



Indian-Non Judicial Stamp Haryana Government



Date 10/01/2018

derifficate No.

10J2018A106

GRN No.

32722499

Stamp Duty Paid: ₹ 2452300

₹0

Penalty: (Ps. Zero Cony)

Seller / First Party Detail

Name:

Anjuman Buildcon Pvt Itd

H.No/Floor

Sector/Ward 6th

LandMark:

Indraprakash 21 barakhamba road

City/Village: New delhi

District: New delhi

State:

Phone:

Dethi

9810710446

Others: Maestro promoters pvt ltd and wrangler halfs

Buyer / Second Party Detail

Name:

Ansal housing And Construction Itd

H.No/Floor: 606

Sector/Ward: 6th

LandMark:

Indraprakash 21 barakhamba road

City/Village: Phone:

New delhi

District: New delhi

State:

Delhi

Purpose

9968746131

Non-Judiqual Stamp for Development Agreement

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

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DEVELOPMENT AGREEMENT

This Agreement is made at Yamunanagar on this 17 day of January, 2018 by and between:-

M/s Anjuman Buildcon Pvt. Ltd., having its registered office at 606, Indra Prakash, 21, Barakhamba Road, New Delhi-110001 duly represented through its Authorised Signatory Shri Jagjit Singh Bhullar, S/o Shri Harpal Singh, R/o 1355, New Shivpuri, Hapur, U.P (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.

M/s Maestro Promoers Pvt. Ltd., having its registered office at 606, Indra . 2. Prakash, 21, Barakhamba Road, New Delhi-110001 duly represented through its Authorised Signatory Shri Jagjit Singh Bhullar, S/o Shri Harpal Singh, R/o 1355, New Shivpuri, Hapur, U.P (which expression

For MALELSO PROMOTERS

FOT ANSAL HOUSING & CONSTRUCTION LTD.

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डीड का नाम AGREEMENT		
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	भवन का विवरण	
	भूमि का विवरण	
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Drafted By: सुरजीत सिंह मेहता वकील	Se	rvice Charge: 200.00 रुपये
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दिनोंक 17/01/2018

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shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) nereinafter referred to as Second Party:

3. M/s Wrangler Builders Pvt. Ltd. having its registered office at 606, Indra Prakash, 21, Barakhamba Road, New Delhi-110001 duly represented through its Authorised Signatory Shri Jagjit Singh Bhullar, S/o Shri Harpal Singh, R/o 1355, New Shivpuri, Hapur, U.P (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;

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The parties of the First, Second and Third part hereinafter collectively referred to as "Land Owners".

And

Ansal Housing & Construction Ltd., a company incorporated linder Companies Act, 1956, and having its registered office at 606, 6th Floor Indra Prakash, 21, Barakhamba Road, New Delhi-110001 and represented by its Authorised Signatory Shri Prakash Nautiyal, S/o Shri G.D Nautiyal, R/o C-1/233, Nangli Vihar Ext., New Delhi-110043 (which expression shall; unless excluded by or repugnant to the context or the meaning thereof be deemed to ADHRI include its successors and assigns) hereinafter referred to as 'The Developer'.

WHEREAS the Developer is a reputed Real Estate company having sufficient funds, expertise, experience in development of Commercial Towers, Shopping Complexes, and Group Housing etc.

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M/s Anjuman Buildcon Pvt

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AND WHEREAS the developer is the owners of certain parcels of land situated in the vicinity of at Village Khera, Yamunanagar, Haryana, and is in the process of developing a residential colonies on separate land parcels under "Deen Dayal Awas Yojna" scheme introduced by the Govt. of Haryana. Each of such residential colony shall be hereinafter referred to as the 'Proposed Project'.

WHEREAS the land owners have represented that they are the absolute and exclusive owners and are in possession of the part and parcels of agricultural lands having total area admeasuring about 35.032 acres falling in various Khasras situated at Village Khera, Yamunanagar, Haryana (hereinafter referred to as "said land"), and have desired to collaborate with the developer in the said project by contributing their respective lands. Details of said land are as follows:

Details of the Land owned by Anjuman Buildcon Pvt. Ltd. in Village

Eurol No.P/220/200Khera, Yamunanagar, Haryana:-

Khasta No.	Area	<u>Area taken</u>	Area in Acres
	<u>B-B</u>	<u>B-B-B</u>	·
1361/2	4-16	4-16-0 .	1.000
1365	9-13	9-13-0	2.010
1373	9-0	9-0-0	1.876
1374	0-6	0-6-0	0.062
TOTAL		23-15-0	4.948

2.) Details of Land owned by Maestro Promoters Pvt. Ltd. in village Khera, Yamunanagar, Haryana:-

	<u>Area</u>	Area Taken		7
Khasra No.	<u>B-B</u>	<u>B-B-B</u>	Area in Acres	
. 1349	6-11	6-11-0	1.365	-
1350	9-13 เม.ะะเวลา รูวิร	9-13-0	2.010	
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J422	8.6	6-14-0	1.395
1423	9-4	3-4-0	0.667
1425	9-13	5-16-13	1.214
1426	3-4	3-4-0	0.667
1429	8-17	3-19-1	0.823
	Total	39-1-14	8.141

1) Details of the Land owned by Wrangler Builders Pvt. Ltd. in Village Khera, Yamunanagar, Haryana:-

Khasra No.	Chasra No. Area		Area in Acres
	<u>B-B</u>	<u>B-B-B</u>	
1357	25-0	25-0-0	5.208
1358	0-5	0-5-0	0.052
TOTAL		25-5-0	5.260

Details of Land owned by Wrangler Builders Pvt. Ltd. 1/2 share and Anjuman

2 ! 3	Buildcon	Pvt.	Ltd.	1/2	share
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	Khasra		Area Taken B-		ESTAL OF
	No.	Area B-B	В-В	Area in Acres	73
	1327	9-1	9-1-0	1.885	5/
	1337	9-1	9-1-0	1.885	
	1338	9-1	9-1-0	1.885	AGAOHRI
	1339	9-1	9-1-0	1.885	The second secon
	1340	1-19	1-19-0	0.406	
	1427	7-13	7-13-0	1.594	
	1434	2-7	2-7-0	0.49	
	1436	6-7	6-7-0	1.324	
	1455	9-1	2-8-0	0.501	CONSTRUCTION LTD.

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Total

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2) Details of land owned by Wrangler Builders Pvt. Ltd., ½ share and Maestro Promoters Pvt. Ltd., ½ share

		Area Taken B-	
Khasra No.	Area B-B	В-В	Area in Acres
1428	0-16	0-16-0	0.167
1432	9-13	3-13-10	0.766
1433	9-13	9-13-0	2.01
1454	9-1	9-1-0	1.885
	Total	23-3-10	4.828

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Total Area = 168-3-4(B-B-B) OR 35.032 acres

AND WHEREAS the Developer in good faith relying on the representations and confirmations of the Land Owners have accepted the proposal and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing, as follows:

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:-

1. Objective

That the objective of this COLLABORATION AGREEMENT is develop the said Land and to construct thereupon the said proposed project with such common amenities and facilities, as approved by the competent authorities after obtaining requisite license, permissions/approvals, no objections and sanctions etc. from the Director, Town & Country Planning, Haryana and/or any other Statutory Authority or the State / Central Government.

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2. Sharing of Developed Area

- a. That as a result of this Collaboration Agreement as agreed herein and in lieu of the Land Owners' contribution of land for the proposed Project, the Land Owners shall be entitled to receive 30% of approved plotted area against each acre of land contributed by them in the project and the balance area shall be retained by the developer. The Land Owners will also have the option to take from the developer mutually agreed price of their respective share of sanctioned and developed plotted area; and in such an event the Landowner will authorize the Developers to dispose of area allocated to the Landowners in terms of this Agreement.
- b. That wherever the Developer has made available funds to the Land Owners for acquiring the land, the Developer would be entitled to recover the same. The Land Owners 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.
- c. 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.

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3. Approval of the Project, License Fee & Expenses

a. That the developer shall be responsible to obtain the license and get the plans approved along with all such other permissions/sanctions

 expenses incurred in obtaining all such licenses/permissions/sanctions shall be borne by the Developers alone.

- b. It has been specifically agreed by the Developer that it will not withdraw the License application for proposed project and seek for refund of the license fee etc. from the concerned Depts. Without the consent of the land owners.
- c. That after the execution of present agreement the Developer shall endeavor to obtain license from DTCP at the earliest.
- d. That the Owner(s) have agreed to fully cooperate with the Developer in this regard and to sign/ execute all papers, applications, documents, affidavits, plans, Special Power of Attorneys (POAs), General Power of Attorney as the Developer may require in its name to represent the Owners before the concerned statutory and other authorities and to enable the Developer to obtain necessary permissions and approvals in connection with the development of the said land and to commence and complete development on the said land, to book, sell, transfer or part with the possession or to use in any manner, whatsoever, the developed plotted area, file applications for obtaining the licenses and sanction plans and any modification of amendments thereof such as obtaining water, electricity, sewerage connections etc. and for fully effectuating the terms and conditions of this agreement. Similarly, the Developer have agreed to fully cooperate with the Land Owners and Developer has agreed and will sign all papers, applications, documents, affidavits, plans that are needed for the Land Owners' share in the proposed Project.

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4. Physical Possession of the said Land

- a. That the Land Owners have handed over the physical, vacant and peaceful possession of the said lands to the Developer to carry out the development and market the plotted area, post receipt of sanctions in furtherance to achieve the objectives of this Collaboration Agreement and the Developer hereby acknowledges the same.
- b. That after obtaining the license/sanctions, the Developer shall be free to develop the project including the lands acquired and delivered by the Land Owners in such manner, in its absolute discretion, as is considered expedient by the developer but subject to and in accordance with the terms and conditions of the license and the instructions, directions issued by the State Government.
- c. The Developer is authorized to put his sign-board, neon light, hoarding and advertisements on the said land and may carry out the job of erecting boundary wall, Leveling, Plantation work etc.
- d. The physical possession of the said Land which has already been handed over to the Developer will not be disturbed by the Land Owners. Any dispute arising with any party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled by the Land Owner(s) at their ownscost and risks.
- 5. Development of the Project

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- a. That said lands shall 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 present agreement, the Land Owners 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.
- b. That the Land Owners shall be bound by all terms and conditions such as layout, usage, finish exterior/ interior, colour scheme, nomenclature as may be prescribed by the Developer in respect of the proposed project and the construction upon the said land.

6. Time for Completion of the Project

The Developer has assured the Landowners that the entire said land share get developed over a maximum period of 7 (Seven) years. In case the development is delayed beyond this period, the parties may either mutually extend the time or renegotiate the terms of this Agreement.

7. Developer's Right to Raise Project Loan

That the Developer after obtaining all necessary permissions to develop the Project and thereafter meeting their obligations towards the land owners as mentioned above may raise loan to develop the proposed project only against equitable mortgage of the said land from any scheduled bank. The Owners consent to this and/or to submit the documents and sign all the affidavits/undertakings etc. required by the Lenders.

8. Naming of the Project

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That the Developer shall be entitled to name the said project as it deems fit.

9. Marketing / Advertisement/Sale Rights

That the Developer shall be fully entitled to market, sell, transfer, convey and / or assign or agree to sell the plotted area in the proposed project without any interference from the Land Owners and to receive consideration thereagainst from the prospective buyers and enter into Agreements for sale, execute sale deeds/conveyance deeds etc. in favour of Plot/Home Buyers and represent the Landowners before any Registering Authority in this regard.

10. Maintenance of the proposed project

That the proposed project to be developed on the said land and all vacant / common areas and all facilities / amenities therein shall be maintained by the Developer until the same is handed over to a nominated maintenance agency appointed by developer. That the developer or its Maintenance Agency shall charge maintenance charges from the allottees of the various areas in the said building as deemed fit in accordance with the prevalent market rate. The land owners shall be liable to pay the applicable maintenance charges in proportion to the area retained by them to the developer or its nominated maintenance agency, as the case may be.

11. Indemnity

That both the parties hereby indemnify and hold harmless each other and all their successors, executors, assigns etc. against all losses, expenses and damages that may be suffered by either party in relying upon the assurances, undertakings and warranties given by one party

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to the other party, which forms the basis of this Collaboration Agreement.

12. Limited Liability of the Land Owners

- a. That the Land Owners shall not have any liability under this agreement except that it will provide land as per Terms mentioned under this agreement to the Developer for the Project.
- b. That Land Owners shall not be liable for any loss, claim or demand arising in course of the development, sale and marketing of the said land or on any other account caused due to the actions of the developer, regarding these lands whether arising out of the breach of any sale or booking agreement, terms of grant of license, prolongation or delay in the development and sale and force majeure circumstances. The Developer Company hereby undertakes to indemnify the Land Owners against any such loss, demands, claims etc.

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3. Payment of Taxes

That the parties hereto shall be liable in respect of Income Tax or any other tax for their respective share in the developed area and / or proceeds thereof under this agreement.

14. Force Majeure Conditions

If the performance of this Agreement by the Developer is prevented, in whole or in part, by causes beyond it's reasonable control, the causes being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes on blockages in a construction of the construction

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(iv) floods, explosions, fire or earthquakes, (v) industrial disturbance, (vi) inevitable accidents, (vii) change in Government policies, delays (viii) restraint from courts etc., the Developer shall not be responsible for fulfilling its obligations during the subsistence of the force majeure conditions. Period of construction of the project shall stand automatically increased by the period force majeure circumstances existed.

15. Notices

That all notices, requests, demands, statements and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by registered mail at the addresses of the parties mentioned above or at such other addresses as from time to time designated by notice from the respective party to the other party. Any such notice or communication shall be deemed to have been duly given and served at the date and time of receipt of first refusal of delivery, if sent by negistered mail or delivered by hand against proper acknowledgement.

16. Agreement Non-Terminable

That in pursuance of the due performance of the terms and concluding it? contained herein, this agreement shall not be revoked/terminated or cancelled and shall be binding on both the parties and their successors, administrators, legal heirs, executors, liquidators and assigns. The parties hereto have agreed and undertaken to perform their part of agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do any other act(s), deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

17. Miscellaneous

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- a. That the parties understand that this Development Agreement shall not be deemed or construed to be a partnership or joint venture. This Collaboration is purely an agreement for the development and sharing of developed areas by and between the parties as mentioned hereinabove.
- b. That this agreement is irrevocable and is specifically enforceable in a court of law as per the terms and conditions contained herein.
 If any party violates this condition it shall be required to without demur compensate the other party the resultant loss suffered by it.
- c. That if any provision of this Agreement or the application thereof to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable will not be effected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement will be replaced with a provision, which is valid and enforceable and most nearly reflect the original intent of the invalid or unenforceable provision.
- d. 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

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manner impair or prejudicially affect the rights and obligations of the Land Owners under this agreement.

- 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 Land Owners in the lands so acquired by them and have been proposed under this Agreement, shall be transferred to Developer Company at a mutually agreeable price.
- That this Agreement shall not be modified, changed, altered or amended in any part without the mutual consent and written agreement duly signed and approved by both parties.

18. Overriding effect

That this Agreement supersedes all prior oral written arrangement(s)/correspondence etc., if any, and records the entire arrangement between the parties fully and finally.

19. Dispute Resolution

In the event of any dispute or difference arising between the Parties hereto, relating to or connected with this Agreement or claims pertaining thereto or as to the meaning or construction of the terms and conditions contained herein or application thereof the Parties shall mutually try to resolve such disputes & differences amicably and in good faith through mediation and conciliation within such period as the Parties may

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mutually agree upon in writing. However, in the event such disputes/differences cannot be amicably resolved, as aforesaid, then the same shall be referred to the arbitration of a Sole Arbitrator to be appointed mutually agreed by the parties, whose decision shall be binding on both the parties. The arbitration proceedings shall be carried on in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force and the place of Arbitration shall be New Delhi only. The fee of the arbitrator shall be paid equally by the parties.

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20. Jurisdiction

That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India. The courts at Yamunanagar, Haryana alone and the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in all matters arising out of/ touching and/ or concerning this Agreement regardless of the place of execution of this Agreement

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

J. A. G. F.

WITNESSES :-

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For and on behalf of

Anjuman Buildcon Pvt. Ltd. (First party)

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M/s Maestro Promoters Pvt. Ltd.(Second Party)

(Authorised Signatory)

For Wirangler Builders Pvt. Ltd.

Authorised Signatory For and on behalf of

Wrangler Builders Pvt. Ltd. (Third Party)

(Authorised Signatory)

For and on behalf of

For ANSAL HOUSING & CONSTRUCTION Ltd.

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(Author

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