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### DEVELOPMENT AGREEMENT

This Agreement is made at Karnal on this  $-14 \mu_{A}$  day of June, 2017 by and between:-

- Maestro Promoters Pvt. Ltd. having its registered office at 110, Indra Prakash,
  21, Barakhamba Road, New Delhi-110001 duly represented through its Authorised Signatory Mr. Nirmal Chand (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as First Party.
- Geo Connect Ltd. having its registered office at 110, Indra Prakash, 21,
  Barakhamba Road, New Delhi-110001 duly represented through its Authorised Signatory Mr. Nirmal Chand (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as Second Party.

Wrangler Builders Pvt. Ltd. having its registered office at 110, Indra Prakash, 21, Barakhamba Road, New Delhi-110001 duly represented through jts

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thru निर्मल चन्द ए.एस.(OTHER) उपरोक्तत पेशकर्ता व श्री/श्रोमती/कुमारी Ansal Hous	ing & Construction Ltd. मार्फन रामकमार सेल	की ए.एस. दावेदार हाजिर है। प्रस्तत प्रलेख
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Authorised Signatory Mr. Nirmal Chand (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as Third Party.

The parties of the First, Second and Third part hereinafter collectively referred to as 'Associate Companies'/"Landowners".

Whereas the Associate Companies are the Wholly Owned Subsidiaries of the Developer.

#### And

4. Ansal Housing & Construction Ltd., a company incorporated under Companies Act, 1956, and having its registered office at 15 UGF, Indraprakash, 21, Barakhamba Road, New Delhi-110001 and represented by its Authorised Signatory Mr. Ram Kumar Solanki (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as 'The Developer'.

Whereas the Developer has acquired land in Kasba Karnal, Tehsil & District Karnal (Haryana) and has also caused the associate companies mentioned hereinabove to acquire adjoining land areas so that a scheme for development of residential colony can be formulated and necessary approval for the same can be obtained from the relevant Government Authorities.

Whereas the aforessaid parties hereto have agreed individually to acquire lands in the adjoining areas at the instance of the Developer in Village Kasba Karnal, and other adjoining villages in Tehsil and District Karnal (Haryana). The acquisition of land has been done for the development of a residential scheme and for this purpose the Associate Companies have pooled in the pool the same with the land of the Developer Company for obtaining licenses from the State Government or Municipal Authorities as the case may be.

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Whereas the Associate Companies had entered into an Agreement dated 5<sup>th</sup> January, 2005 for pooling in any land acquired by such Companies for obtaining one or more licenses. The Developer has now applied for License under the "Deen Dayal Awas Yojna" recently introduced by the Government of Haryana by including the land area of 3.583 acres owned by the First Party, 0.718 acres of area owned by the Second Party and 0.45 acres of area owned by the Third Party with the land owned by the Developer. The areas owned by the First, Second and Third Party being made available by the Parties to the Developer for obtaining one or more sanctions under "Deen Dayal Awas Yojna" or under any other scheme of the Government of Haryana are shown in Annexure-1 enclosed.

Whereas as per current requirements, a registered Collaboration Agreement is required to be submitted with DGTCP, Haryana for issue of License and accordingly the Parties have executed this Agreement for the purpose of registration of the same with the conditions already agreed.

Whereas it is agreed that 65% of the developed area will belong to the Associate Companies/Landowners and 35% to the Developers.

Whereas the parties hereto desired that the terms and conditions so agreed upon between them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

## NOW THEREFORE, THIS DEED WITNESSETH AS UNDER :-

- That Associate Companies agree to offer land shown in Annexure-1 enclosed in Village Karnal Kasba, Village Karnal (Haryana) for development by the Developer under one or more residential schemes.
- 2. That the Associate Companies undertake to join the developer company in applying for the development licenses to the authorities concerned in Haryana by pooling and delivering the possession of such lands to the Developer Company to be developed and dealt in by the Developer Company in the manner set forth in these presents.

That the Developer Company shall be free to collectively develop the lands including the lands acquired and delivered by the associate companies in such

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प्रमाणित किया जाता है कि यह प्रलेख क्षमांक 2,585 आज दिनोंक 14/06/2017 को बहो न: 1जिल्द न: 566 के पृष्ठ सख्या 29 से 40 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ती और गलाहो ने अपने हस्ताक्षरभिशान अंगुता मेरे सामने किये है ।

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manner in its absolute discretion as is considered expedient by it but subject to and in accordance with the conditions, instructions, directions etc. issued by the State Government as condition for grant of development license/licenses.

- That in case any part of the lands acquired by the associate companies is 4. acquired by the Government for whatever reasons, the Developer company shall immediately make good to the associate companies any loss arising by way of such acquisition and all the costs and expenses for ensuing litigation regarding claim of compensation etc. The associate companies however undertake to do all such acts, deeds, things and matters as may be required for claiming the compensation etc. from the State Government. Immediately on such acquisition, the developer company shall adjust the cost of acquisition of the relevant land including other expenses and costs incurred by or on behalf of the associate company concerned against the interest free advances provided by the developer company to the associate companies and to that extent the interest free advances outstanding against the associate companies Any deficiency/surplus arising on settlement of shall stand reduced. compensation shall be borne/received by the Developer company. The compensation etc. so received or receivable shall be on the account of the Developer Company and the Associate Companies shall immediately make over the compensation received to the Developer Company, any deficiency of surplus being on the account of the Developer Company. ĥ
- 5. That lands will be developed and marketed/sold by the Developer Company entirely at its own cost, risk and expense and except for their entitlement to consideration stipulated in clause 8 infra, the associate companies shall not be liable for any share of deficiency or losses or be entitled to any share of surplus or profits, as the case may be, that may be incurred/made on the development and marketing/sale of these lands, complexes, homes etc. The advances provided by the Developer to the Associate companies will be adjusted by the Developer on receipt of licencses/sanctions.

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6. That none of the associate companies shall be liable for any loss, claim or demand from whatever quarter regarding these lands whether arising out of the breach of any sale or booking agreement, terms of grant of licence, prolongation or delay in the development and sale and force majeure

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circumstances. The Developer Company hereby undertakes to indemnify any indemnifies the associate companies against any such loss, demands, claims etc.

- 7. That the associate companies hereby nominate and authorise the Developer to proceed and carry out the development and marketing of the project and further undertake to execute such authorizations and attorney/s in favour of the developer company or its nominee as may be required from time to time by the Developer Company for the purpose of effectuating and implementing this agreement and to do all such acts, deeds, matters and things as may be lawfully required of them by the Developer Company in the above behalf
- 8. That in lieu of the above covenants undertaken by the Associate Companies, the Associate Companies shall be entitled to receive 65% of the sanctioned it replotted area. Balance 35% of the plotted area would belong to the Developer.

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- 9. That the Associate Companies will also have the liberty to surrender its entitlement to the Developer at a mutually agreed price and on payment plan as may be discussed.
- That the cost of land acquired and forming part of the project for which permissions/sanctions have been received by the Developer, will be debited by the Associate Company to the Developer Company on receipt of licence/permissions from the Government.
- 11. That none of the Associate Companies shall create any charge or lien of any kind or nature on these lands except with the consent and at the instance of and for the benefit of the Developer Company.
- 12. That in case for any reason whatever this agreement at any time becomes incapable of performance, void or unenforceable for whatever reasons including force majeure circumstances, the Developer Company shall not be entitled to demand or enforce the recovery of the interest free funds advances under this agreement and in lieu thereof, all the title, interests, or claims of the Associate Companies in the lands so acquired by them under this Agreement shall stand forfeited to the Developer Company at a price equivalent to the interest free funds/advances outstanding against the Associate Companies.

Likewise, credit shall also be given by the Developer Company to the Associate Companies in respect of all advances made by them out of the interest free funds provided by the Developer Company to the land owners for purchase of lands and outstanding against them pending execution of the sale deeds. The Associate Companies shall assign all their rights and interests in such advances in favour of/to the Developer Company.

13. That the agreement shall apply to the land already acquired by any of the associate companies in the proposed residential development scheme as mentioned hereinabove. The Developer Company will reimburse the actual cost of acquisition of land and also other incidental expenses incurred or to be incurred relating to the land so acquired to all such associate companies along with simple interest @ 12% per annum on the amounts invested by the associate companies out of their own resources.

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- 14. That wherever the Developer has made available funds to the Associate Companies for acquiring the land, the Developer would be entitled to recover the same with interest @, 12% p.a. The Associate Company will be entitled to leave developed plots in favour of the Developers or its nominees in settlement of such amount. This will be reimbursable to the Developer only when the License has been received. In case the parties decide to sell the land on 'As is where is basis', the Parties will mutually decide the percentage of sharing of its sale receipts.
- 15. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included in the proposed project. Such arrangements/agreements already entered into/to be entered into by the Developer Company with other parties shall not in any manner impair or prejudicially affect the rights and obligations of the Associate Companies under this agreement.

That Parties may in writing amend any of the terms and conditions contained herein.

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17. That in the event of any dispute arising between the parties or their legal representatives about the interpretation of this agreement or their respective rights and liabilities thereunder or any other matter whatsoever touching upon the agreement whether in the course of or on after the termination of the agreement the same shall be referred to one sole arbitrator to be appointed by Parties mutually and the decision of such Arbitrator shall be binding on all the Parties. The Venue of Arbitration will be at Delhi.

18. This Agreement shall be subject to jurisdiction of Courts at Karnal.

In witness whereof the parties hereto have signed this agreement on the date in presence of the following witnesses :

WITNESSES :-

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Geo Connect Ltd. (Authorised Signatory)

For and on behalkof



For and on behalf of Wrangler Builders Pvt. Ltd.

(Authorised Signatory)

For and on behalf of Maestro Promoters Pvt. Ltd.

(Authorised Signatory)

For and on behalf of Ansal Rousing & Construction Ltd. (Authorised Signatory)



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Annexure-1

1) Land owned by M/s Maestro Promoters Pvt. Ltd. in Kasba Karnal, Haryana-

Khasra No.	Area	Area taken	<u>Area in Acres</u>
	<u>B-B</u>	<u>B-B-B</u>	
9595	12-14	. 11-4-5	2.336
12727/9596	6-4	5-19-14	1.247
TOTAL		17-3-19	3.583

# . 2) Land owned by M/s Geo Connect Pvt. Ltd. in Kasba Karnal, Haryana

Khasra No.	Area	<u>Area taken</u>	Area in Acres	
	<u>B-B</u>	<u>B-B-B</u>		
9413	6-14	1-7-0	0.281	
9421	8-2	1-12-0	0.333	
9422	2-8	0-10-0	0.104	
TOTAL		3-9-0	0.718	

# 3) Land owned by M/s Wrangler Builders Pvt. Ltd. in Kasba Karnal, Haryana

Khasra No.	Area	Area taken	Area in Acres
_	<u>B-B</u>	<u>B-B-B</u>	
12457/9374	0-9	0-1-0	0.010
9413	. 6-14	0-13-0	0.135
9420	4-4	0-8-0	0.083
9421	8-2	0-16-0	0.167
9422	2-8	0-5-0	0.052
TOTAL,		2-3-0	0.447

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