

SHANWAR SINGH
Deed Writer

HARIOM TIWARI
Deed Writer

26249



उत्तर प्रदेश UTTAR PRADESH

BK 238935

Joint Development Agreement

This Joint Development Agreement is made at Ghaziabad on September 10, 2014 by and between the following companies:

M/s M.R. PROVIEW REALTECH PVT. LTD. a company incorporated under the provisions of the companies Act, 1956, having it's registered office at 190, Saini Enclave, Vikas Marg, Delhi through its Authorized Signatory Mr. Pradeep Kumar Sharma s/o Shri Madan Pal Sharma r/o N-292-B, Sanjay Nagar, Sector -23 Ghaziabad duly authorized by Board Resolution dated 08.09.2014 passed in the Board Meeting which expression shall unless contrary for repugnant to the context here be include their executors and assign of successors here in after referred to as a party of the first part.

AND

M/s M.R. REALTECH LTD. a company incorporated under the provisions of the companies Act, 1956 having it's registered office at 190, Saini Enclave, Vikas Marg, Delhi through its authorized signatory Mr. Rajendra Prasad Tiwari s/o Shri T.N. Tiwari r/o J-2, Janta Colony, Mahendra Enclave, Shastri Nagar, Ghaziabad duly authorized by Board Resolution dated 08.09.2014 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be include their executors and assign of successors here in after referred to as party of Second part.

For M.R. PROVIEW

[Signature]
Authorized Signatory
Auth. Sign.

[Signature]
Authorized Signatory

HARIOM TIWARI
Deed Writer



30 JUN 2014

क्रम सं० 65

स्टाम्प क्रय करने का प्रमाण पत्र
स्टाम्प क्रय का नाम व पता

MR. PRO. TECH PVT. LTD.
Saini Enclave,
110092, India

2121 5734

स्टाम्प की धनराशि 100/-
जय भगवन् शर्मा स्टाम्प डिजाइन लाइसेंस नं०-417
लाइसेंस की अवधि 31-3-2015
चैम्बर नं०-17A तहसील कम्पलन्ड, गाजियाबाद

विक्रय अनुबंध विलेख

प्रतिफल	मालिक	अग्रिम धनराशि	फीट रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द नगण्य
श्री	श्री. एम आर प्रोव्यू रिपलर्ट प्रा० लि० द्वारा प्रदीप कुमार शर्मा	100.00	60	160.00	3,000	
पुत्र श्री	मदन पाल शर्मा					
स्वामि अथवा अन्य						
निवासी स्थान	190 सीटी इन्कलेव विकास मार्ग दिल्ली					
अस्थायी पता						
ने वह लेखक इस कार्यालय में	दिनांक 16/9/2014	समय 12:59PM				
वर्गे निबन्धन हेतु पेश किया।						



रजिस्ट्रार अधिकारी के हस्ताक्षर
पी० के० अस्थाना
उप निबन्धक (चतुर्थ)
गाजियाबाद
16/9/2014

निष्पादन लेखक बाद सुनने व समझने के लिये व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
किशोरा केला

श्री. एम आर प्रोव्यू रिपलर्ट प्रा० लि० द्वारा प्रदीप
कुमार शर्मा
पुत्र श्री मदन पाल शर्मा
पेशा अन्य
निवासी 190 सीटी इन्कलेव विकास मार्ग दिल्ली



श्री. एम आर रिपलर्ट प्रा० लि० द्वारा राजेश प्रसाद
रिवासी
पुत्र श्री टी एन तिवारी
पेशा अन्य
निवासी 190 सीटी इन्कलेव विकास मार्ग दिल्ली



ने निष्पादन स्वीकार किया।
किशोरा पहचान श्री सुनील कुमार
पुत्र श्री ब्रह्म सिंह
पेशा गृहिणी
निवासी तह कम्प गाजियाबाद
पुत्र श्री दीपक
पुत्र श्री ब्रह्म सिंह
पेशा अन्य
निवासी तह कम्प गाजियाबाद
ने की।

(Signature)
(Signature)



रजिस्ट्रार अधिकारी के हस्ताक्षर
पी० के० अस्थाना
उप निबन्धक (चतुर्थ)
गाजियाबाद
16/9/2014

AND

M/s SANJEEV ARORA AND COMPANY INFRASTRUCTURE LTD, a company incorporated under the provisions of the companies Act, 1956, having its registered office at B-202, Vivek Vihar, Phase-I, Delhi-110095 through its authorized signatory Mr. Om Bir Singh S/o Shri Ranjeet Singh R/o Raispur, Ghaziabad duly authorized by Board Resolution dated 08-09-2014 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be include their executors and assign of successors hereinafter referred to as a party of Third part

Whereas all the above three companies/land owning companies having land bank for group housing project in Village Behra Hazipur, Pargana Loni, Tehsil & Distt. Ghaziabad which is almost adjoining to each other, hence all the land owning companies have similar interest and hereby of their freewill and consent are agreed to form an agreement for sell, development and construction of a Joint Real Estate Project at Village Behra Hazipur, District Ghaziabad and to appoint M/s M.R. PROVIEW REALTECH PVT. LTD. as Lead Member with an object of selling, developing and constructing of group housing project in the area of Village Behra Hazipur, Tehsil- Loni, Distt-Ghaziabad and make all expenditure in relation to this activity, to allot the property to the buyers, to sell the flats constructed/being constructed in the project viz. "Delhi-99" to the buyers, receive payments from them and to execute all necessary document such as allotment letter, flat buyer agreement, tripartite agreement and undertaking etc as may be required by flat buyers/financial institution/banks for the approval of group housing without requirement of any specific separate consent/approvals from other JDA (Joint Development Agreement) members in this regards. That M/s M.R. PROVIEW REALTECH PVT. LTD. shall have the authority to do all the aforesaid, execute/issue the aforesaid documents for & on behalf of entire JDA (Joint Development Agreement).

NOW THIS JOINT DEVELOPMENT AGREEMENT AND ITS TERMS AND CONDITIONS AS ARE WITNESSED AS UNDER:-

1. Lead Member

1. All the JDA (Joint Development Agreement) members, have mutually decided to appoint M/s M.R. PROVIEW REALTECH PVT. LTD. a company incorporated under the provision of the companies act, 1956 having its registered office at 190, Saini Enclave, Vikas Marg, Delhi- 110092 as the Lead Member.

2. Date of Commencement/ Principal Place:-

This JDA (Joint Development Agreement) shall be deemed to have come into existence with effect from 10th September, 2014. The principal place of business of the JDA (Joint Development Agreement) shall be or such other places as may be mutually decided by the JDA (Joint Development Agreement) members. This JDA (Joint Development Agreement) shall be valid enforceable till the completion of the subject project.

3. Role of the Member

The roles and services of the members shall be decided jointly and with the consent of all the parties, however the Lead Member shall have final say in the matter.

For M.R.P.

[Signature]
For M.R. PROVIEW REALTECH PVT. LTD.
[Signature]
Auth. Sign.

HARION



विप्रेक्षा

Registration No.: 26249

Year 2014

Book No. 1

0101 मे. एम आर प्रोव्यूव रिगलट प्रा0 लि0 द्वारा प्रवीप कुमार शर्मा

मदन पाल शर्मा

100 सीनो इन्कलेव विकास मार्ग दिल्ली

अन्य



10. Confidentiality / Term

All the members shall be under obligation not to disclose any information of terms of this JDA (Joint Development Agreement) to any third party. All documents and information exchanged between the members, for the purpose of the project under the JDA (Joint Development Agreement), shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh. This JDA (Joint Development Agreement) embodies the entire understanding of the members and there are no promises, terms and condition or obligations, oral or written, expressed or implied other than those contains herein, and variation, modification or alteration of any of the provisions of this JDA (Joint Development Agreement) shall be binding on either party unless reduced in writing and signed by them or their duly authorized representatives as amendment to this JDA (Joint Development Agreement). The terms and conditions of this JDA (Joint Development Agreement) may be modified / amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the JDA (Joint Development Agreement) members.

11. Miscellaneous / Liability :

Nothing in this JDA (Joint Development Agreement) shall be construed providing for the sharing of the profit and loss arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or JDA (Joint Development Agreement) between the members. In no event shall the members of this JDA (Joint Development Agreement) have any obligation or liability to the other member or any remedy be available to the other members, except as expressly written herein. No party shall be liable, for any financial compensation arising out of the termination of the JDA (Joint Development Agreement), to other members of this JDA (Joint Development Agreement). No partner shall be liable to other Party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of one member or otherwise.

12. Notice

Any notice required pursuant to this JDA (Joint Development Agreement) shall be given in writing and shall be delivered by hand under acknowledgement or sending by facsimile or at their registered e-mail addresses as appearing in the beginning of this JDA (Joint Development Agreement).

13. Termination

This JDA (Joint Development Agreement) shall be terminated upon the arrival of the first of the following events

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of the Project.

14. Arbitration

All the members agree to settle amicably all disputes arising out of or concerning this JDA (Joint Development Agreement). In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the sole arbitrator to be decided by the Lead Member whose decision shall be binding. It is also agreed that the Sole Arbitrator for all the disputes shall be Sh. Sarvesh Kumar Sharma, Advocate, Chamber no. 1, Dist. Court, Ghaziabad.

For MR

[Signature]

For MR Res Tech Ltd

[Signature]

Auth. Sign

[Signature]

विक्रय अनुबंध विलेख

100.00

60

160.00

3,000

प्रतिफल

मासिक

अंशित धनराशि

कीमत रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

पुत्र श्री

व्यवसाय अन्य

निवासी स्थायी

अन्तर्भागी पता

वे यह लेखपत्र शुद्ध कार्यालय में

बने निबन्धन हेतु पेश किया।

मै. एम आर प्रोप्युव रियल्टी प्रा0 लि0 द्वारा प्रदीप कुमार शर्मा

मदन पाल शर्मा

190 सीनी इन्कलेव विकास मार्ग दिल्ली

दिनांक 16/9/2014

समय 12:59PM

रजिस्ट्री



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी0 के0 अस्थाना

उप निबन्धक (चतुर्थ)

गाजियाबाद

16/9/2014

निष्पादन लेखपत्र वाद भुनने व समझने मजबूत व प्राप्त धनराशि रु. प्रलेखनसार उक्त

विक्रेता

क्रेता

श्री मै. एम आर प्रोप्युव रियल्टी प्रा0 लि0 द्वारा प्रदीप कुमार शर्मा

पुत्र श्री मदन पाल शर्मा

पेशा अन्य

निवासी 190 सीनी इन्कलेव विकास मार्ग दिल्ली

रजिस्ट्री



श्री मै. एम आर रियल्टी प्रा0 लि0 द्वारा राजेन्द्र प्रसाद तिवारी

पुत्र श्री टी एन तिवारी

पेशा अन्य

निवासी 190 सीनी इन्कलेव विकास मार्ग दिल्ली

रजिस्ट्री



श्री मै. संजीव अरोड़ा एण्ड कम्पनी इन्फ्रा. लि द्वारा ओमवीर सिंह

पुत्र श्री रमजीत सिंह

पेशा अन्य

निवासी बी-202 विवेकविहार-1 दिल्ली

रजिस्ट्री



4. Shareholding basis in JDA (Joint Development Agreement):-

- a) The shareholding of all the members of the JDA (Joint Development Agreement) shall be decided later on.

5. Project Management Structure:

- a) M/s M.R. PROVIEW REALTECH PVT. LTD. will work as Private Developer and also as co-land owning and arrange land finance of the project in future and look after the implementation of the project entirely.

6. Project and Basis Sharing the Expenditure & Remuneration:

- a) It is decided that up to the allotment of flat in the Project Delhi-99, all cost towards development of project will be borne entirely by Lead Member.
- b) The Lead Member/JDA (Joint Development Agreement) may raise loan from the financial institutions/banks for the project and any shortfall in financing of the project shall be contributed by the members of the JDA (Joint Development Agreement).
- c) Any payment/deposit to be made in favour of Ghaziabad Development authority (GDA) either in form of cash or bank guarantee/security shall be arranged/paid by the Lead Member.
- d) Upon completion of the Project any profit and loss shall be shared by the JDA (Joint Development Agreement) members in ratio of their shareholding.

7. Bank account / Validity

The bank account(s) may be open in the name of the lead partner and the said account(s) would be operated under signature of party of JDA (Joint Development Agreement), that during the continuance of this JDA (Joint Development Agreement) the account(s) of the JDA (Joint Development Agreement) shall be closed every year on 31st day of March.

8. Right & duties of members

That the members of this JDA (Joint Development Agreement) shall have no right to assign any of its benefits, rights and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the JDA (Joint Development Agreement).

9. Governing Law / Waiver

This JDA (Joint Development Agreement) shall in respect be constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this JDA (Joint Development Agreement) and the said laws the latter shall prevail. The waiver for any member of breach of any term of this JDA (Joint Development Agreement) shall not prevent the subsequent enforcement of that term shall not be deemed to be a waiver of any subsequent breach.

For MR 11
For MR Realtech Pvt Ltd
Auth. Sign
MARION

क्रेता

Registration No. : 26249

Year : 2,014

Book No. : 1

0201 मै. एम आर रियल्टीक लि0 द्वारा राजेन्द्र प्रसाद शिवारी
टी एन शिवारी
190 रानी इन्कलेव विकास मार्ग दिल्ली
अन्य

Rajesh



क्रेता

Registration No. : 26249

Year : 2,014

Book No. : 1

0201 मै. एम आर रियल्टीक लि0 द्वारा राजेन्द्र प्रसाद शिवारी
टी एन शिवारी
190 रानी इन्कलेव विकास मार्ग दिल्ली
अन्य

Rajesh



0202 मै. संजीव अरोड़ा एण्ड कम्पनी इन्फा. लि द्वारा ओमवीर सिंह
रमजीत सिंह
बी-202 विवेक विहार-1 दिल्ली
अन्य

Omber



IN WITNESS WHEREOF the members have executed this JDA (Joint Development Agreement) on this 10th September 2014 and have caused this JDA (Joint Development Agreement) to be signed on their behalf in the manner set below:-

Witness

Signature

(1) Signature

Name: Sumil Kumar Sh. Badam Singh (For & on behalf of M/s M.R. PROVIEW REALTECH PVT.LTD.,

Address: Tehsil Campound S. Bad

For M.R. PROVIEW REALTECH PVT.LTD.

Sumil Kumar Sh. Badam Singh

(For & on behalf of

(2) Signature

Name: Rakesh Kumar Sh. R. B. Singh (For & on behalf of M/s M.R. REALTECH LTD.

Address: Tehsil Campound S. Bad

Rakesh Kumar Sh. R. B. Singh

For MR Real Tech Ltd

Rakesh Kumar Sh. R. B. Singh

(For & on behalf of

(3) Signature

Name:

Address:

(For & on behalf of M/s SANJEEV ARORA AND COMPANY INFRASTRUCTURE LTD.

Sanjeev Arora
Sanjeev Arora
Sanjeev Arora



Haroon Tiwari

HARON TIWARI
Deed Witness



Sanjeev Arora



Sanjeev Arora

आज दिनांक 16/09/2014 को

यही स. 1 जिल्द स. 28391

पृष्ठ स. 229 से 238 पर क्रमांक 26249

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना

उप निबन्धक (चतुर्थ)

गाजियाबाद

16/9/2014

