines/direction from the Uttarakhand Government and Gov. Of India shall be strictly followed for the allotment.

15. That in case after the allocation of EWS houses to the beneficiaries according to the eligible list, if out the total EWS houses constructed by the private developer, EWS houses still remain to be allocated, for such EWS houses, advertisements will be published 3 times, in the national newspapers by the private developer. Necessary documents/ proofs will be obtained by the private developer from the applicants, applying through advertisement as per the eligibility criteria of the Pradhan MantriAwasYojana. The documents of the applicants will be sent to the District Magistrate for verification and the verified list will be made available to the concerned authority by physical verification of this list by the District Magistrate. Allotment of the remaining houses to the beneficiaries of the verified list, sent by the District Magistrate, can be done at the prescribed rates of the EWS houses as per the housing policy.

16. That if no application is received even after the private developer has published three times advertisements in national newspaper, in this case, after saturating the EWS houses to the beneficiaries, the remaining EWS houses can be given to anyone else on sale or on rent basis. In this eventuality, the land use conversion fee and development fee to be incurred on EWS houses, sold by private developer to anyone or given on rent basis,

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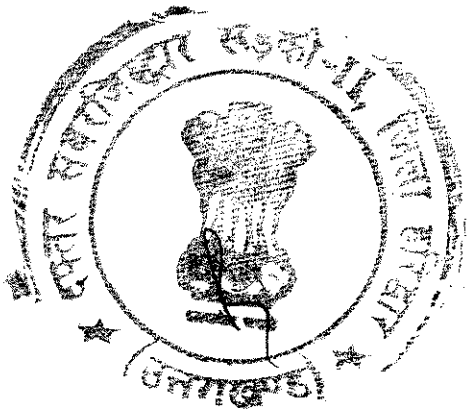

will be assessed by the Parishadand the private developer will have to deposit, the land use conversion fee and development fee, assessed on the said basis to the Parishad. Along with this, the amount of per EWS house grant released by the Government of India and State Government for such remaining EWS houses, will have also to be returned to the Parishad by the private developer.

17. That the Developers Shall Collect money from the eligible and approved allotteesas in para 5, issue allotment letters to them, execute Agreement for sale in their favourand hand over the possession of the EWS units developed in the project.

18. That the land owners undertake to make and keep the title of the said land clear and marketable and free from all kind of encumbrances, charges, dispenses, prior agreements and claims during the continuance of the agreement till the date of execution and registration of title/conveyance deeds in favour of the Developers or the prospective buyers.

19. That the land owners, through this agreement, give authority to the Dcvclopers or his/their authorised signatory in this behalf to apply for the registration of the real estate project, to be developed on the said land, with the Uttarakhand Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.

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20. That the land owners shall make available to the Developer(s), the said land free from all encumbrances and with full authority for speedy development and efficient completion of the project. The Developer(s) shall be entitled to obtain loans from Banks and other financial institutions, subject to the terms and conditions, provided in point no. 20.1 to 20.5 below:-

20.1- That any type of security(Whether it is primary or secondary) required for finance purpose shall be arranged by the Developer(s). Land Owners on their part shall have no object for the same if the developer decided to enter into some agreement with any bank or financial institution as decided by the Developer(s) by creation of equitable mortgage charge or otherwise to facilitate the financing of development works of the project as envisaged under this agreement. Further, the desired security provided by the owner shall be restricted to the extent of land provided for this project only; other security shall be arranged only by the Developer(s) itself.

20.2 The Developer(s) shall not mortgage land which is mortgage to the Parishad as per para 11to any bank or financial institution.

20.3- The Developer(s) shall disclose the required amount of loan to Awas Vikas Parishad before applying for the loan to any financial institution and only after obtaining proper No Objection Certificate from Awas Vikas Parishadwill be eligible to obtain any loan from any financial institution. The terms and condition for said NOC's shall be decided by Awas Vikas Parishad.

20.4- The Developer(s) shall be entirely liable and responsible for the repayment of any finance facility/ loan for this project.

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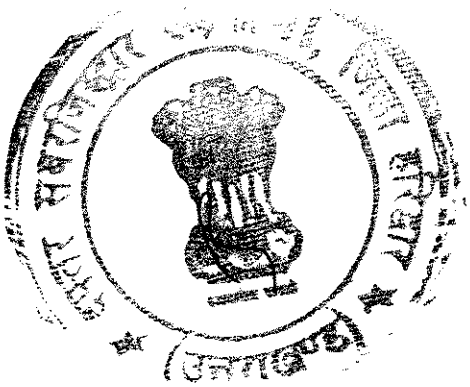

20.5- The Developer (s) may facilitate the prospective buyer(s) with their full capacity in sanctioning his/their housing loan for the purchase of a unit/apartment in the said project (Including tripartite agreement with any bank or financial institution existing on the panel of Developer (s) or as decided by the prospective buyer.)

21. That the land owners agree that the possession of the land is being handed over to the promoters for the Development of the real estate project.

22. That the developer shall get a plan sanctioned / approved from the Parishad for making development at site and the entire development shall be made at site as per the approved lay out. The developer shall also be bound to leave all open spaces and setbacks as provided in the sanction layout plan. The common areas including green areas shall be developed by the developer at his cost and it shall be available for the common use of the allottees/Purchasers.

23. That the Developer (s) shall develop the project in terms of agreed working plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. However, The Developer (s) would be solely liable for any penal or financial charges that may be levied during the construction phase of the project due to infraction of any law, rules and byelaws by the Developer(s).

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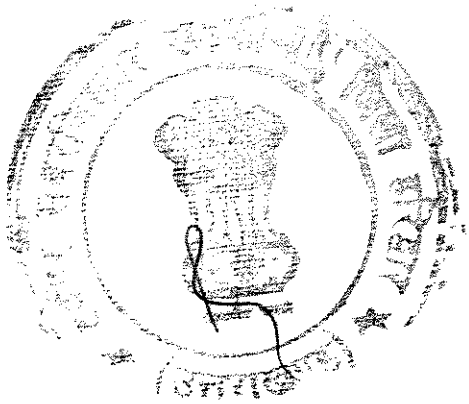

24. That an Independent agency shall be selected and appointed by the Parishad,according to existing guidelines,who shall supervise the development work and shall keep a check on the quality control of the work being executed at site from time to time.

25. That it shall be the responsibility of the developer to obtain all permissions and no objections which may be required relating to the Scheme, including environmental clearances, at its own cost.

26. That the Developer shall also be liable to abide by all the terms and conditions which may be laid down by various authorities including the environmental authorities. Similarly, the Developer shall be bound to abide by all the directions being given by the Parishad and the Government orders issued from time to time in letter and spirit.

27. That in lieu of the administrative work which has been done by the Parishad, the second party shall pay a sum equivalent to 2 % of the total cost of the project as specified in the DPR as administrative charges. This amount shall be deducted by the Parishad on or before the payments of the amounts of state grant and central grant which is payable to the developer.

28. That the Developer/Land Owner's shall not execute any sale deed or shall not handover the possession of residential/non residential area without obtaining N.O.C from the Parishad.

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29. That it shall be the responsibility of the the Developer to get the project registered with Real Estate Regulatory Authority (RERA) and to comply with all formalities and regulations relating thereto. It is clarified that the role of the Third Party/ Parishadis to ensure and monitor the implementation of scheme under the PMAY (U) and to ensure that the subsidy which has been paid by and on behalf of the Central Government, the State Government is not misused. Accordingly, all liabilities and responsibilities under the RERA Act shall be of the land owner and the developeras per RERA Act.The Parishad would not be liable or responsible for payment of any compensation, damages or other liabilities under the RERA Act or to the Purchasers. However, in case under any eventuality, the Parishad is impleaded as a party in any litigation / complaint or is made to bear any liability, on account of the acts of omission and commission on the part of the land owner/ developer, or on account of defect or deficiencies in the houses or delay etc,then in such an eventuality the developer shall duly indemnify the Parishad for all losses and expenses, including legal costs, which may be incurred by the Parishad.

30. That all direct and indirect taxes or charges including charges payable toappropriate Government (s) and/ or to the local authority shall be borne by the developer. The developer shall be entitled to any remissions in the Central or State Government taxes or charges, subject to compliance of the norms and the guidelines prescribedunder the scheme (s).

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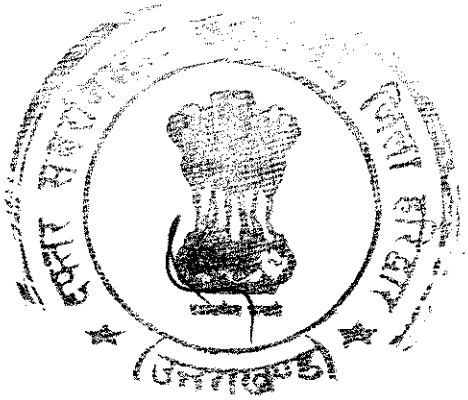

31. That the land owners shall be paid the agreed cost of the land bythe Developer. It is clarifiedthat itshall be the sole responsibility of only theDeveloper to pay all amounts payable to the land Owner andunder no circumstances the Third party shallbeheld liableonthis count.

That the Developer will pay 6.16% of the Residential sale consideration to the land owner towardshis share of the project subject to the maximum of Rs.5.2595 Crores. The entire amountwill be paid by the developer from the escrow account of the project.

Cheque No-	Dated	Amount	Bank
620512	09-02-2022	25,00,000/-	Punjab and Sindh Bank
000112	26-08-2022	75,00,000/-	Punjab and Sindh Bank
000116	25-09-2022	1,00,00,000/-	Punjab and Sindh Bank
000117	25-11-2022	1,00,00,000/-	Punjab and Sindh Bank
000118	25-01-2023	1,00,00,000/-	Punjab and Sindh Bank
000120	25-05-2023	1,01,95,000/-	Punjab and Sindh Bank
000121	25-07-2023	24,00,000/-	Punjab and Sindh Bank
Total		**5,25,95,000/-**	All Cheque Branch Anand Vihar New Delhi

32. That in case the developer fails to execute the work at site as per the Uttarakhand Housing Policy Rules and PMAY (U) and the norms and the approved plans laid down, all the securities being furnished by the land owner and the developer by way of mortgage and performance bank guarantee shall be forfeited. In such an eventuality the developer and land owner will not be entitled to any benefit under the scheme and neither would they be entitled to the subsidy amounts.

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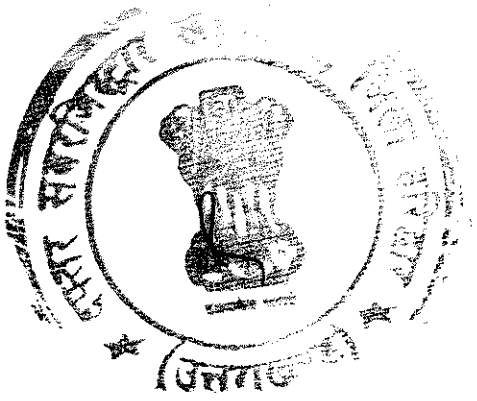


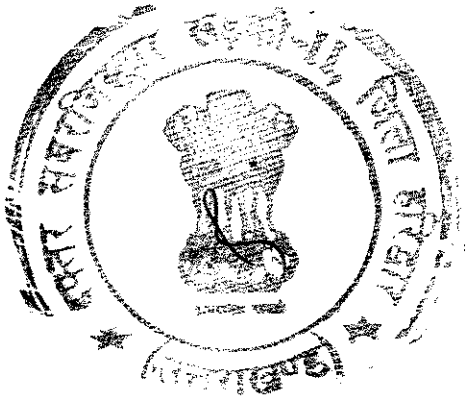
33. That incase at any stage, it is found by the Parishad that the development of the project and the constructions being made by the Developer are not in a workman like manner or in accordance with the approved lay out or in accordance with the directions given by the Parishad from time to time or the project is being delayed, or any provisions of the PMAY (U) or the Uttarakhand Housing Policy are being violated then at the discretion of the Parishad and its sole prerogative, the Parishad

33.1 shall be entitled to take over the said project and get the work completed by Parishad or through any other agency at the cost and risk of the and the Developer.

33.2 In case, the cost ofcompleting the remaining developmentand construction at site, exceeds thebalance amount realisable by the Developer from the Purchasers, the developer shall jointly and severally be liable to pay the differential amount to the Parishad along with all other expenses which may have to be incurred by the Parishad for discharging the obligations of the land owner/Developer.

33.3 In-case the Parishad is unable to develop the project due to any reasons as the case may be the developer and landowner shall refund the instalment received from the beneficiary and the Grant from the government.

33.4 If it is viable the Parishad may sell out the mortgage land and the cost recovered from that and the security etc. jointly getting the



funds,will proportionally return the money to the Beneficiary in lieu to the houses constructed in respect to the project.

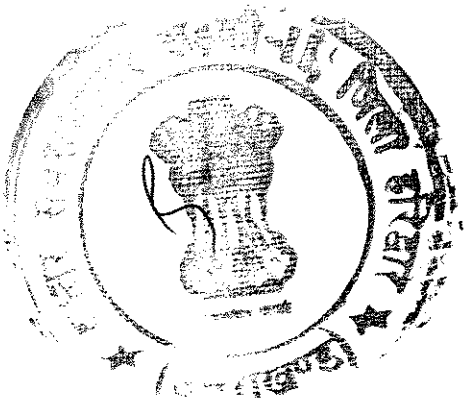
34. That In-case of default by the Promoter, the Parishad shall have the right to take up the matter suo-motto or on request of the Beneficiary to competent forum for the completion of project.

35. That all dues payable or realisable by the Parishad under this agreement shall be realisablefrom its Developer/Second Party as arrears of land revenue.

36. That after securing the completion certificate from the Parishad, the Developer, shall execute the sale deed in favour of the each approved eligible allottee. The land owners as well as Developer(s) undertake to convey clear and unencumbered market title in favour of the prospective buyers. For the said purpose Land Owners as well as Developer(s) are bound to execute the Sale/Conveyance deed jointly in favour of prospective buyers.

37. That after execution of all the sale deeds to the allotters and due compliance of the terms of this agreement, the Bank Guarantee and the mortgaged land shall be released in favour of the second party after expiry of period of 1 month.

38. That if during the continuation of this agreement or during the period of construction, any assistance, co-operation or any legal undertaking on behalf of Land Owners is required for the due performance of the obligations



contained herein and the smooth and speedy progress of the project, the Land Owners shall assist, co-operate and undertake, as and when required, on the request of the Developer(s) but only within the terms of this agreement.

39. That after taking over possession, if any problem arises from the neighbours of the adjoining lands or any other department or otherwise to secure such possession, the same shall be dealt with by the Developer(s) solely since the Developer(s) had satisfied themselves regarding the possession, boundaries and all relevant factors related to the ownership, possession and control of the Land Owners over the said land after the careful study of all the relevant documents already executed in favour of the Land Owners. However, if at any stage of such problem or dispute, the assistance of the Land Owners is felt necessary, the Land Owner(s) would co-operate with the Promoter(s) at his/their cost and risk.

40. That the Land Owners and Developer hereby represent, confirm and, further, undertake to keep the Parishad and the Purchaser(s) , indemnified and harmless against encumbrances, claims and damages which may arise on the part of Land Owners during the entire period of subsistence of this agreement and in such an event the and Developer shall make good the losses or damages or any claim or defect in the title within a period of 15 days from the date when such defect is brought to the notice of the Land Owners and Developer.

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41. That the Land Owners shall not interfere or obstruct in any manner whatsoever, with the construction, development and completion of the Project till the day of non- default of this agreement.

42. That the Developers shall be entirely liable and responsible for any kind of defects in the project and the units to be constructed and developed as well as delay in the development and construction of the project/units.

43. That the completion and/or occupancy certificate for the project shall be obtained by the developer from the Parishad.

44. That the stamp duty on this agreement has been borne by the developer. In case, any deficiency, in payment of any stamp duty is found at a subsequent stage, then in such an eventuality it is the developer who shall be liable and responsible to bear the deficit amount of stamp duty and consequence thereof.

45. That it shall be the obligation and responsibility of the developer to secure and obtain at their own cost and expense, all statutory permission(s), NOC(s), license(s) for execution and operation of the project. It shall also be their responsibility to pay all fees, penalties or any other civil or criminal liability.

46. That the developer shall also constitute a resident welfare association (RWA) and all expenses relating thereto shall be incurred by them.

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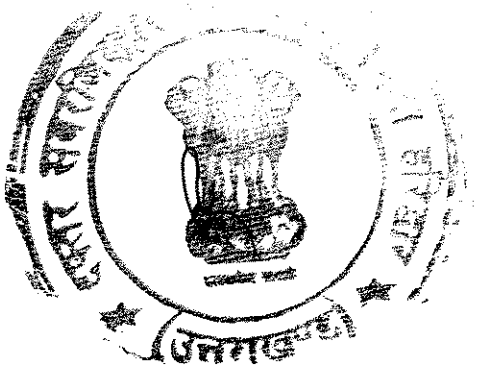

47. That until such time the common areas are taken over by the RWA, itshall be the responsibility of the Developer and land owner to maintain the common areas. The Developer is entitled to collect the maintenance as charges prescribed in Housing Policy Rules guidelines/rules/direction from the Uttarakhand Government and Gov. Of India.

48. The Developer agrees and understands that timely delivery of possession of the Units to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures and undertakes to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project at site on time, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Parishad agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are of the nature which makes it impossible for the contract to be implemented.The Developer shall give written intimation of such event to the Parishadand confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then any agreement with Beneficiary shall stand terminated and the Promoter shall refund to the Beneficiary the entire amount received by it from the allottees by way of allotment within 45 days from that date. As well as

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refund the grant received from central/State. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination

49. That the Land Owner and Developer shall have no objection in case of any dispute arises on any matter regarding the project,Parishad shall have the sole jurisdiction and authority to take up the matter in any concerned forum or authority as the Parishad deems fit for resolution of the dispute in a timely manner.

RESOLUTION OF DISPUTE

50. That for resolution of disputes, a committee under the Chairmanship of Additional Housing Commissioner as following: -
    A. ApparAwasAyukt
    B. Developer or his/her nominee
    C. Land owner's or his/her nominee

    This committee shall make an effort to resolve the disputes within a period of 1 month. In case the disputes are not resolved, then in such an eventuality the disputes shall be referred to Arbitrator appointed mutually by the parties and provision of Arbitration and conciliation Act shall be applicable. The seat of Arbitrator shall be at Dehradun and proceedings of Arbitration and Award shall be in English Language. The expanses and fees of Arbitrator proceedings and fee of the Arbitrator shall be borne equally by the parties.

51. In the event parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this agreement, they shall record such terms in writing as addendum hereto, and no such terms shall be binding between the parties until and unless they are reduced in writing and signed by the each of the parties herein.

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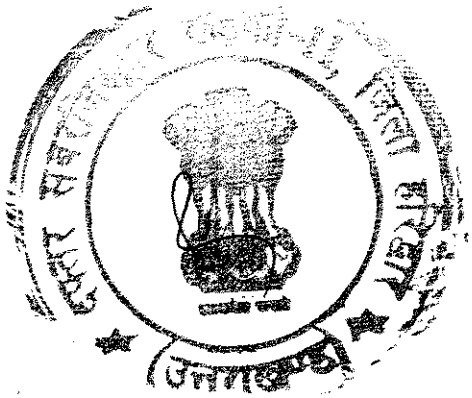


52. That the mutual notices shall be served upon the parties on their respective address given by registered mail.

SCHEDULE

Details and Particulars of the Land Owned by the Land Owners

Sl. No.	Name of Owner	Village	New Khasara No	Are in Hactares
1	Dev Pal	Beldi Salhapur	66	1.6325
	TOTAL			1.6325

in **Village Beldi Salhapur Pargana and Tehsil Roorkee, District Haridwar, Uttarakhand,** delineated by red lines in the plan attached and bounded and butted as under:-

In the East - Khasra no 65

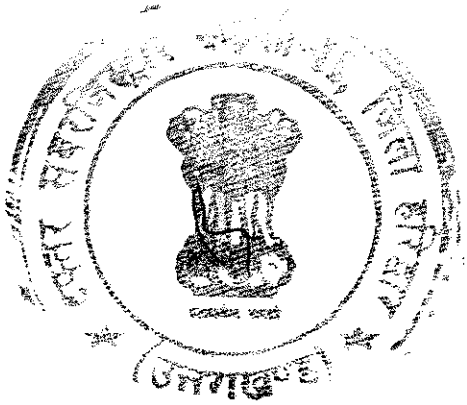
In the West - Khasra no 68/1

In the North - Khasra no 65

In the South - Road 9 Mtr.

WITNESSES WHEREOF the First Party,Second Party and Third Party have put down their respective signatures on this agreement on the day, month and year first above written.

LAND OWNERS



उत्तराखण्ड शासन

Online Public Data Entry Summary

UKPDE2022075220032

DISTRICT NAME :हरिद्वार SRO :

UKPDE2022075220032 31-Aug-2022 15:57:42

Appointment Date: **Appointment Time:** **Appointment TokenNo:**

Deed/Article Type :Agreement with Possession

Sub-Deed/Sub-Article :Agreement with Possession

Village/Location For Index :बेलड़ी साल्हापुर

Village/Location/Road Selected for Circle RateList :बेलड़ी साल्हापुर

Khewat :

Khatoni :

Khasra :66

House/Flat No:

Area :1.6325 हैक्टेयर

Latitude -

Longitude 0.0000000000

Land Value :0.00

Construction Value :0.00

Transaction Value :0.00

Market Value :17142000.00

Advance :52595000.00

Lease Period :0.00

Avg. Rent :0.00

Stamp Duty :857500.00

Regn Fees :25000.00

Pasting Fees :140

Page :70

व्यवसायिक निर्माण का विवरण

क्र.सं	निर्माण का प्रकार	क्षेत्रफल

आवासीय निर्माण का विवरण

क्र सं	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण तल	ह्रास वर्ष	रहा

निबंधक शुल्क का विवरण

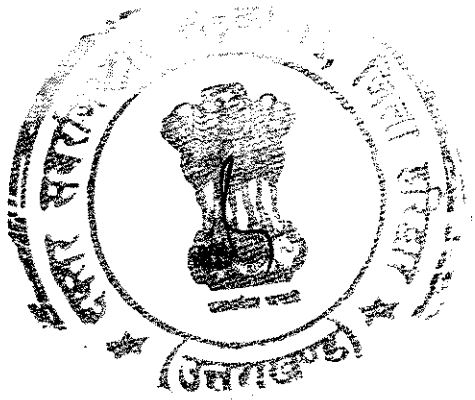
क्र सं	भुगतान की विधि	धनराशि	संदर्भ क्रमांक
1	Cash	25000.00	0

स्टाम्प शुल्क का विवरण

क्र सं	भुगतान की विधि	धनराशि	संदर्भ क्रमांक	जारी दिनांक	स्टांप विक्रेता आईडी
1	e-Stamp	857500.00	0	31-Aug-2022	0

देवगत

DEBI KAY SYSTEMS LTD. NEW DELHI



Appointment Date: Appointment Time: Appointment TokenNo:

पक्षकारों का विवरण

पक्षकार का प्रकार	पक्षकार का विवरण	हस्ताक्षर	व्यवसाय	पैन नं	मोबाइल नं	पहचान पत्र संख्या
विक्रेता / प्रथम पक्ष	श्री देव पाल पुत्र श्री आशाराम निवासी ग्राम बेलडी साल्हापुर परगना व तहसील रूडकी जिला हरिद्वार		FARMER		9759883408	ADHAAR : 9803 5556 1762
क्रेता / द्वितीय पक्ष	श्री देबी के सिस्टम प्राईवेट लिमिटेड अधिकृत हस्ताक्षरी अर्जुन मंगल पुत्र श्री अजय मंगल निवासी 22 आनन्द विहार दिल्ली-110092		Self employed		9560616077	ADHAAR : 6883 8110 2647
क्रेता / द्वितीय पक्ष	श्री उत्तराखण्ड आवास एंव विकास परिषद अधिकृत हस्ताक्षरी एसिसटेन्ट इंजिनियर विनोद चौहान पुत्र श्री अचपल सिंह निवासी उत्तराखण्ड आवास एंव विकास परिषद पंचम तल राजीव गांधी काॅम्पलेक्स डिस्पेंसरी रोड देहरादून		Self employed		0000000000	OTHERS : Govt. Id no – 032/UHUDA/2021
गवाह	श्री अशोक कुमार पुत्र श्री हरि सिंह निवासी ग्राम बेलडी साल्हापुर परगना व तहसील रूडकी जिला हरिद्वार		Self employed		9761580531	ADHAAR : 6785 4577 2660
गवाह	श्री गौरव वर्मा पुत्र श्री अमृत लाल वर्मा निवासी 98 ब्लाॅक-16, गली नम्बर-4, जोशी रोड, करोल बाग, नई दिल्ली-110005		Self employed		9915566999	ADHAAR : 3862 1033 8762

Deed Writer /Advocate Name :AMARDEEP SAINI

DEBI KAY SYSTEMS PVT. LTD. NEW DELHI

ROORKEE ADVOCATES ASSOCIATION

ROORKEE

Sl. No. 965 Date :.....

Sectary Sign.

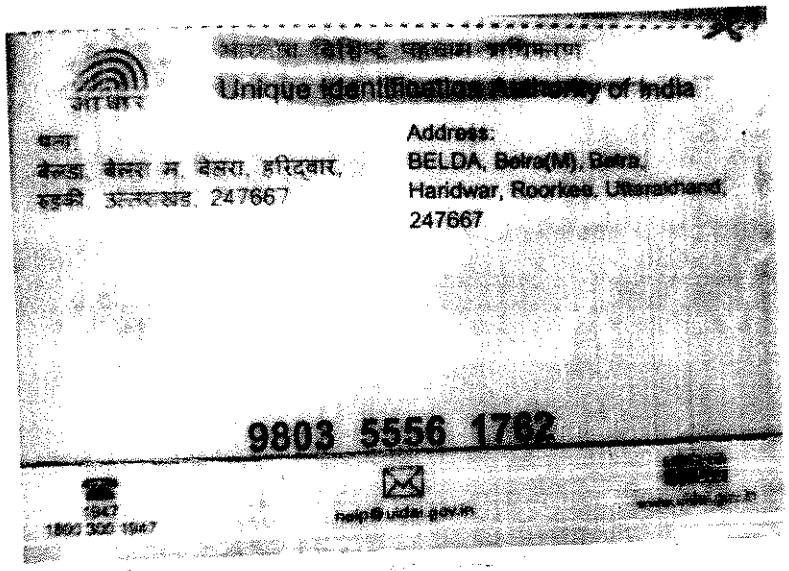
President Sign.

भारत सरकार
Government of India

देवपाल
DEVPAL
पिता : आशाराम
Father : AASHARAM
जन्म तिथि / DOB : 08/08/1959
पुरुष / Male

9803 5556 1762

आधार - आम आदमी का अधिकार

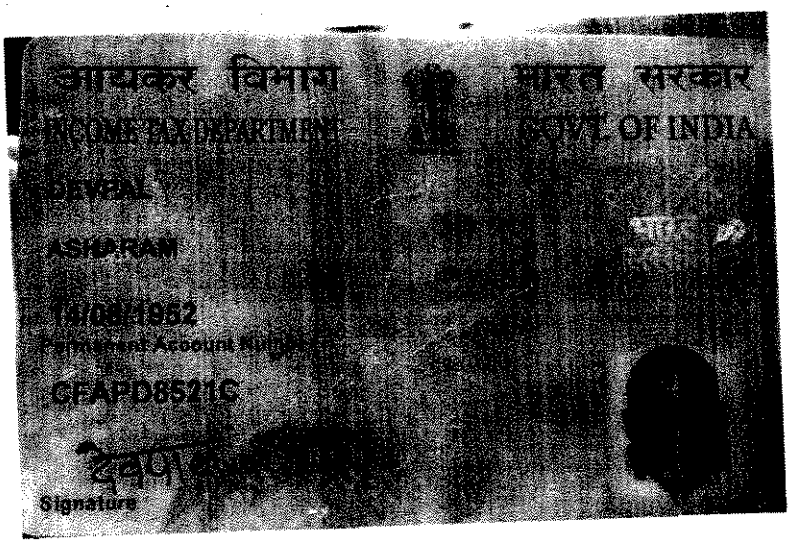


Unique Identification Authority of India

पता:
बेल्डा, बेलरा म, बेलरा, हरिद्वार,
रुड़की, उत्तराखंड, 247667

Address:
BELDA, Beira(M), Beira,
Haridwar, Roorkee, Uttarakhand,
247667

9803 5556 1762



आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

DEVPAL

ASHARAM

08/08/1959

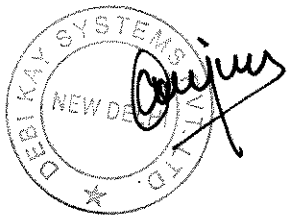
Permanent Account Number

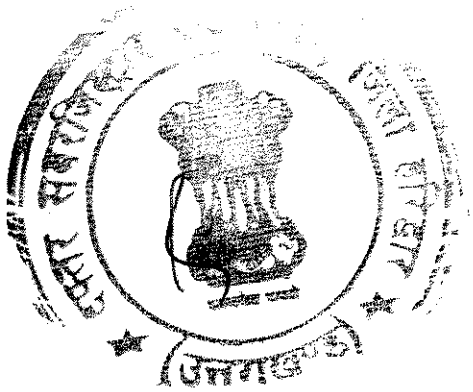
CFAPD8521C

Signature

देवपाल

5 यात्रा





[redacted]

Government of India

आधार

अर्जुन मंगल
Arjun Mangal
जन्म तिथि / DOB : 07/05/1994
पुरुष / Male

Issue Date: 03/08/2011

6883 8110 2647

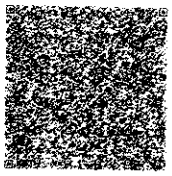
मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

CEAPM9565C



नाम / Name
ARJUN MANGAL

पिता का नाम / Father's Name
AJAY MANGAL

जन्म की तारीख
Date of Birth
07/05/1994

हस्ताक्षर / Signature

04082020

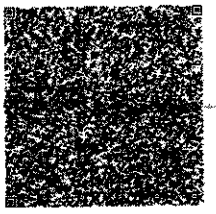
DEBI KAY SYSTEMS PRIVATE LIMITED

[redacted]

Unique Identification Authority of India

AADHAAR

पता: S/O अजय मंगल, ए-२२, आनंद विहार, दिल्ली, ईस्ट दिल्ली, दिल्ली, 110092
Address: S/O Ajay Mangal, A-22, ANAND VIHAR, Delhi, East Delhi, Delhi, 110092



Print Date: 18/04/2022

6883 8110 2647

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

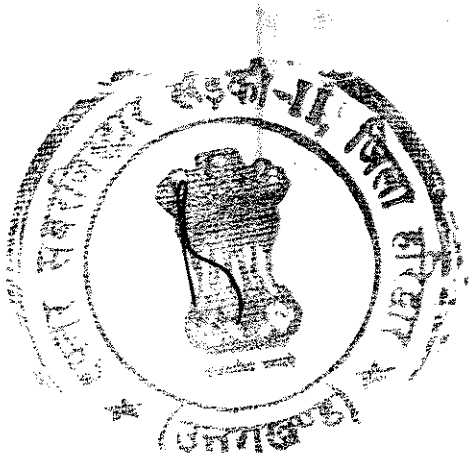
DEBIKAY SYSTEMS PRIVATE LIMITED

[redacted]

Permanent Account Number

10122014

DEBI KAY SYSTEMS PRIVATE LIMITED NEW DELHI



उत्तराखण्ड आवास एवं नगर विकास प्राधिकरण,

4th फ्लोर, राजीव गाँधी बहुउद्देश्यीय कॉम्प्लेक्स, किसेन्तरी रोड, देहरादून, उत्तराखण्ड

email- uhudauk@gmail.com टेलीफैक्स: 0135-2719500

पहचान पत्र संख्या : 032 / UHUDA / 2021

नाम : विनोद कुमार चौहान

पदनाम : सहायक अभियन्ता

पिता का नाम : श्री अचपल सिंह

पता : 08, अशोक पार्क, निरंजनपुर, देहरादून

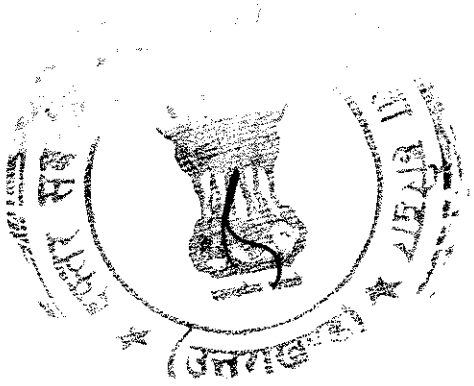
जन्मतिथि : 10 नवम्बर, 1967

ब्लड ग्रुप : B+

मोबाईल नम्बर : 8006406520

उत्तराखण्ड आवास एवं विकास परिषद सहा0 अभि0 देहरादून

DELTA SYSTEMS LTD. NEW DELHI



भारत सरकार
Government of India

अशोक कुमार
Ashok Kumar
जन्म तिथि/DOB: 01/01/1958
पुरुष/ MALE

Download Date: 25/03/2021

Issue Date: 14/11/2014

6785 4577 2660

VID : 9143 0033 5195 6884

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
आत्मज: हरी सिंह, ग्राम बेलडी सालहापुर धनौरेटी
ख्वाजीपुर, हरिद्वार
उत्तराखंड - 247667

Address:
S/O: Hari Singh, Gram Beladi Salhapur,
Dhandhedi Khwazgipur, Haridwar,
Uttarakhand - 247667

6785 4577 2660

VID : 9143 0033 5195 6884

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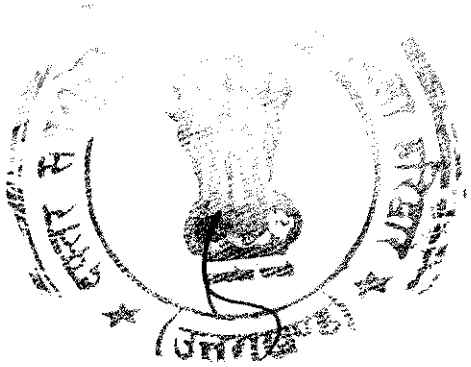
DEBI KAY SYSTEMS PVT. LTD. NEW DELHI



भारत सरकार
GOVERNMENT OF INDIA

Gaurav Verma
Year of Birth : 1983
Male

3862 1033 8762

आधार — आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O Amrit Lal Verma,
H.No. 98, Block - 16, Street No. - 4, Joshi Road, Karol Bagh, New Delhi, Central Delhi, Delhi, 110005

Address: S/O Amrit Lal Verma, H.No. 98, Block - 16, Street No. - 4, Joshi Road, Karol Bagh, New Delhi, Central Delhi, Delhi, 110005

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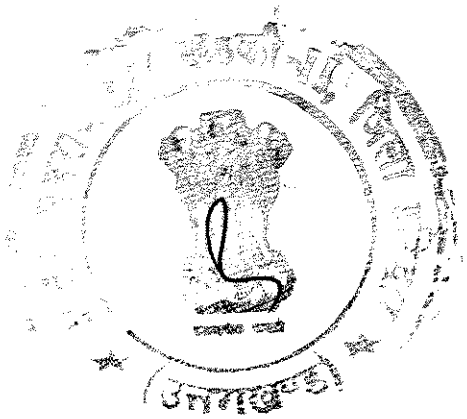
1800 180 1947

help@uidai.gov.in

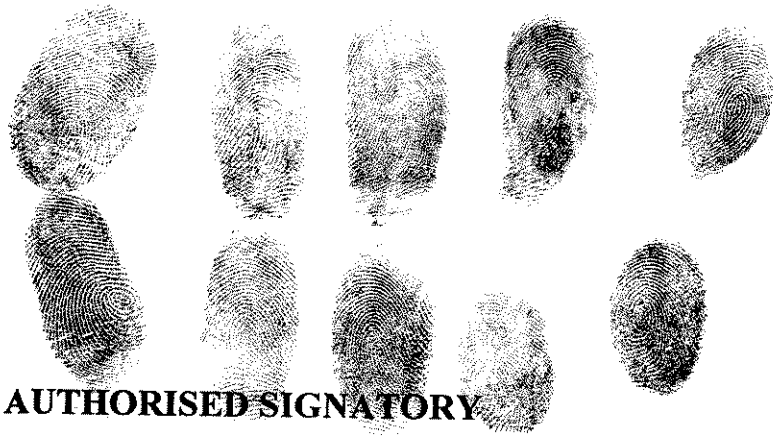
www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

DEEKAY SYSTEMS NEW DELHI



DEVELOPER(S)



AUTHORISED SIGNATORY

(UTTARAKHAND AWAS EVAM VIKAS PARISHAD)

Witnesses

1. Ashok Kumar S/o Shri Hari singh R/o Village Beldi Salhapur Pargana and Tehsil Roorkee, District Haridwar, Uttarakhand, Aadhar No- 6785 4577 2660, Mob No- 9761580531

2. Gaurav Verma S/o Shri Amrit Lal Verma R/o 98, Block-16, Street No- 4, Joshi Road, Karol Bagh, New Delhi-110005, Aadhar No- 3862 1033 8762, Mob No- 9915566999

Amardeep Saini
Advocate
Regn. No.-44/3/2004
Tehsil Court : Roorkee
Mob. No.-976003

Dated:- 31-08-2022

Drafted By:- Amardeep Saini Advocate, Roorkee.

KAY SYSTEMS PRIVATE LIMITED

KAY SYSTEMS PVT. LTD. NEW DELHI

बही संख्या 1 जिल्द 6,796 के पृष्ठ 267 से 336 पर क्रमाक 9116

पर आज दिनांक 31 Aug 2022 को रजिस्ट्रीकरण किया गया।

रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक,रुड़की,द्वितीय
31 Aug 2022