

Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2405

GRN No.

86399464

ALCOHOLD BY BUT

Stamp Duty Paid: ₹ 101

Penalty: Sa Jan Con 1

05

## Seller / First Party Detail

Name:

Sagardutt Builders and developers Private limited

H No/Floor : 1st

Sector/Ward: Ph1

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village: Gurugram

District : Gurugram

State:

Phone:

98\*\*\*\*\*10

Haryana

Buyer / Second Party Detail

Name :

Off limited

H.No/Floor: 3rd

Sector/Ward : Ph1

LandMark: Difshoppingmall arjunmary difcity

City/Village: Gurugram Phone:

98\*\*\*\*\*10

District: Gurugram

State !

Haryana

Purpose:

Agreement

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website thos Westerflay risk in

### THIRD SUPPLEMENTARY AGREEMENT

This Third Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 06.06.2014, Supplementary Agreement dated 28.01.2020 and Second Supplementary Agreement dated 08.03.2021, made at Gurugram on this 22nd day of March 2022;

### BY AND BETWEEN

M/s. Sagardutt Builders & Developers Pvt, Limited (PAN No. AAKCS9144E), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana-

Sagardutt Builders & Developers Private Limited

Limited A

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील हरसरू

गांव/शहर

हयातप्र

## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्य इयुटी की राशि 3 रुपये

स्टाम्प नं : g0s2022a2405

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:86477564

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: SELF

Service Charge: 200

यह प्रतेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:57:00 PM बजे श्री/श्रीमती /कुमारी

Sagardutt Builders and Developers Pvt Ltdthru Naveen Chowdhary and Ravi Raj SinghOTHER. निवास Guaugram द्वारा वंजीकरण हेत् प्रस्त्त किया गया |

पंजीयन अधिकारी (हरसरू)

हरताक्षर प्रस्तुतकर्ता

Sagardutt Builders and Developers Pvt Ltd

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Ltd thru Nacendra SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षो

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता -- निवासी Adv Garagram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जमनते हैं तथा वह साक्षी नं:2 की पहचान करता है |

HARSARU

उप/सर्यक्त पंजीयन अधिकारी( हरसरू )

122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 14.04.2021 of the One Part;

#### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 06.06.2014 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 5491 on 06.06.2014, Supplementary Agreement dated 28.01.2020 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6759 on 03.02.2020 and Second Supplementary Agreement dated 08.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4446 on 08.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a residential colony with respect to its land measuring 5 Kanal 15 Marlai.e. or say 0.71875 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

Sagardutt Builders & Developers Private Limited

Limited .

Reg. No.

Reg. Year

Book No.

10393

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Chowdhary and Ravi Res SinghOTHER Sagardutt Builders and

Developers Pvt Ltd\_

दावेदार :- thru Narendra SinghOTHERDLF

Ltd

बाबाइ 1 :- Shiv Kumar

गवाह 2 :- Vikas

प्रमाण पत्र

HARBARY

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10393 आज दिनांक 22-03-2022 को बही ने 1 जिल्द ने 43 के पृष्ठ ने 10.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द ने 925 के पृष्ठ संख्या 75 से 76 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है |

दिनांक 22-03-2022

उप/सयुंक्त पंजीयन अधिकारी( हरसरू )

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

### NOW THIS AGREEMENT WITNESSES AS UNDER:

- 1. It is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony. Accordingly, the terms of Clause no. 2.4 of the Agreement dated 06.06.2014 stand superseded to this extent..
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc. for Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities

Sagardutt Builders & Developers Private Limited

DUF Limited



- under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.
- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- 6. That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Third Supplementary Agreement, the provisions of this Third Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

S. No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area	
1	M/s Sagardutt Builders & Developers Private Limited	712/751	Rectangle No 37, Kila No 13/2 (1-15), 14/1 (4-0) fields 2, area measuring 5 Kanal 15 Marla	full	5 Kanal 15 Marla	
Total					5 Kanal 15 Maria or 0.71875 acres	

Sagardutt Builders & Developers Private Limited

Limited 2



IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and year hereinabove written.

# LAND OWNER

M/s. Sagardutt Builders & Developers Pvt. Limited

Naveen Chowdhary

Ray Raj Singh (Authorised Signatories)

DEVELOPER

M/s. DLF Limited

Jayana Erickson

Anjana Bali (Authorised Signatories)

WITNESSES

SHIV KUMAR SINGH
 Advocate
 Advocate
 Gurugram

2.

Vicari Sio Sh. Aebak Kumar to F Comuny fauti Composit



Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2599

Stamp Duty Paid: ₹ 101

GRN No.

86399527

Penalty: fis Just (99)

₹0

Seller / First Party Detail

Name:

Ophira Builders and developers Private limited

H.No/Floor :

Sector/Ward: Ph1

Sector/Ward : Ph1

District: Gurugram

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village : Gurugram

District: Gurugram

State:

Haryana

Phone:

98\*\*\*\*\*10

Name:

Phone:

**DIT limited** 

H.No/Floor: 3rd

City/Village: Gurugram

98\*\*\*\*\*10

Purpose: Agreement

Buyer / Second Party Detail

LandMark: Difshoppingmall arjunmary officity

State:

Haryana

The authenticity of this document can be verified by scarning this QrCode Through smart phone or on the website https://egrashyy.nic.in.

# SECOND SUPPLEMENTARY AGREEMENT

This Second Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 31.01.2020 and Supplementary Agreement dated 08.03.2021, made at Gurugram on this 22nd day of March 2022;

### BY AND BETWEEN

M/s. Ophira Builders & Developers Private Limited (PAN No. AAACO9279N), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st

Ophira Builders & Developers Private Limited

दिनांक:22-03-2022

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

हरसरू

गांव/शहर

हयातप्र

## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 3 रूपये

स्टाम्प नं : g0s2022s2599

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:86477743

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: SELF

Service Charge:200

यह प्रतेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:56:00 PM बजे श्री/श्रीमती /क्मारी

Ophira Builders and Developers Pvt Lidthru Naveen Chowdhary and Ravi Raj SignhOTHER विवास Gurugram द्वारा पंजीकरण हेत् प्रस्तृत किया गया |

हस्ताधेर प्रस्तुतकर्ता

Ophira Builders and Developers Pvt Ltd.

उप/संयुक्त पंजीयन अधिकारी (हरसरू )

उपरोक्त पेशकर्ती व श्री/श्रीमती /कुमारी DLF Lid thru Narendra SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता — निवासी Adv Garagram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar<sub>a</sub>

निवासी DLF Ggm ने की 🎠

साशी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साशी नं:2 की पहचान करता है |

उप/सर्युक्त पंजीयन अधिकारी( हरसरू )

HARSARU

Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana-122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 03.01.2020 of the One Part;

#### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 31.01.2020 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6755 on 03.02.2020 and Supplementary Agreement dated 08.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4447 on 08.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a colony which may include Group Housing, Commercial, Cyber, IT Park, Affordable Group Housing colony, Deen Dayal Jan Awas Yojna-Affordable Plotted Housing Policy 2016, New Integrated License Policy, Township etc., as permitted under the various laws, policies which are in force or which may come into force in the future, with respect to its land measuring 10 Kanal 2 Marla 4 Sarsai i.e. or say 1.265 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

Ophira Builders & Developers Private Limited

LF Limited

Reg. No.

Reg. Year

Book No.

10388

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Chowdhap and Rav

Developers Pvt Ltd

दावेदार :- thru Narendra singhOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

SignhOTHER Ophira Builders and

प्रमाण पत्र

HARSARU

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10388 आज दिनांक 22-03-2022 को बही ने 1 जिल्द ने 43 के पृष्ठ ने 9 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द ने 925 के पृष्ठ संख्या 65 से 66 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं |

दिनांक 22-03-2022



AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

#### NOW THIS AGREEMENT WITNESSES AS UNDER:

- In pursuance of Clause 1.3 of the Agreement dated 31.01.2020, it is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- a. All expenses and costs in relation to the approvals and other government levies etc. for the Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and/or independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. In case the Developer opts out to purchase the Said Land, the Land Owner shall join as a confirming party/vendor along with the Developer as the Vendor/Seller in the sale deeds for the developed plots on the Said Land and/or independent floors in favour of the prospective purchasers.

Ophira Builders & Developers Private Limited

BLF Limited



- d. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.
- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- 6. That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Second Supplementary Agreement, the provisions of this Second Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	Ophira Builders & Developers Private Limited	60/60	Rectangle No 38, Kila No 9 min (2-2-4) 12 (8-0) fields 2, area measuring 10 Kanal 2 Marla 4 Sarsai	full	10 Kanal 2 Marla 4 Sarsai
		10 Kanal 2 Marla 4 Sarsai Or 1.265 acre (approx.)			

Ophira Builders & Developers Private Limited

IF Limited



IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year hereinabove written.

# LAND OWNER

M/s. Ophira Builders & Developers Private Limited

Naveen Chowdhary

Rayi Raj Singh (Authorised Signatories)

> DEVELOPER M/s. DLF Limited

cson

Anjana Bali
(Authorised Signatories)

WITNESSES:

1.

ithiV KUMAR SINGH Advocate listt. Courts, Gurugram

2.

Minar Sio Sh. Ashak Kundar DLE Comery Tract Circustin





Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

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Certificate No.

G0S2022A2144

GRN No.

Non Judioul

86399125

81 11 B 11 11 11 11 11 11 11

Stamp Duty Paid: ₹ 101

Penalty:

PA. Just Ores

Seller / First Party Detail

Name.

Akina Builders and developers Private limited

H.No/Floor:

Sector/Ward: Ph1

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village Gurugram

District: Gurugram

State:

Haryana

Phone:

98\*\*\*\*\*10

Buyer / Second Party Detail

Name:

Olf limited

H.No/Floor: 3rd

City/Village: Gurugram

Phone:

08\*\*\*\*\*10

Purpose:

Agreement

LandMark: Difshoppingmail argumaire diffet Sector/Ward: Ph1 District: Gurugram

State:

Haryana

The authenticity of this socument can be verified by scanning this OrCode Through smart phone or on the website https://egrashry.nic.in

## SECOND SUPPLEMENTARY AGREEMENT

This Second Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 31.01.2020 and Supplementary Agreement dated 05.03.2021, made at Gurugram on this 22nd day of March 2022;

### BY AND BETWEEN

M/s. Akina Builders & Developers Private Limited (PAN No. AAGCA3305B), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana-122002 (hereinafter referred to as the "Land Owner", which expression shall, unless

Akina Builders & Developers Private Limited

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

हरसरू

गांव/शहर

हयातपुर

## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इय्टी की राशि 3 रूपये

स्टाम्प नं : g0s2022a2144

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:86476843

पेस्टिंग शुल्क 3 रूपये

रुपये

Drafted By: SELF

Service Charge:200

यह प्रलेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:57:00 PM बजे श्री/श्रीमती /कुमारी

Akina Builders and Developers Pvt Lidthru Naveen Chowdhary and Ravi Raj SinghOTHER विवास Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/संयुक्त पजीयन अधिकारी (हरसरू )

हस्ताक्षेत्र प्रस्तृतकर्ता

Akina Builders and Developers Pvt Ltd.

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Lid thru Narendra SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने मुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता --- निवासी Adv Curugram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता हैं |

HARSAR

उप/सर्वेक्त पंजीयन अधिकारी( हरसरू )

repugnant to the context or meaning thereof, mean and include its, successors, nominees and assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 17.12.2021 of the One Part;

#### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 31.01.2020 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6754 on 03.02.2020 and Supplementary Agreement dated 05.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4411 on 05.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a colony which may include Group Housing, Commercial, Cyber, IT Park, Affordable Group Housing colony, Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Policy 2016, New Integrated License Policy, Township etc., as permitted under the various laws, policies which are in force or which may come into force in the future, with respect to its land measuring 16 Kanals 8.5 Marlas i.e. or say 2.053125 acres, out of which license has been granted for 15 Kanal 6 Marla i.e. or say 1.9125 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

Akina Builders & Developers Private Limited

LF Limited

Reg. No.

Reg. Year

Book No.

10391

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Chowdhary and Rayi Raj SinghOTHER Akina Builders and

Developers Pvt Ltd\_

दावेदार :- thru Narendra SinghOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

you-

प्रमाण पत्र

HARSARU

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10391 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ नं 9.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 925 के पृष्ठ संख्या 71 से 72 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है |

दिनांक 22-03-2022

उप/सयुंक्त पंजीयन अधिकारी( हरसरू )

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

### NOW THIS AGREEMENT WITNESSES AS UNDER:

- In pursuance of Clause 1.3 of the Agreement dated 31.01.2020, it is agreed between the
  Parties that the Developer has agreed to purchase the Said Land and the Developer shall be
  entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed
  plots on the Said Land executed either in its favour or in favour of its nominees/allottees or
  prospective purchasers, as the case may be, for a consideration to be paid by the Developer
  to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc. for the Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and/or independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. In case the Developer opts out to purchase the Said Land, the Land Owner shall join as a confirming party/vendor along with the Developer as the Vendor/Seller in the sale deeds for the developed plots on the Said Land and/or independent floors in favour of the prospective purchasers.
- d. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of

Akina Builders & Developers Private Limited

F Limited



- the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.
- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- 6. That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Second Supplementary Agreement, the provisions of this Second Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	Akina Builders & Developers Private Limited	398/416	Rectangle No 34, Kila No 18/1/1/2 min (1-1), 19/1/2 (0-2), 21/2 (6-16), 22 (7-7) fields 4, area measuring 15 Kanal 6 Marla	full	15 Kanal 6 Marla
			al 6 Marla 125 acre		

Akina Builders & Developers Private Limited

F Limited



IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year hereinabove written.

### LAND OWNER

M/s. Akina Builders & Developers Private Limited

Neveen Chowdhary

Ray Raj Singh

(Authorised Signatories)

## DEVELOPER

DLF Limited

i Erickson

Anjana Bali

a pali

(Authorised Signatories)

WITNESSES:

HIV KUMAR SINGH

Fisit. Courts, Gurugram

2.

1.

Victory Ciro Sh. Ashok Kumar Das Comany



Non Judicial



## Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2209

GRN No.

86399205



Stamp Duty Paid: ₹ 101

Penalty: The fire Con0.5

Seller / First Party Detail

Name:

Sagardutt Builders and developers Private limited

H.No/Floor: 1st

Sector/Ward: Ph1

District: Gurugram

District: Gurugram

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village: Gurugram

Phone.

98\*\*\*\*\*10

State:

Haryana

Buyer / Second Party Detail

Name:

Diff limited

H.No/Floor: 3rd

Sector/Ward: Ph1

LandMark: Difsyoppingmail arjunmary difety

City/Village: Phone:

Purpose:

Gurugram 98\*\*\*\*\*10

Agreement

Haryana State:

The authenticity of this document can be ventiled by scanning this CrCode Through smart phone or on the website https://eprastry.nic.in

# SECOND SUPPLEMENTARY AGREEMENT

This Second Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 31.01.2020 and Supplementary Agreement dated 09.03.2021, made at Gurugram on this 22nd day of March 2022;

### BY AND BETWEEN

M/s. Sagardutt Builders & Developers Private Limited (PAN No. AAKCS9144E), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor Shopping Mall Complex, Arjun Marg, DLF Phase I, DLF City, Gurugram, Haryana-122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and

Sagardutt Builders & Developers Private Limited

ryan & DLF Limited

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

हरसरू

गांव/शहर

हयातपुर

## धन सबंधी विवरण

राशि 1 रूपये

स्टाम्प इयूटी की राशि 3 रुपये

स्टाम्प नं : g0s2022a2209

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:86476990

पेस्टिंग शुलक 3 रुपये

रुपये

Drafted By: SELF

Service Charge: 200

यह प्रलेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:57:00 PM बजे श्री/श्रीमती /कुमारी

Sagardott Builders and Developers Pvt Lidthru Naveen Choudhary and Ravi Raj SinghOTHER विवास Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/संग्रंदत पंजीयन अधिकारी (हरसरू )

हेस्स्रोक्षर प्रस्त्तकर्ता

Sagardatt Builders and Developers Pvt Ltd

उपरोक्त पेशकर्ता व श्री/श्रीगती /कुगारी DLF Limited thru Narendra SinghOTHER हाजिर है । प्रतुत प्रसेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीShix Kumar पिता — निवासी Adv Garagram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

शाक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है |

उप/सर्युक्त पंजीयन अधिकारी( हरसरू )

assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 14.04.2021 of the One Part;

### AND

DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 31.01.2020 with the Developer which was registered before the Sub-Registrar, Gurugram, on vide Vasika no. 6756 on 03.02.2020 and Supplementary Agreement dated 09.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4475 on 09.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a colony which may include Group Housing, Commercial, Cyber, IT Park, Affordable Group Housing colony, Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Policy 2016, New Integrated License Policy, Township etc., as permitted under the various laws, policies which are in force or which may come into force in the future, with respect to its land measuring 1 Kanal 16 Marla i.e. or say 0.225 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

Sagardutt Builders & Developers Private Limited

F Limited

Reg. No.

Reg. Year

Book No.

10392

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Onoudhaly and Ray SinghOTHER Sagardutt Builders and

Developers Pvt Ltd\_ \

दावेदार:- thru Narendra SinghOTHERDLF

Limited

शवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

Asia

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10392 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ नं 10 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 925 के पृष्ठ संख्या 73 से 74 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 22-03-2022

उप/सर्युक्त पंजीयन अधिकारी( हरसरू )

### NOW THIS AGREEMENT WITNESSES AS UNDER:

- In pursuance of Clause 1.3 of the Agreement dated 31.01.2020, it is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc. for the Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and/or independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. In case the Developer opts out to purchase the Said Land, the Land Owner shall join as a confirming party/vendor along with the Developer as the Vendor/Seller in the sale deeds for the developed plots on the Said Land and/or independent floors in favour of the prospective purchasers.
- d. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of

Sagardutt Builders & Developers Private Limited

F Limited



the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreement and this Second Supplementary Agreement, the provisions of this Second Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01,2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	Sagardutt Builders & Developers Private Limited	399/417	Rectangle No 34, Kila No 19/2/2 (1-14), 20/2/2 (0-2) fields 2 area measuring 1 Kanal 16 Marla	full	1 Kanal 16 Marla 0.225 acre
Total				0.0000000000000000000000000000000000000	l, 16 Marla 225 acre

Sagardutt Builders & Developers Private Limited



IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year hereinabove written.

## LAND OWNER

M/s, Sagardutt Builders & Developers Private Limited

Naveen Chowdhary

Erickson

Rayi Raj Singh (Authorised Signatories)

DEVELOPER

Wara Gli

Anjana Bali

(Authorised Signatories)

WITNESSES:

Smiv KUMAR SINGH
 Advocate
 Lastr Courts, Gurugram

2.

Villas Sin Sin Assinix Kunda nul Calling Para Sameran

104

HARSARU HARSARU

10402

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2876

86399641



Stamp Duty Paid: ₹ 101

Penalty:

₹0

Seller / First Party Detail

Name:

GRN No.

Ophira Builders and developers Private limited

H.No/Floor: 1st

Sector/Ward: Ph1

LandMark: Shoppingmallcomplexarjunmargdifcity

City//illage: Gurugram

District: Gurugram

State:

Phone:

95\*\*\*\*\*\*10

Haryana

Buyer / Second Party Detail

Name:

Dif limited

H.NolFloor: 3rd

Sector/Ward: Ph1

LandMark: Difshoppingmall arjunmary difcits

Phone

City/Village: Gurugram 98\*\*\*\*\*10

District: Gurugram

Haryana State:

Purpose: Agreement

The authenticity of this document can be verified by scanning this GrCode Through smart phone or on the website https://egrashry.nid.in

### SECOND SUPPLEMENTARY AGREEMENT

This Second Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 08.02.2019 and Supplementary Agreement dated 09.03.2021, made at Gurugram on this 22nd day of March 2022;

#### BY AND BETWEEN

M/s. Ophira Builders & Developers Private Limited (PAN No. AAACO9279N), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana- 122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and

Ophira Builders & Developers Private Limited

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

हरसरू

गांव/शहर

हयातपुर

# धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इय्टी की राशि 3 रूपये

स्टाम्प नं : g0s2022s2876

स्टाम्प की राशि 101 रुपये

रजिस्टेशन फीस की राशि 100

EChallan:86477876

पेस्टिंग श्लक 3 रूपये

रुपये

Drafted By: SELF

Service Charge: 200

यह प्रलेख आज दिनाक 22-03-2022 दिन मंगलवार समय 4:07:00 PM बजे श्री/श्रीमती /क्मारी

Ophira Builders and Developers Pvt Lidthm Naveen Chowdhary and Ravi Raj SinghOTHER विवास Gurugram द्वारा पंजीकरण हेत् प्रस्तुत किया गया |

हस्ताक्षर पस्तृतकर्ता

Ophira Builders and Developers Pvt Ltd

उप/संयुक्त पंजीधन अधिकारी (हरसरू )

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Ltd thru Narendra SinghOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षी

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता --- निवासी Adv Congram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता हैं |

उप/संयुंक्त पंजीयन अधिकारी( हरसरू )

assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 21.01.2019 of the One Part;

### AND

DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Mr. Subhasish Panda, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 08.02.2019 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 5229 on 08.02.2019 and Supplementary Agreement dated 09.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4474 on 09.03.2021, (hereinafter collectively referred to as the "Said Agreements") as permitted under the various laws, policies which are in force or which may come into force in the future, with respect to its land measuring 3 Kanal 4 Marla i.e. or say 0.40 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No. 94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

Ophira Builders & Developers Private Limited

F Limited

Reg. No.

Reg. Year

Book No.

10402

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Chowdhan and Rayi Raj SinghOTHER Ophira Builders and

Developers Pvt Ltd

दावेदार: - thru Narendra SinghOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

there

प्रमाण पत्र

HE SEAL OF

HARSARU

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10402 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ नं 12.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 925 के पृष्ठ संख्या 93 से 94 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है |

दिनांक 22-03-2022

अप/सर्युक्त पंजीयन अधिकारी( हरसरू )

### NOW THIS AGREEMENT WITNESSES AS UNDER:

- 1. In pursuance of Clause 1.1 of the Agreement dated 08.02.2019, it is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc. for the Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

## 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and/or independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. In case the Developer opts out to purchase the Said Land, the Land Owner shall join as a confirming party/vendor along with the Developer as the Vendor/Seller in the sale deeds for the developed plots on the Said Land and/or independent floors in favour of the prospective purchasers.
- d. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

Ophira Builders & Developers Private Limited



- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Second Supplementary Agreement, the provisions of this Second Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	Ophira Builders & Developers Private Limited	60/60	Rectangle No 38, Kila No 9 min (3-4) field 1, area measuring 3 Kanal 4 Marla	full	3 Kanal 4 Marla
	Total				d 4 Maria .40 acre

Ophira Builders & Developers Private Limited



IN WITNESS WHEREOF the parties have signed this Agreement on the day, month and year hereinabove written.

# LAND OWNER

M/s. Ophira Builders & Developers Private Limited

Naveen Chowdhary

Raki Raj Singh

(Authorised Signatories)

DEVELOPER M/s. DLF Limited

Subhasish Panda (Authorised Signatories)

WITNESSES:

1. SHIV KUMAR SINGH

Hatt Courts, Gurugeam 2.



Nine Ratio al



# Indian-Non Judicial Stamp Harvana Government



Date: 19/01/2022

Certificate No.

GDS2022A1995

GRN No.

86399014



Stamp Duty Paid: ₹ 101

Penalty :

₹0

## Seller / First Party Detail

Name

Akina Builders and developers Private limited

H.No/Floor:

Sector/Ward: Ph1

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village: Gurugram

District : Gurugram

State: Haryana

Phone:

98\*\*\*\*\*10

Sector/Ward : Ph-1

District: Gurugram

Others: Ophira builders and developers private limes and developers and

developers private limited

Buyer / Second Party Detail

Name :

Dif limited

H.No/Floor: 3rd

City/Village: Gurugram

98\*\*\*\*\*10

Purpose:

Phone:

Agreement

LandMark: Difshoppingmall argundary effects

HARSARL

State:

Haryana

The authenticity of this document can be verified by scanning this CrCode Through smart phone or on the website https://egrashry.nic.in

### THIRD SUPPLEMENTARY AGREEMENT

This Third Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 18.06.2014, Supplementary Agreement dated 28.01.2020 and Second Supplementary Agreement dated 05.03.2021, made at Gurugram on this 22nd day of March 2022:

Akina Builders Developers Private Limited

Ophira Builders & Developers Private Limited

Sagardutt Builders & Developers Private Limited

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील हरसरू

गांव/शहर

हयातप्र

## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयुटी की राशि 3 रुपये

स्टाम्प नं : g0s2022a1995

स्टाम्प की राशि 101 रूपये

रजिरुदेशन फीस की राशि 100

EChallan 86476679

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: SELF

Service Charge:200

यह प्रलेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:55:00 PM बजे श्री/श्रीमती /कुमारी

Akiima Builders and Developers Pvt Ltd elethru Naveen Chowdhary and Ravi Raj SinghOTHER विवास Gurugram द्वारा पंजीकरण हेत् प्रस्तुत किया गया |

उप/संयंक्त पंजीयन अधिकारी (हरसरू )

हस्ताक्षर प्रस्तृतकर्ता

Alchina Builders and Developers Pvt Ltd etc.

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Ltd thru Narendra SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्ष

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता --- निवासी Adv Gungram व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

साधी नं: 1 को हम नम्बरदार /अधिवक्ता के रूप में जानते है तथा वह साधी नं: 2 की पहचान करता है |

उप/संयंक्त पंजीयन अधिकारी( हरसरू )

### BY AND BETWEEN

(1) M/s. Akina Builders & Developers Private Limited (PAN No.-AAGCA3305B), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana- 122002 through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 17.12.2021 (2) M/s. Ophira Builders & Developers Private Limited, (PAN No.-AAACO9279N) a company registered under the provisions of The Companies Act, 1956, having its registered office 1st Floor. Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Harvana- 122002 through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 03.01.2020 and (3) M/s. Sagardutt Builders & Developers Private Limited (PAN No.-AAKCS9144E), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana- 122002 through its duly Authorized signatories Mr. Naveen Chowdhary and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 14.04.2021 (hereinafter referred to as the "Land Owners", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and assigns) of the One Part;

### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owners' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

Akina Builders & V

Developers Private Limited

Ophira Builders & Developers Private Limited Sagardutt Builders & Developers Private Limited

BILF Limited

Reg. No.

Reg. Year

Book No.

10387

2021-2022







पेशकर्ता

दावेदार

गवाह

# उप/सयंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Chowdhary and Ravi Ravi Ray SinghOTHER Akhina Builders and

Developers Pvt Ltd etc\_

दावेदार :- thru Narendra SinghOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10387 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ में 8.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द ने 925 के पृष्ठ संख्या 63 से 64 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहाँ ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं |

दिनांक 22-03-2022

उप/सयुंक्त पंजीयन अधिकारी( हरसरू )

WHEREAS the Land Owners had entered into Agreement dated 18.06.2014 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6261 on 18.06.2014, Supplementary Agreement dated 28.01.2020 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6757 on 03.02.2020 and Second Supplementary Agreement dated 05.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4413 on 05.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a residential colony with respect to its land measuring 97 Kanal 4 Marla 5 Sarsai i.e. or say 12.15347 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, out of which license has been granted for 96 Kanal 18 Marla 5 Sarsai i.e. or say 12.11597 acres, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

### NOW THIS AGREEMENT WITNESSES AS UNDER:

It is agreed between the Parties that the Developer has agreed to purchase the Said Land
and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or
part thereof or the developed plots on the Said Land executed either in its favour or in
favour of its nominees/allottees or prospective purchasers, as the case may be, for a
consideration to be paid by the Developer to the Land Owner as per the prevailing circle
rate for a licensed residential plotted colony. Accordingly, the terms of Clause no. 2.4
of the Agreement dated 18.06.2014 stand superseded to this extent..

Akina Builder & Developers Private Limited Ophira Builder & Developers Private Limited

Sagardutt Builders & Developers Private Limited

H Limited



2. The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force,

### 3. COST & EXPENSES

- a. All expenses and costs in relation to the approvals and other government levies etc. for Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER.

- The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and independent floors as per the present Agreement.
- b. The Land Owners hereby unconditionally accept that they have no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.
- 5. That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.
- 6. That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Third Supplementary Agreement, the provisions of this Third Supplementary Agreement shall supersede and prevail.

Akina Builders & Developers Private Limited

Ophira Builders Developers Private Limited Sagardutt Badlaers &

Developers Private Limited

Limited



7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

### Schedule A

## Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

S. No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	M/s Akina Builders & Developers Private Limited	326/338	Rectangle No 33, Kila No 18 (8-0), 19 (8-0) fields 2, area measuring 16 Kanal 0 Marla	full	16 Kanal 0 Marla
2	M/s Akina Builders & Developers Private Limited	401/419	Rectangle No 34, Kila No 16/2 (7-10), 17/2 (6-5) fields 2, area measuring 13 Kanal 15 Marla	full	13 Kanal 15 Marla
3	M/s Akina Builders & Developers Private Limited	398/416	Rectangle No 34, Kila No 18/1/1/2 min (1-16) field 1, area measuring 1 Kanal 16 Marla	full	1 Kanal 16 Maria

Akina Builder & Developers Private Limited

Ophira Buildels & Developers Private Limited Sagardutt Buildels & Developers Private Limited



	Total				al 18 Marla ursai i.e. 1597 acs
7	M/s Sagardutt Builders & Developers Private Limited	322/334	Rectangle No 33, Kila No 13/2 (6-18), 14/1/2 min (2-1) fields 2, area measuring 8 Kanal 19 Marla	full	8 Kanal 19 Marla
6	M/s Ophira Builders & Developers Private Limited	60/60	Rectangle No 38, Kila No 8 (7-18-0), 9 min (2-9-5), 13/1 (7-12-0) fields 3 area measuring 17 Kanal 19 Marla 5 Sarsai	full	17 Kanal 19 Marla 5 Sarsai
5	M/s Ophira Builders & Developers Private Limited	59/59	Rectangle No 33, Kila No 20 (8-0), 21 (7-7), 22 (7-7) fields 3, area measuring 22 Kanal 14 Marla	full	22 Kanal 14 Marla
4	M/s Akina Builders & Developers Private Limited	71/71	Rectangle No 38, Kila Ni 2 (7-15), 3 (8-0) fields 2, area measuring 15 Kanal 15 Marla	full	15 Kanal 15 Marla

Akina Builders (E)
Developers Private Limited

Ophira Builders & Developers Private Limited Sagardutt Burders & Developers Private Limited



IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and year hereinabove written.

## LAND OWNERS

M/s. Akina Builders & Developers Private Limited

Naveen Chowdhary

Ràt Raj Singh

(Authorised Signatories)

M/s. Ophira Builders & Developers Pvt. Limited

Naveen Chowdhary

Raw Rhj Singh

(Authorised Signatories)

M/s. Sagardutt Builders & Developers Pvt. Limited

Naveen Chowdhary

Raw Raj Singh

(Authorised Signatories)

DEVELOPER

M/s. DLF Limited

Jayant Erickson

mana bali

(Authorised Signatories)

WITNESSES:

1.

SHIV KUMAR SINGH Advancate Nistt, Courts, Gurugram 2.

VII 250 Sh. Achok Kulina DLF Galeriay Touch Gurughan







# Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2289

GRN No.

86399346



Stamp Duty Paid: ₹101

Penalty: (No Jaco (1964)

₹0

Seller / First Party Detail

Name:

Dif Home developers Limited

H.No/Floor:

1st

Sector/Ward: Ph3

LandMark: Dif gateway tower r block dif city

City/Village Gurugram

District: Gurugram

District: Gurugram

State:

Haryana

Phone:

98\*\*\*\*\*\*10

Buyer / Second Party Detail

Sector/Ward: Ph1

LandMark: Difshoppingmak arjunmarg difcity

City//illage: Gurugram Phone:

Name:

Dif limited

98\*\*\*\*\*10

Purpose: Agreement

H.No/Floor: 3rd

State

Haryana

THIRD SUPPLEMENTARY AGREEMENT

The authenticity of this document can be verified by scanning this GrCode Through smart phane or on the website https://egrashry.nic.in

This Third Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 06.06.2014, Supplementary Agreement dated 06.02.2020 and Second Supplementary Agreement dated 05.03.2021, made at Gurugram on this 22nd day of March 2022;

#### BY AND BETWEEN

M/s. DLF Home Developers Limited, (PAN NO. AACCD0037H), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, DLF Gateway Tower, R Block, DLF City, Phase III, Gurugram, Haryana - 122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or

DLF Home Developers Limited

दिनांक:22-03-2022

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील हरसरू

गांव/शहर

हयातप्र

# धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 3 रुपये

स्टाम्प नं : g0s2022a2269

स्टाम्प की राशि 101 रुपये

रजिस्टेशन फीस की राशि 100

EChallan:86477185

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: SELF

Service Charge:200

यह प्रतेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:56:00 PM बजे श्री/श्रीमती /कुमारी

DLI Home Developers Lidibra Naveen ChowdharyOTHER | निवास Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हरताक्षर प्रस्तृतकती

DLF Home Developers Ltd

अधिकारी (हरसरू )

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Ltd thru Narendru SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता --- निवासी Adv Garagram व श्री/श्रीमती /क्मारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं, तथा वह साक्षी नं:2 की पहचान करता हैं |

HARSARU

दिनांक 22-03-2022

उप/सर्वक्त पंजीयन अधिकारी( हरसरू )

meaning thereof, mean and include its, successors, nominees and assigns) through its duly Authorized signatories Mr. Deshbandhu Gupta and Mr. Subhasish Panda, authorized vide Board Resolution, dated 28.10.2020 of the One Part;

### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Mg. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owner had entered into Agreement dated 06.06.2014 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 5490 on 06.06.2014, Supplementary Agreement dated 06.02.2020 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6877 on 07.02.2020 and Second Supplementary Agreement dated 05.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4410 on 05.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4410 on 05.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a residential colony with respect to its land measuring 49 Kanal 19.77 Marla i.e. or say 6.249 acres, out of which license has been granted for 49 Kanal 19 Marla i.e. or say 6.24375 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

DLF Home Developers Limited

Mark Ab

Reg. No.

Reg. Year

Book No.

10389

2021-2022

1







पेशकर्ता

दावेदार

गवाह

उप/सर्युक्त पंजीयन, अधिकारी

पेशकर्ता :- thru Naveen ChowdharyOTHER DLF Home Developers Ltd

दावेदार :- thru Narendra SinghOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas \_

....

## प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10389 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ नं 9.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 925 के पृष्ठ संख्या 67 से 68 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावंज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 22-03-2022

उप/सयुंक्त पंजीयन अधिकारी( हरसरू )

### NOW THIS AGREEMENT WITNESSES AS UNDER:

- It is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony. Accordingly, the terms of Clause no. 2.4 of the Said Agreement/stand superseded to this extent.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc. for Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

## 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.
- That the stamp duty and registration charges payable on this Agreement and any supplementary/ addendum agreement(s) shall be borne by the Developer.

DLF Home Developers Limited



- That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Naveen Chowdhary who has been authorized vide Resolution dated 28.10.2020 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Land Owner.
- 8. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr.Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram
(Jamabandi Year 2019-2020)

No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area	
1	M/s DLF Home Developers Limited	441/471	Rectangle No 37, Kila No 17 (8-0), 18 (8-0), 19/1 (0-2) fields 3, area measuring 16 Kanal 2 Marla	full	16 Kanal 2 Marla	
2	M/s DLF Home Developers Limited	708/747	Rectangle No 37, Kila No 5/2 (1-13), 6 (8-0), 15 (8-0) fields 3, area measuring 17 Kanal 13 Marla	full	17 Kanal 13 Marla	
3	M/s DLF Home Developers Limited	65/65	Rectangle No 38, Kila No 14/5 (0-4), 18 (8-0), 19 (8-0) fields 3, area measuring 16 Kanal 4 Marla	full	16 Kanal 4 Marla	
	Total				49 Kanal 19 Marla or 6.24375 acres	

DLF Home Developers Limited



IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and year hereinabove written.

# LAND OWNER

M/s. DLF Home Developers Limited

Deshbandhu Gupta

Subhasish Panda

(Authorised Signatories)

DEVELOPER

Anjana Bali

M/s. DLF Limited

Erickson

(Authorised Signatories)

WITNESSES:

1.

SHIV KURARI SINGH Distr. Course, Georgesia

2.

Than S/o Sh. Albert Kuntan our Commun Years Company



Non-Judeial



# Indian-Non Judicial Stamp Haryana Government



Date: 19/01/2022

Certificate No.

G0S2022A2347

GRN No.

86399410



Stamp Duty Paid: ₹ 101

Penalty:

0.5

Seller / First Party Detail

Name:

Akina Builders and developers Private limited

H No/Floor: 1st

Sector/Ward: Ph1

LandMark: Shoppingmallcomplexarjunmargdlfcity

City/Village: Gurugram

District: Gurugram

State:

Haryana

Phone:

98\*\*\*\*\*10

Buyer / Second Party Detail

Name:

Phone:

Diflimited

H.No/Floor: 3rd

Sector/Ward: Ph1

LandMark: Difshoppingmall arjunmary difeky

City/Village: Gurugram

98\*\*\*\*\*10

District: Gurugram

State: Haryana

Purpose: Agreement

HARSARU

The authenticity of this document can be verified by scanning this OrCode Through smart phone or on the website https://epsahry.nic.in.

# THIRD SUPPLEMENTARY AGREEMENT

This Third Supplementary Agreement ("Agreement") is a supplementary agreement to Agreement dated 06.06.2014, Supplementary Agreement dated 28.01.2020 and Second Supplementary Agreement dated 05.03.2021, made at Gurugram on this 22nd day of March 2022:

### BY AND BETWEEN

(1) M/s. Akina Builders & Developers Private Limited (PAN No. AAGCA3305B), a company registered under the provisions of The Companies Act, 1956, having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-I, DLF City, Gurugram, Haryana- 122002 (hereinafter referred to as the "Land Owner", which expression shall, unless repugnant to the context or meaning thereof, mean and include its, successors, nominees and

Akina Builders & Developers rivate Limited DLF Limited

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

हरसरू

गांव/शहर

हयातपुर

# धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 3 रूपये

स्टाम्प नं : g0s2022a2347

स्टाम्प की राशि 101 रुपये

रजिस्टेशन फीस की राशि 100

EChallan:86477400

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: SELF

Service Charge: 200

यह प्रलेख आज दिनाक 22-03-2022 दिन मंगलवार समय 3:56:00 PM बजे श्री/श्रीमती /कुमारी

Akina Builders and Developers Pvt Ltdthru Naveen Chowdhary and Ravi Raj SinghOTHER विवास Gurugram द्वारा पंजीकरण हेत् प्रस्तृत किया गया |

हरेहासिर् प्रस्तुतकर्ता

Akina Builders and Developers Pvt Ltd

उप/सर्युक्त पंजीयन अधिकारी (हरसरू)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF Lid thru Narender SinghOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीShiv Kumar पिता — निवासी Adv Gunggum व श्री/श्रीमती /कुमारी Vikas पिता Ashok Kumar

निवासी DLF Ggm ने की [

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते हैं तथा वृह साक्षी नं:2 की पहचान करता है |

HARSARU

उप/सयंक्त पंजीयन अधिकारी( हरसरू )

assigns) through its duly Authorized signatories Mr. Naveen Chowdhary and Ms. Anjana Bali, authorized vide Board Resolution, dated 17.12.2021 of the One Part;

#### AND

M/s. DLF Limited (PAN No-AAACD3494N), a company duly incorporated under the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-I, Gurugram-122002, Haryana (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, nominees and assigns) through its duly Authorized Signatories Mr. Jayant Erickson and Ms. Anjana Bali, authorised vide Board Resolution, dated 11.01.2021, of the Other Part.

(The 'Land Owner' and the 'Developer' are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS the Land Owners had entered into Agreement dated 06.06.2014 with the Developer which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 5492 on 06.06.2014, Supplementary Agreement dated 28.01.2020 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 6758 on 03.02.2020 and Second Supplementary Agreement dated 05.03.2021 which was registered before the Sub-Registrar, Gurugram, vide Vasika no. 4412 on 05.03.2021, (hereinafter collectively referred to as the "Said Agreements") for development of a residential colony with respect to its land measuring 24 Kanal 15 Marla i.e. or say 3.09375 acres, situated in the revenue estate of Hayatpur Sub-Tehsil Harsaru, District Gurugram, details of which are given in Schedule-A mentioned herein below (hereinafter referred to as the "Said Land").

AND WHEREAS License No.94 of 2021 has been granted by the Director, Town and Country Planning Department, Haryana ("DTCP") for setting up of Affordable Plotted Colony under DDJAY-2016 over an area measuring 26.91875 acres ("Licensed Land") which includes the Said Land. The Parties have agreed to develop and construct a project comprising of developed plots and independent floors as maybe mutually decided, on the Licensed Land (hereinafter referred to as the "Project").

AND WHEREAS this Agreement is in continuation of the Said Agreements and the terms and conditions set forth in this Agreement shall be read along with the terms and conditions of the Said Agreements and shall be binding on the Parties to the Said Agreements.

Akina Builders & Developers Private Limited

DLF Limited

Reg. No.

Reg. Year

Book No.

10390

2021-2022

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पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru Naveen Oncordbary and Ray Raj SinghOTHER Akina Builders and

Developers Pvt Ltd

दावेदार: - thru Narender SinghOTHERDLF

Ltd

गवाह 1 :- Shiv Kumar

गवाह 2 :- Vikas

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10390 आज दिनांक 22-03-2022 को बही नं 1 जिल्द नं 43 के पृष्ठ नं 9.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 925 के पृष्ठ संख्या 69 से 70 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं |

दिनांक 22-03-2022

उप/सर्युक्त पंजीयन अधिकारी( हरसरू )

## NOW THIS AGREEMENT WITNESSES AS UNDER:

- 1. It is agreed between the Parties that the Developer has agreed to purchase the Said Land and the Developer shall be entitled to get the sale deed(s) in respect of the Said Land or part thereof or the developed plots on the Said Land executed either in its favour or in favour of its nominees/allottees or prospective purchasers, as the case may be, for a consideration to be paid by the Developer to the Land Owner as per the prevailing circle rate for a licensed residential plotted colony. Accordingly, the terms of Clause no. 2.4 of the Agreement dated 06.06.2014 stand superseded to this extent.
- The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act and/or such other applicable law for the time being in force.

#### 3. COST & EXPENSES

- All expenses and costs in relation to the approvals and other government levies etc, for Project including the Said Land shall be borne by the Developer.
- b. The entire cost of development, construction and implementation of the Project on the Said Land including fees, taxes, cesses, any government levies, thereon or any other payments payable to the architects, engineers, contractors, staff and workmen shall be borne and paid by the Developer.

### 4. RIGHT TO SELL/MARKET/ADVERTISE/OFFER OF SALE/ TRANSFER

- a. The Developer shall, at its own costs, draft all the documentation(s), leaflets, brochures, advertisements etc., for the purpose of marketing, booking, inviting to purchase, sale or offer of sale of developed plots and independent floors as per the present Agreement.
- b. The Land Owner hereby unconditionally accepts that it has no other right or claim over the developed plots and independent floors, except for the consideration as mentioned in this Agreement.
- c. That only the Developer shall have the right and responsibility of marketing of the Project comprising of the developed plots and independent floors to be developed on the Said Land and shall be solely responsible and accountable to the individual purchasers of the developed plots and independent floors as well as the Authorities under the provisions of the Real Estate (Regulation of Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017.

Akhsa Builders & Developers Private Limited

DLF Limited



- That the stamp duty and registration charges payable on this Agreement and any supplementary/addendum agreement(s) shall be borne by the Developer.
- 6. That all the other terms and conditions contained in the Said Agreements shall remain the same except to the extent added/amended/revised herein. In case of any conflict between the provisions of the Said Agreements and this Third Supplementary Agreement, the provisions of this Third Supplementary Agreement shall supersede and prevail.
- 7. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Narendra Singh, who has been authorized vide Resolution dated 11.01.2021 passed by the Board of Directors to appear before the registering authority and present for registration of any deed or documents executed by or on behalf of the Developer.

## Schedule A

Village Hayatpur, Sub Tehsil Harsaru, District Gurugram

(Jamabandi Year 2019-2020)

S. No	Owner	Khewat/ Khata No	Khasra No	Share	Net Area
1	M/s Akina Builders & Developers Private Limited	442/472	Rectangle No 37, Kila No 19/2 (7- 18), 20/1 (3-10) fields 2, area measuring 11 Kanal 8 Marla	full	11 Kanal 8 Marla
2	M/s Akina Builders & Developers Private Limited	186/189	Rectangle No 37, Kila No 16 (8-0), Rectangle No 38, Kila No 20/1 (5-7) fields 2, area measuring 13 Kanal 7 Marla	full	13 Kanal 7 Marla
Total				24 Kanal 15 Maria or 3.09375 acres	

Akina Builders & Developers Private Limited

Limited



IN WITNESS WHEREOF the Parties have signed this Agreement on the day, month and year hereinabove written.

LAND OWNER

M/s. Akina Builders & Developers Private Limited

Naveen Chowdhary

Ravi Raj Singh (Authorised Signatories)

DEVELOPER

na tali

M/s. DLF Limited

Jayant Erickson

Anjana Bali (Authorised Signatories)

WITNESSES:

1.

SHIV KUMAR SINGH Advocate I satt. Courts, Gurugram

2.

Villag Sto Sh. Ashok Kullean Dur Gameya Yawa Gunellin



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