

HARIOM TIWARI

SHANWAR SINGH
Deed Writer

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 its 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 its 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

Mr. Pradeep Kumar Sharma
Authorized Signatory

Auth. Sign.

Mr. Rajendra Prasad Tiwari
Authorized Signatory

MARIOM TIWARI

Deed Writer



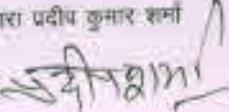
30 JUN 2014

क्रम सं०..... 65
रहाय क्रेय करने की अनुमति..... 51-MR-BRO/our RE41 TECH PVT. LTD.
रहाय करता हो नाम व पता..... 51-Saini Enclosure
रहाय की धनराशि..... 100/-
खाते भगवान शर्मा रहाय करता हो नाम व पता..... 51-Saini Enclosure
लाइसेन्स की उम्रपि 31-3-2015
चैम्बर न०-17A तहसील काम्पालन, गाजियाबाद ५०८८

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विकास अनुबंध विलेख

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प्रतिस्तान मालिक अग्रिम वनराजि फीह रोगदौ नकल व प्रति चुल्क दोनों तरफ तगड़ा
श्री मे. एम आर प्रोब्लू रियलट प्र० लि० द्वारा प्रदीप कुमार शर्मा
पुत्र श्री मदन पाल शर्मा 
आवश्यक अन्य
निवासी स्थानी 190 सैनी इन्कलेप विकास मार्ग दिल्ली
उम्हादी पता
ने यह लेखन इस बायोलिप वे दिनांक 16/9/2014 दरम 12:59PM
यहे विवरण हेतु पेश किया।



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

पी० के० अरथाना
उप निबन्धक (चतुर्थ)

गाजियाबाद

16/9/2014

नियादन लेखन वाद सुनने व समझने मजबूत व पाता धनराशि रु. प्रलयानुग्राह उक्त
प्रक्रिया

केता



श्री मे. एम आर रियलटेक लि० द्वारा दाखिल प्रशाद
रितारी
पुत्र श्री डी एन लियारी
पेशा अन्य
निवासी 190 सैनी इन्कलेप विकास मार्ग दिल्ली 



ने नियादन स्वीकार किया।

निवासी पहचान श्री सुरील कुमार

पुत्र श्री बहाम सिंह

पेशा गृहिणी

निवासी तह काम्प गाँवाद

उ की वीपक

पुत्र श्री बहाम सिंह

पेशा अन्य

निवासी तह काम्प गाँवाद

उ की :

एन्ड्राय भद्र विक्रिया के नियान अनुष्ठि नियानुग्राह नियाने हैं।



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

पी० के० अरथाना
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-110093 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 or 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-Behtha Hazipur, Pergaria 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-Behtha 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-Behtha 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, impartite 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:

- i. 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.

At 21/11/2014
Rahul Arora
For M.R. PROVIEW REALTECH PVT. LTD.

Auth. Sign.

MARLOM



चिकित्सा

Registration No.: 26249

Year: 2014

Book No.

0101 मे. एम आर प्रोब्लूम रियलटें प्राइवेट लिमिटेड प्रवीप कुमार शर्मा
मदन यात्रा शर्मा
190 सेनो इन्वालीज विकास नगर दिल्ली
उत्तर

२५१४/८१



10. Confidentiality / Term

All the members shall be under obligation not to disclose any information or 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 contained 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

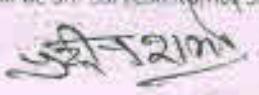
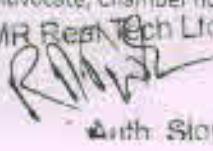
This JDA (Joint Development Agreement) shall be terminated upon the arrival of the first of the following events:

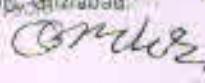
Rejection of the proposal by the Government of Uttar Pradesh.
Upon completion of the Project.

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, Distt. Court, Ghaziabad.

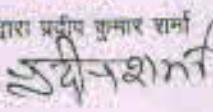
For M.P.I.

 For MR Ecom Tech Ltd

Auth. Sign.



विक्रय अनुबंध विलेख

100.00	60	160.00	3,000
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प्रतिकला	मालियत	अंगीन धनराशि	कैस रजिस्ट्री	बकल व पर्स शुल्क	गोग	शब्द लाभण्ड
श्री		गे. एम आर प्रौद्यूप रियलटे प्रॉ लि० द्वारा प्रतीप कुमार शर्मा				
पुत्र श्री		मदन पाल शर्मा				
वास्तव अन्य						
निवासी स्थानी	190 सेनी इन्कलेय विकास मार्ग दिल्ली					
उम्रकालीन पता						
दे यह सेवापत्र युक्त कार्यालय में	दिनांक 16/9/2014	समय 12:59PM				
बड़े निष्कर्ष नहु पेश किया।						



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना

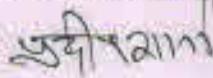
उप निबन्धक (चतुर्थ)

गाजियाबाद

16/9/2014

निष्कादम लेखपत्र वाले भूमि व समझने मजमूल व प्राप्त धनराशि से प्रलेखनदाता उल्लं
क्षिता

श्री मे. एम आर रियलटे क लि० द्वारा राजेन्द्र प्रसाद
कुमार शर्मा

पुत्र श्री मदन पाल शर्मा 
पेशा अन्य
निवासी 190 सेनी इन्कलेय विकास मार्ग दिल्ली



श्री मे. संजीव अरोडा एण्ड कम्पनी इन्का. लि० द्वारा
ओमचंद्र सिंह

पुत्र श्री रमजीत सिंह

पेशा अन्य

निवासी बी-202 विशेषविहार-1 दिल्ली



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 or 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 construed 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 M.R.

For MR Real Tech PVT LTD
R.M. Wadhwa
Authorised

MARIOM

फ्रेता

Registration No.: 26249

Year: 2,014

Book No.: 1

- 0201 मे. एम आर रियलटेक लि0 द्वारा राजेन्द्र प्रसाद शिंधारी
टी.एन शिंधारी
190 सेनी इन्हकलेप विकास यार्ग दिल्ली
अन्य

R.M.S



फ्रेता

Registration No.: 26249

Year: 2,014

Book No.: 1

- 0201 मे. एम आर रियलटेक लि0 द्वारा राजेन्द्र प्रसाद शिंधारी
टी.एन शिंधारी
190 सेनी इन्हकलेप विकास यार्ग दिल्ली
अन्य

R.M.S



- 0202 मे. संजीत अरोडा एण्ड कम्पनी इन्हका. द्वारा जोमवीर सिंह
रनजीत सिंह
टी-202 विषेष विहार-1 विल्ही.
अन्य

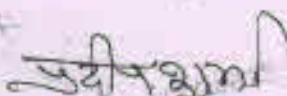
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IN WITNESS WHEREOF the members have executed this JDA (Joint Development Agreement) on this 10th
September 2014 and have caused this JDA (Joint Development Agreement) to be signed on their behalf in
the manner set below:-

Witness:

Signature

For M.R. Real Tech Ltd


(1) Signature:

Name: Sunil Kumar & R.B. Singh (For & on behalf of
M/S M.R. PROVIEW REALTECH PVT.LTD.)
Address: Tehsil Compound T.Bad

(For & on behalf of

M/S M.R. PROVIEW REALTECH PVT.LTD.)


Rakesh
For MR Real Tech Ltd

(2) Signature:

Name: Rakesh Kumar & R.B. Singh (For & on behalf of
M/S M.R. REALTECH LTD.)
Address: Tehsil Compound T.Bad

(For & on behalf of
M/S M.R. REALTECH LTD.)

(3) Signature:

Name: M/S SANJEEV ARORA AND COMPANY INFRASTRUCTURE LTD.
Address: Dwarka, 31, Badarpur, New Delhi, India

(For & on behalf of

M/S SANJEEV ARORA AND COMPANY INFRASTRUCTURE LTD.)



आज दिनांक 16/09/2014 को

बही सं 1 जिल्हा सं 28391

पृष्ठ सं 229 से 238 पर क्रमांक 26249

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना

उप निवन्धक (चतुर्थ)

गाजियाबाद

16/9/2014

