7347/20-06-2012 Bgsecb-23 Reg.



DEVELOPMENT AGREEMENT SUPPLEMENTARY

This Supplementary Development agreement is made at Gurgaon on this 20th day of June 2012.

BETWEEN

Rishirosh @ Rishipal / Rishilal – Bir Singh sons Sh. Pyare (Min Mikar No.1), son of Sh. Bihari (Min Mikar No. 2), Sultan – Bharat Singh – Karambir sons Sh. Umrao (Min Mikar No. 3), Pramil – Pradeep sons of Sh. Ranvir Singh (Min Mikar No. 4), Ajit Singh – Tejpal Singh – Satbir Singh – Rambir Singh sons of Sh. Mangeram (Min Mikar No. 5), residents of Village Bajghera, Tehsil and District Gurgaon (hereinafter collectively referred to as the FIRST PARTY / OWNERS) which expression shall include and mean their successors, successors in interest, legal heirs, attorneys, permitted assigns and all those clamming through them) of the **ONE PART.**

Rishi Rosh
S/o Pyare Lal
R/o Gur.

100
Agg.

प्रलेख न: 7347

दिनाँक 20/06/2012

(STAMP VENDOR) GURGAON (HR.) INDIA ★ RAM SAHAY
Sr. No. 41871
Date 19-06-2012
Sign

डीड सबंधी विवरण
डीड का नाम AGREEMENT
तहसील/सब-तहसील गुडगांवा गांव/शहर बजघेडा
भवन का विवरण
भूमि का विवरण
धन सबंधी विवरण
राशि 0.00 रुपये कुल स्टाम्प डयूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 0.00 रुपये पेस्टिंग शुल्क 2.00 रुपये
रूपये

Drafted By: Mahesh Kr. Chauhan, Adv.

यह प्रलेख आज दिनाँक 20/06/2012 दिन बुधवार समय 12:34:00PM बजे श्री/श्रीमती/कुमारी Rishirosh @ Rishpal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Pyare निवासी Bajghera, Gurgaon द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

Rishi Rosh Para वर्णित भेद

हस्ताक्षर प्रस्तुतकर्ता Adv. उप/सयुँक्त पँजीयन अधिकारी गुडगांवा

श्री Sultan, Pramil, Ajit Singh, Rishirosh @ Rishpal, Bir Singh, Tejpal Singh, Pradeep, Bharat Singh, Karambir, Satbir Singh, Rambir Singh

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Amitabh Chaudhuri दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Madan Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Keshar Singh निवासी C414, Brij Vihar, Ghaziabad, UP ने साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा यह साक्षी न:2 की पहचान करता है।

दिनाँक 20/06/2012

उप/सयुँक्त पँजीयन अधिकारी
गुडगांवा

THE SEAL OF REGISTRAR GURGAON

AND

M/s. Emaar MGF Land Ltd., a company registered under the Companies Act, 1956, having its registered office at ECE House, 28 K.G.Marg, New Delhi- 110001 acting through its Authorized Signatory, Mr. Amitabh Chaudhuri duly authorized by resolution dated 05 Jan 2007 (hereinafter referred to as the 'DEVELOPER') which expression shall include and mean its successors in interest, nominees, attorneys, assigns and all those claiming through it) of the **OTHER PART.**

WHEREAS the parties to this Agreement had executed a Development Agreement dated 22.01.2007, hereinafter referred to as the Said Agreement with respect to 10.7437 acres land in the revenue estate of Bajghera, Tehsil and District Gurgaon, hereinafter referred to as the **Said Land.** In pursuance of the Said Agreement, the Parties had applied to the Director, Town and Country Planning, Haryana for grant of a license for setting up of a Residential Group Housing Colony on the Said Land.

WHEREAS the Director General, Town and Country Planning, Haryana vide Memo No. LC-1337-JE (VA) - 2011/2038, dated 30.12.2011 has issued letter of intent (hereinafter referred to as the **Said LOI**) for grant of license on the Said Land on certain terms and conditions and has inter alia also called upon the parties here to enter in to a fresh agreement in continuation of the Said Agreement containing certain specific clauses and to submit the same.

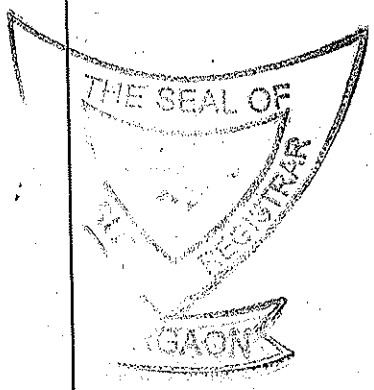
AND WHEREAS the parties hereto have agreed to execute this Supplementary Agreement in continuation of the Said Agreement containing Said specific clauses as required by the Director General, Town and Country Planning, Haryana vide the **Said LOI.**

NOW THIS SUPPLIMENTARY AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:-

1. That the Developer shall be responsible for the compliance of all the terms and conditions of the license / provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Rules framed there under till grant of final completion certificate to the colony or relieved of the responsibility by the Director General, Town and Country Planning, Haryana whichever is earlier.

Reg. No.	Reg. Year	Book No.
7,347	2012-2013	1

पेशकर्ता	Rishirosh @ Rishpal		
पेशकर्ता	Bir Singh		
पेशकर्ता	Sultan		
पेशकर्ता	Bharat Singh		
पेशकर्ता	Karambir		
पेशकर्ता	Pramil		
पेशकर्ता	Pradeep		
पेशकर्ता	Ajit Singh		
पेशकर्ता	Tejpal Singh		
पेशकर्ता	Satbir Singh		



Reg. No.	Reg. Year	Book No.
7,347	2012-2013	1

पेशकर्ता	Rambir Singh	
दावेदार	thru:- Amitabh Chaudhuri	
गवाह	Mahesh Kr. Chauhan	
गवाह	Madan Singh	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7,347 आज दिनाँक 20/06/2012 को बही नः 1 जिल्द नः 13,004 के पृष्ठ नः 32 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 2,201 के पृष्ठ सख्या 65 से 66 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 20/06/2012

उप/सयुंक्त पँजीयन अधिकारी
गुडगांवा


THE SEAL OF
GURGAON

2. That the Said Agreement shall be irrevocable and no modification / alteration etc. thereof will be undertaken by the parties except after obtaining prior approval of the Director General, Town and Country Planning, Haryana.

3. That the rest of the clauses, terms and conditions as duly agreed by the Parties and contained in the Said Agreement shall remain the same and be binding on the Parties.

4. This Supplementary Development Agreement shall be read as part and parcel of the Said Agreement and the Said Agreement shall be deemed to be amended to incorporate the understanding as recorded herein.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day, month and year first above written.

Drafted By :
Mahesh K. Chauhan
Advocate
Distt. Courts, Gurgaon

For and behalf of OWNERS

For and on behalf of DEVELOPER

Witnesses:

1. Mahesh K. Chauhan
Advocate, Gurgaon

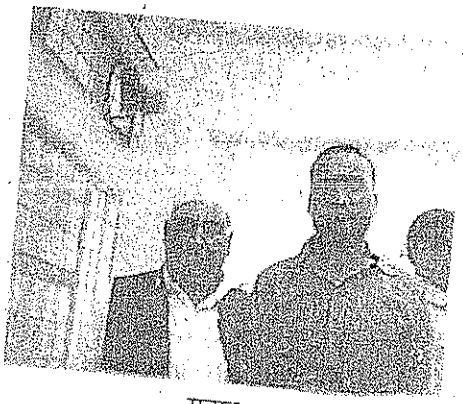
2. Madan Singh
S/o Keshar Singh
R/o Chak, Braj Vihar
Hariyakad (U.P.)



पेशकर्ता



दावेदार



गवाह



पेशकर्ता



उप /सयुंक्त पँजीयन अधिकारी

THE SEAL OF REGISTRAR GURGAON