Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 22/06/2023

Certificate No.

G0V2023F4684

GRN No.

104164656



Stamp Duty Paid: ₹ 34262200

Penalty:

(For Zoro Only)

Name:

H.No/Floor:

Nadish real estate Private Limited

Sector/Ward: Na

LandMark: Shopping mall complex arjun marg

City/Village: Dlf cityphasei

District: Gurugram

Phone:

State:

Haryana

98*****06

Buyer / Second Party Detail

Seller / First Party Detail

Name:

DIf Limited

H.No/Floor: 3rd

Sector/Ward: Na

LandMark: Olf shopping mall arjun marg

MANESAR

City/Village: Difcityi

District: Gurugram

State:

Haryana

Phone:

98*****06

Purpose:

Development Agreement

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made at Gurugram on this 23rd day of June, 2023;

Nadish Real Estate Private Limited

ommercial Project Corporation

DLF Limited

Atherol Builders & Developers

डीड सबंधी विवरण

डीड का नाम

COLLABORATION

AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर

खेडकी दौला

धन सबंधी विवरण

राशि 1713105408 रुपये

स्टाम्प इयुटी की राशि 34262108 रुपये

स्टाम्प नं : g0v2023f4684

स्टाम्प की राशि 34262200 रुपये

रजिस्ट्रेशन फीस की राशि 50000

EChallan:104166169

पेस्टिंग शुल्क 0 रुपये

रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनाक 23-06-2023 दिन शुक्रवार समय 4:58:00 PM बजे श्री/श्रीमती /कुमारी

NADISH REAL ESTATE PRIVATE LIMITEDthru LALIT SHARMA AND RAVI RAJ SINGHOTHER **निवास** IST FLOOR SHOPPING MALL COMPLEX ARJUN MARG DLF PHASE I DLF CITY GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताक्षर प्रस्तुतकर्ता

NADISH REAL ESTATE PRIVATE LIMITED

उप/संयुक्त पंजीयन अधिकारी (Manesar)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी DLF LIMITED thru MANOJ KUMAROTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनाँ पक्षो की पहचान श्री/श्रीमती /कुमारीPAWAN BHARDWAJ पिता . निवासी DLF GATEWAY TOWER GGM व श्री/श्रीमती /कुमारी OM PRAKASH पिता .

MANESAR

निवासी DLF GATEWAY TOWER GGM ने की |

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

BETWEEN

Nadish Real Estate Private Limited (PAN: AACCN2671D), 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 - 122002, Haryana (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. Lalit Sharma and Mr. Ravi Raj Singh, authorized vide Board Resolution, dated 12.06.2023 of the ONE PART;

AND

DLF Limited (PAN: 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-1 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, authorized vide Board Resolution, dated 11.01.2021, of the **SECOND PART**.

AND

DLF Commercial Project Corporation (PAN: AAAFD2181R), a partnership firm constituted and registered under the Indian Partnership Act, 1932 and having its registered office at 9th Floor, DLF Centre Sansad Marg, New Delhi, 110001 (hereinafter referred to as the "Confirming Party-I/DCPC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners, successors, nominees and assigns) through its duly Authorized signatories Mr. Mahesh Gopal Shukla and Mr. Sandeep Kumar Gupta, authorized vide Board Resolution, dated 01.11.2022 and Atherol Builders & Developers Private Limited (PAN: AAGCA8936L), a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Shopping Mall Complex, Arjun Marg, DLF Phase-1, DLF City, Gurugram-122002, Haryana (hereinafter referred to as the "Confirming Party-II/ABDPL", 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

Nadish Real Estate Private Limited

DLF Commercial Project Corporation

Atherol Builders & Developers

Private Limited

DLF Limited

Reg. Year

Book No.

3998

2023-2024







पेशकर्ता

दावेदार

गवाह

Dalir MI

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru LALIT SHARMA AND RAVI RAJ SINGHOTHER NADISH REAL ESTATE

PRIVATE LIMITED_

दावेदार :- thru MANOJ KUMAROTHERDLF

LIMITED____

गवाह 1 :- PAWAN BHARDWAJ

गवाह 2 :- OM PRAKASH

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3998 आज दिनांक 23-06-2023 को बही नं 1 जिल्द नं 313 के पृष्ठ नं 127.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2163 के पृष्ठ संख्या 85 से 87 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 23-06-2023

उप/सयुंक्त पंजीयन अधिकारी(Manesar)

Chowdhary and Mr. Sumit Dalal, authorized vide Board Resolution, dated 11.03.2021 and (Confirming Party-I/DCPC and Confirming Party-II/ABDPL are hereinafter collectively referred to as the "Confirming Parties") of the OTHER PART;

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

Whereas the Land Owner is the owner of land admeasuring 14.05625 acres situated in the revenue estate of village Kherki Daula (Sector 76/77), Tehsil Manesar, Gurugram, Haryana (hereinafter referred to as the "Said Land"), details of which are given in Schedule-A mentioned herein below.

And Whereas the Developer and the Confirming Party-I/DCPC had entered into a Business Development Agreement dated 2nd Aug, 2006 as an arrangement in respect of development rights as maybe acquired by the Confirming Party-I/DCPC, for an agreed consideration as provided therein.

And Whereas, Development Agreement dated 11th Oct, 2006, Supplementary Agreement dated 2nd Aug, 2010, Addendum dated 31st Aug, 2012 and Addendum dated 1st Sep, 2012 had been executed by the Land Owner, Confirming Party- I/DCPC and confirming party as mentioned therein, with respect to various agricultural land parcels in District Gurugram, Haryana for an agreed consideration, which includes the **Said Land**. The Land Owner is the wholly owned subsidiary of the Confirming Party- II/ABDPL herein.

And Whereas in furtherance to the above arrangement(s), the Director, Town and Country Planning Department, Haryana ("DTCP") granted License No. 27 of 2012 for development of a residential plotted Colony over land admeasuring 113.696 acres, which includes the Said Land.

And Whereas the Developer is now desirous to develop the land parcels including the Said Land, under the current and future applicable residential/commercial policies of the DTCP, Haryana.

Nadish Real Estate Private Aimited

DLF Commercial Project Corporation

DLF Limited

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Atherol Builders & Developers Private Limited

And Whereas the Land Owner/Confirming Parties have agreed to the above proposal of the Developer and have permitted the Developer to apply on behalf of the Land Owner, for grant/migration of license for developing residential/commercial colony on the Said Land along with other lands, under the current and future applicable residential/commercial policies of the DTCP, Haryana.

And Whereas the Land Owner has provided all requisite information and documents including the title documents pertaining to the Said Land for applying on its behalf for grant/migration of license for developing a residential/commercial colony along with other land parcels.

And Whereas the Parties are entering into this Agreement for the purpose of DTCP and RERA requirement(s) to the extent of the Said Land and in pursuance to the existing terms and conditions of the earlier arrangements, without any change to the terms and conditions of the agreements executed thereto.

And Whereas all the existing terms and conditions of the earlier arrangements/agreements shall remain unchanged including the agreed consideration as provided therein amounting to Rs. 84,43,11,000/- (Rupees Eighty Four Crores Forty Three Lakh Eleven Thousand only).

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. The Parties agree that the Developer shall develop and construct a residential/commercial Colony on land parcels which shall include the Said Land (hereinafter referred to as the "Project") in accordance with the under any of the Development Policies of Haryana which have or may come into force in respect of Urban Development including but not limited to Group Housing, Commercial, Cyber, IT Park, Affordable Group housing colony, Deen Dayal Jan Awas Yojana, New Integrated License Policy, Transferable Development Rights, Transit Oriented Development Policy, Township, etc. 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.

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Private Limited

DLF Commercial Project C

- 2. The physical possession of the Said Land is with the Developer and shall remain under the custody of the Developer to carry out its obligations under this Agreement and in the event of 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 at its own cost and risks. After the handing over of the possession of the Said Land to the Developer, the same shall not be disturbed by the Land Owner for any reason whatsoever.
- 3. The Land Owner undertakes to sign all such applications, documents and declarations that may be required by the Developer with respect to the Said Land and further the Land Owner hereby authorizes the Developer to submit all such applications and to follow up on its behalf with DTCP and all other competent authorities as the Developer deems fit. The Land Owner agrees to execute and register such irrevocable Power of Attorney(s) in favour of the Developer and/or its nominee(s) as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Land Owner before all Statutory, Governmental, Local and Municipal Authorities. Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the Said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.
- The layout, building plan, design and specifications for the development and construction 4. of the building(s) on the Said Land shall be decided at the sole discretion of the Developer who shall also apply and procure the approvals for the same from the competent authorities at its own costs and the Land Owner shall not have any objection and/or interfere in the same in any manner whatsoever.
- 5. The Developer shall apply and obtain the HRERA certificate under Real Estate (Regulation and Development) Act, 2016 ("RERA Act"), and the Haryana Real Estate (Regulation and Development) Rules, 2017 framed there under, as amended from time to time ("HRERA Rules") for the Project.

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DLF Commercial Project

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- 6. 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 areas/units as per the present Agreement.
- 7. 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 areas/units on the **Said Land** in favour of the prospective purchasers.
- 8. That the Developer shall have the exclusive right and responsibility of marketing of the Project to be developed on the **Said Land** and shall be solely responsible and accountable to the individual purchasers 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.
- 9. That the Developer shall be responsible for compliance of all the terms and conditions of the license/provisions of Act 8 of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 10. That this Agreement shall be irrevocable and no modification /alteration etc. in the terms and conditions of the Agreement can be undertaken, except after obtaining prior approval of DTCP, Haryana. p
- 11. That the stamp duty and registration charges payable on this Agreement and any supplementary/addendum agreement(s) shall be borne by the Developer.
- 12. This Agreement shall be presented for registration before the Registering Authority and got registered by Mr. Manoj Kumar, 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.

Nadish Real Estate Private Limited

DLF Commercial Project Corporation

DLF Limited

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MANESARI

Schedule A

Village Kherki Daula, Tehsil Manesar, District Gurugram

(Jamabandi Year 2019-20)

Owner	Khewat/ Khata No.	Khasra No.	Share	Net Area
M/s. Nadish Real Estate Pvt. Ltd.	52/54	Rectangle No. 64, Kila No.1 (8-0), 10 (8-0), 2 (8-0), 3 (8-0), Rectangle No.65, Kila No.12/2 (2-14), 13 (8-13), 14/1 (4-0) field 7, area admeasuring 47 Kanal 7 Marla	full	47 Kanal 7 Marla
	53/55	Rectangle No.65, Kila No.12/1 (1-2), 3/2 (3-14), 4/2 (7-11), 5/2 (7-11), 6/1 (7-11), 7/1 (7-16), 8 (8-0), 9 (8-0), field 8, area admeasuring 51 Kanal 5 Marla.	full	51 Kanal 5 Marla
	49/51	Rectangle No.65, Kila No.2 (8-0), 3/1 (4-2), field 2, area admeasuring 12 Kanal 2 Marla	full	12 Kanal 2 Marla
	54/56	Rectangle No.65, Kila No.3/3 (0-4), 4/1 (0-9), 5/1 (0-9), 6/2 (0-9), 7/2 (0-4) field 5, area admeasuring 1 Kanal 15 Marla	full	1 Kanal 15 Marla
Total			112 Kanal 9 Marla Or 14.05625 acres	

Nadish Real Estate Private Limited

DLF Commercial Project Corporation

Atherol Builders & Developers

MANESA

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

LAND OWNER

Nadish Real Estate Private Limited

(Authorised Signatories)

Lalit Sharma

Raj Singh DEVELOPER **DLF** Limited

(Authorised Signatories)

CONFIRMING PARTY-I DLF Commercial Project Corporation

Sandeep Kumar Gupta

Mahesh Gopal Shukla (Authorised Signatories)

CONFIRMING PARTY-II

Atherol Builders & Developers Private Limited

Naveen Chowdhary

(Authorised Signatories)

Parean Bhardwaj No Mahish Shardwaj Gratemay Lour Def Grungham

Om Parkash S/o S. Ram Gateway Tower DIF Gurugram

W/ AM MANESAR