

पंजाब PUNJAB

AN 698470



**AGREEMENT BETWEEN LAND OWNER AND PROMOTER/DEVELOPER OF THE PROJECT**

This agreement is made and entered at Zirakpur on 24/09/2021 by and between:-

Whereas, Smt. Randhir Kaur D/o Balwant Kaur, Sh. Kirpal Singh, Sh. Mehar Singh, Sh. Baldev Singh (Self and attorney Holder of Sh. Kehar Singh) sons of Sh. Chuhan Singh R/o Village – Dayalpura, Distt- SAS Nagar, owner of the land measuring 20 Bigha – 16 Biswa- 11 Biswansi bearing Khasra numbers 980(2-12), 981(3-14), 979(1-6-10), 978(1-4), 795(3-0), 796(4-0), 797(3-0), 798(1-15-1), 1223/800(0-5) (hereinafter referred to as First party).

And Whereas M/s. Shiva Developers with its registered office at Shop no.-10, first floor, Royal Business Park, Chd – Ambala Highway, Zirakpur, SAS Nagar, is the promoter of the project- MOTIA AERO GREENS situated at Village – Dayalpura, H.B No.-289, Sub-tehsil – Zirakpur, SAS Nagar, Punjab (hereinafter referred to as Second party).

24 SEP 2021

Land owner and Promoter shall collectively be referred to as the “Parties” and individually be referred as “Party” where the context permits.

गृहपति रंज

BS

Kusd smg

L.T.I.



For Shiva Developers

Partner



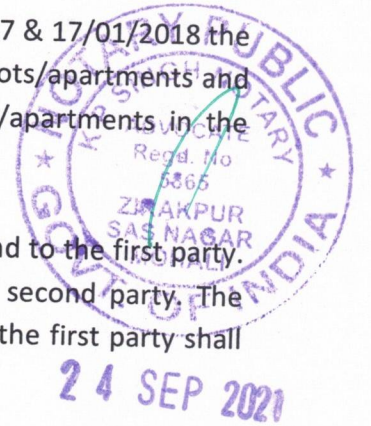
Whereas the First Party has entered into irrevocable Letter of consent dated 16/12/2017 & 17/01/2018 with the Second Party for a land measuring 20 Bigha – 16 Biswa- 11 Biswansi bearing Khasra numbers 980(2-12), 981(3-14), 979(1-6-10), 978(1-4), 795(3-0), 796(4-0), 797(3-0), 798(1-15-1), 1223/800(0-5).

Whereas the First party has already executed legal title deeds vide Vasika No.-2021-22/13/1/1497 dated 30/04/2021 & Vasika No.-2021-22/13/1/3701 dated 07/07/2021 IN FAVOUR OF THE Second Party for an area measuring 5 Bigha – 2 Biswa- 1 Biswansi against the above mentioned Letter of Consent dated 16/12/2017 & 17/01/2018.

**The agreement between the parties for the project is being executed for Land under consent.**

**NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein both the Parties agree as follows:**

1. The Second Party had already paid an amount of Rs. 3.5 Crore towards an initial consideration of project land under consent and agrees to pay the balance amount in \_\_\_\_\_ instalments over a period of 3 years.
2. The First Party grants rights to Second Party to develop the colony as per approved layout plan, develop/construct plots/apartments and the Second Party would obtain all project approvals and develop/construct plots/apartments.
3. In supersession of clause no. 8 of Letter of Consent dated 16/12/2017 & 17/01/2018 the First Party grants selling/marketing rights to the Second Party for plots/apartments and the Second Party would undertake selling/marketing of the plots/apartments in the approved project in compliance with RERA provisions.
4. The second party shall make payment of due consideration of the land to the first party. The first party shall execute the land title deeds in favour of the second party. The process of payment by second party and execution of title deed by the first party shall be completed within 3 years.
5. In terms of clauses 12 of the consent letter dated 16/12/2017 & 17/01/2018 the first party has agreed with the second party to indemnify the purchaser of plot / apartment for any loss/ damage caused by him on account of any dispute between the first party and second party to the consent.



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Handwritten signature in blue ink.

Handwritten signature in blue ink.  
L.T.I. For Shiva Developers  
Partner

6. The first party agrees to become co promoter of the project as per RERA provisions and the second party does not have any objection to making first party as co promoter of the project.

IN WITNESS WHEREOF, the parties have executed this Agreement in the presence of witnesses on the day, month and year first above mentioned.

L.T.I.

For First Party

ਜਦਪੀਰ ਸ਼ਰ

*[Signature]*

Authorized Signatory

Witness 1

Scunde Sharma  
H 70, Tribune colony  
Zirakpur  
*[Signature]*

*[Signature]*

For Second Party

For Shiva Developers

*[Signature]*

Partner  
Authorized Signatory

Witness 2

BHOPINDER SINGH  
H 5057/18, DEHA BASTI

24 SEP 2021

ON DAY..... OF 20.....  
K.P. SINGH NOTARY APPOINTED UNDER  
THE NOTARY ACT 1952 AUTHENTICATE  
ATTESTED / EXECUTE OF ABOVE INSTRUMENT.

NOTARY ZIRAKPUR

