

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 15/05/2023

Certificate No. G002023E1121



GRN No. 102086606



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Three b Homes Pvt Ltd

H.No/Floor : 151p

Sector/Ward : 52

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 98\*\*\*\*\*73



**Buyer / Second Party Detail**

Name : Ramphal

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Dhorka

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*73

Purpose : Agreement

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

**LAND OWNER'S ALLOCATION AGREEMENT**

This Land Owner's Allocation Agreement ('**Agreement**') is executed on this 15<sup>TH</sup> day of MAY, 2022, at GURUGRAM, by and between;

**M/s 3B Homes Pvt. Ltd.**, (CIN U45309HR2021PTC093740, PAN (AABCZ7070K) a company incorporated under provisions of the Companies Act, 2013, having its registered office at Plot No. 151-P, Sector-52, Gurugram, Haryana-122001, represented by its authorized signatory Mr. VIKRAM SINGH, (Aadhar no.996368970234)duly authorized in this regard vide board resolution dated 19-4-2023 (hereinafter referred to as the "**Promoter**" which expression shall, unless contrary to the context, mean and include its successors in interest and permitted assigns) party of the First Part;

**For 3B Homes Pvt. Ltd.**

**Authorised Signatory**

AND

**Mr. Ramphal** (AADHAAR NO. 4763 3851 7192, PAN: (CEAPP2480R), S/o Sh. Nandlal R/o Village Dhorka, Sub-Tehsil Harsaru, District Gurugram, Haryana (hereinafter referred to as "**Land Owner**" which expression shall, unless contrary to the context, mean and include his legal heirs, successors in interest and permitted assigns) party of the Second Part;

The Promoter and the Land Owner are hereinafter collectively be referred to as "**Parties**" and individually as "**Party**".

**Whereas:**

- A. The Promoter has entered into a collaboration agreement with the Land Owner for the land owned by him comprised in Khewat no. 166 Khata no. 172, Rect. no. 22, Killa no. 6/2(3-12), 15(8-0), Rect. No. 23, Killa No. 11/2(3-12), and Khewat no. 189/3 Khata no. 195/4, Rect. no. 22, Killa no. 7/2(2-0), 14/2(2-0), total field 5, total area measuring 19 Kanal 4 Marla (2.4 acre) Salam share, situated in the revenue estate of Village - Dhorka, Sector-95, Sub-Tehsil Harsaru, Distt. Gurugram, Haryana (hereinafter referred to as "**said Land**"), vide registered Collaboration Agreement bearing registration No. 10151 dated 15.03.2022 registered at the office of Sub-Registrar Harsaru, Distt. Gurugram (hereinafter referred to as "**Collaboration Agreement**"). The Land Owner has authorized the Promoter to develop a commercial plotted colony over the said Land in terms of Collaboration Agreement and has executed and registered General Power of Attorney for this purpose in favour of the Promoter vide GPA bearing Vasika No. 133 dated 15.03.2022 registered at the office of Sub-Registrar Harsaru, Gurugram ("**GPA**");
- B. The said Land is earmarked for the purpose of plotted development of a residential project comprising of residential plot along with commercial component as per applicable policy of Govt. of Haryana i.e. Deen Dayal Jan Awas Yojna-2016, the residential part of said project shall be known as "**Estate 95**", situated at Sector 95, Gurugram, Haryana ("**Project**");
- C. The Town and Country Planning Department, Haryana ("**DTCP**") has granted license to develop the Project vide License no. 90 of 2023 dated 19.04.2023, for

**For 3B Homes Pvt. Ltd.**

2

  
**Authorised Signatory**



development of residential plotted colony under Deen Dayal Jan Awas Yojna-2016 and approval of the Layout Plan vide memo no. 9184 dated 20.04.2023.

- D. The Promoter has applied for and in the process of registration of the Project under the provisions of the Real Estate (Regulation and Development) Act 2017 ("**RERA Act**") and Haryana Real Estate (Regulation and Development) Rules 2017 ("**HRERA Rules**") and shall obtain the registration certificate soon;
- E. The Land Owner in terms of Clause 6.1 of the Collaboration Agreement is entitled to allocation of 2000 Sq. yards/per acre developed residential plotted area of the Project and 194 Sq. yards/per acre developed commercial plotted area of the Project as consideration for collaboration of said Land with the Promoter and the Parties are entering into this Agreement for allocation/demarcation of the share of the Land Owner in the Project;
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable in the State and related to the Project;
- G. The Parties, relying on the confirmations, representations and assurances of each other, do faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**NOW THEREFORE**, in consideration of the mutual premises, it is hereby agreed between the Land Owner and the Promoter:

- 1. **Allocation of Land Owner's share in developed plotted area of the Project:**
  - 1.1 Subject to the terms and conditions as detailed in Clause 6.1 of the said Collaboration Agreement, the Land Owner is entitled for allocation of developed residential plots of an area total measuring 4029.81 Sq. Meter (4819.65 Sq. yard) and commercial area measuring 389.297 Sq. Meter (465.60 Sq. yard) (hereinafter collectively referred to as "**Landowner's Allocation**") in the Project which are more particularly described with respective plot

For 3B Homes Pvt. Ltd.

  
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numbers and area(s) of the plot in **Annexure-1** of this Agreement. The Land Owner has understood the calculations and accepted the said area of Landowner's Allocation as full and final allocation of Land Owners share under the terms of said Collaboration Agreement and landowner has agreed to pay extra amount as mutually agreed decided for any extra area allocated to him by the promoter in addition to his share.

- 1.2 That in terms of Clause 13 of said Collaboration Agreement the Promoter has paid refundable security deposit in favour of the Land Owner @ Rs. 1,00,000/- per acre which shall be refunded by the Land Owner, without interest, to the Promoter within 30 days of offering possession of Landowner's Allocation.
- 1.3 The Land Owner is fully satisfied and has accepted the allocation of Final Area of Landowner's Allocation and shall not claim any right, title or interest over and above the area of Landowner's Allocation in the Project at any point of time. The Promoter shall have all the rights/title/interest to deal with remaining residential and commercial area of the Project as it may deems fit and proper.
- 1.4 Upon receiving the registration certificate from HRERA Authority, Gurugram the Promoter shall issue the Allotment Letters of the plots of Landowner's Allocation in favour of the Land Owner, as per details mentioned in Annexure-1. After receiving the Allotment Letters the Land Owner shall be bound to get registered the Agreement For Sale and Conveyance Deeds etc. of respective plots in its favour or in favour of the subsequent purchasers/transferee, as and when required/intimated by the Promoter.
- 1.5 The Land Owner and/or the subsequent purchasers/transferee of the Land Owner shall be bound by the terms and conditions of the Allotment Letter, Agreement For Sale and Conveyance Deed as shall be executed for the respective area of Landowner's Allocation and shall also be bound to pay the charges of maintenance service, maintenance deposit, stamp duty, registration fee and legal charges for registration of conveyance deeds etc. for the respective plots in their favour.



- 1.6 Both the Parties are agreed that the terms and conditions of the Collaboration Agreement shall be binding mutatis mutandis upon the Parties.
2. **Modification/Amendment:**  
Any modification to the terms of this Agreement shall be with mutual written consent signed by both the Parties.
3. **Severability:**  
If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
4. **Governing Law:**  
That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
5. **Dispute Resolution:**  
All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the Parties shall have the right to initiate appropriate legal remedies. The courts at Gurugram, Haryana shall have exclusive jurisdiction.
6. All the expenses in respect of execution and registration of this Agreement including but not limited to payment of stamp duty, registration charges and other expenses shall be paid by the Promoter.

IN WITNESS WHEREOF the Parties hereinabove named on the day first above written have set their respective hands and signed this Agreement at Gurugram, Haryana in the presence of following witness:

For 3B Homes Pvt. Ltd.

  
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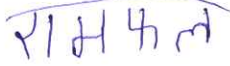
Promoter:  
**For 3B Homes Pvt. Ltd.**

  
\_\_\_\_\_  
**Authorised Signatory**

**3B Homes Pvt. Ltd.**

Through Authorised Signatory

Land Owner:

  
\_\_\_\_\_

**Mr. Ramphal**

**WITNESSES:**

1.

Mr. Vivek Kumar

S/o. Mr. Maharaj singh

Rj 1063 Rajokari New Delhi 110038

2.

**ANNEXURE-1**  
**DETAILS OF THE PLOTS ALLOCATED IN FAVOUR OF THE LAND OWNER**

Sr No.	Block	Plot no.	Area in Sq. Yard	Area in Sq. Mtr	Nature of Plot	Name Of Allottee
1	NA	9	179.400	150.00	Residential	RAMPHAL
2	NA	10	179.400	150.00	Residential	RAMPHAL
3	NA	11	179.400	150.00	Residential	RAMPHAL
4	NA	20	157.776	131.92	Residential	RAMPHAL
5	NA	23	157.776	131.92	Residential	RAMPHAL
6	NA	26	157.776	131.92	Residential	RAMPHAL
7	NA	27	157.776	131.92	Residential	RAMPHAL
8	NA	30	167.847	140.34	Residential	RAMPHAL
9	NA	31	167.847	140.34	Residential	RAMPHAL
10	NA	52	179.392	149.99	Residential	RAMPHAL
11	NA	53	179.392	149.99	Residential	RAMPHAL
12	NA	65	179.392	149.99	Residential	RAMPHAL
13	NA	66	179.392	149.99	Residential	RAMPHAL
14	NA	67	179.392	149.99	Residential	RAMPHAL
15	NA	83	162.407	135.79	Residential	RAMPHAL
16	NA	84	162.407	135.79	Residential	RAMPHAL
17	NA	102	179.392	149.99	Residential	RAMPHAL
18	NA	103	179.392	149.99	Residential	RAMPHAL
19	NA	104	179.392	149.99	Residential	RAMPHAL

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(V)

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20	NA	112	179.392	149.99	Residential	RAMPHAL
21	NA	113	177.039	148.03	Residential	RAMPHAL
22	NA	114	179.392	149.99	Residential	RAMPHAL
23	NA	126	127.745	106.81	Residential	RAMPHAL
24	NA	127	127.745	106.81	Residential	RAMPHAL
25	NA	134	120.198	100.50	Residential	RAMPHAL
26	NA	135	120.198	100.50	Residential	RAMPHAL
27	NA	140	120.198	100.50	Residential	RAMPHAL
28	NA	141	120.198	100.50	Residential	RAMPHAL
29	NA	85	162.407	135.79	Residential	RAMPHAL
30	NA	145	120.198	100.50	Residential	RAMPHAL
		<b>Total Area</b>	<b>4,819.659</b>	<b>4,029.815</b>		

<b>Commercial Plotted area</b>	<b>389.297 Sq. Meter (465.60 Sq. Yards)</b> Plot of undivided share in total area of 683.663 square meter of approved commercial site.
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Promoter: **For 3B Homes Pvt. Ltd.**

*Vijayam*

**Authorised Signatory**

**Land Owner:**

*Mr. Ramphal*

**3B Homes Pvt. Ltd.**

Through Authorised Signatory

**Mr. Ramphal**