

This Stamp Paper forms part of Development Agreement dated 03.07.2023 entered between M/s Milda Buildwell Private Limited (Land Owner) and M/s DLF Limited (Developer)

Milda Buildwell Private Limited

DLF Limited

MANESAR

डीड सबंधी विवरण

डीड का नाम

COLLABORATION

AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर

खंडकी दौता

धन सबंधी विवरण

राशि 52558592 रुपये

स्टाम्प ड्यूटी की राशि 1051171.875 रुपये

स्टाम्प नं : g0c2023g334

स्टाम्प की राशि 1051200 रुपये

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उप/संयुक्त पंजीयन अधिकारी (Manesar)

रुपये

Drafted By: SELF

Service Charge:0

यह प्रलेख आज दिनाक 03-07-2023 दिन सोमवार समय 5:31:00 PM बजे श्री/श्रीमती /कुमारी
MILDA BUILDWELL PRIVATE LIMITEDthru LALIT SHARMA AND SATPALOTHER निवास 1ST FLOOR
SHOPPING MALL COMPLEX ARJUN MARG DLF PHASE 1 DLF CITY GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

Fabrit Sappay

हस्ताक्षर प्रस्तृतकर्ता

MILDA BUILDWELL PRIVATE LIMITED

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

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

निवासी DLF GATEWAY TOWER GGM ने की |

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

उपीस्युक्त पंजीयन अधिकारी(Manesar)

साव एतीस्हार मानेतर

MANESAR

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made at Gurugram, Haryana on this 03rd day of July, 2023;

BY AND BETWEEN

Milda Buildwell Private Limited (PAN: AAFCM2237D), 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-1, 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. Satpal, authorized vide Board Resolution, dated 04.03.2022 of the FIRST PART;

AND

DLF Limited (PAN: AAACD3494N), a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-1 Gurugram-122002 (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. Devinder Singh and Mr. K.K. Sheera, authorized vide Board Resolution, dated 11.01.2021, of the **SECOND PART.**

AND

Ananti Builders & Construction Private Limited (PAN: AAFCA5033M) a company incorporated under the provisions of 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 collectively referred to as the "Confirming Party", 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. Sandeep Kumar Gupta, authorized vide Board Resolution, dated 03.03.2022; of the OTHER PART;

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

WHEREAS the Land Owner is the owner of land admeasuring 0.43125 acres situated in the revenue estate of village Kheriki Daula, Tehsil Manesar, Gurugram, Haryana (hereinafter

Milda Buildwell Private Limited

Reg. Year

Book No.

4397

2023-2024

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पेशकर्ता

दावेदार

गवाह

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उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru LALIT SHARMA AND SATPALOTHER MILDA BUILDWELL PRIVATE

दावेदार :- thru MANOJ KUMAROTHERDLF

LIMITED MY

गवाह 1 :- PAWAN BHARDWAJ

गवाह 2 :- HARJEET SINGH_

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रतेख क्रमांक 4397 आज दिनांक 03-07-2023 को बही नं 1 जिल्द नं 314 के पृष्ठ नं 27.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2175 के पृष्ठ संख्या 70 से 72 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 03-07-2023

उप/सयुंक्त पंजीयन अधिकारी(Manesar)

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referred to as the "Said Land"), details of which are given in Schedule-A mentioned herein below.

AND WHEREAS the Land Owner entered into a Development Agreement dated 4th Sep, 2010 and Supplementary Agreement dated 20th March, 2012 with DLF Utilities Limited and the confirming party therein, with respect to various agricultural land parcels in District Gurugram, Haryana for an agreed consideration, which includes the **Said Land**. The Confirming Party is the shareholder of the Land Owner.

AND WHEREAS the Hon'ble National Company Law Tribunal, Chandigarh Bench vide its order dated 02.02.2022 approved a scheme of arrangement between various companies including demerger/ transfer of real estate undertaking of DLF Utilities Limited (Demerged Co.) with DLF Limited, whereby the real estate business of M/s. DLF Utilities Limited was demerged and merged into DLF Limited, the Developer 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.

AND WHEREAS the Land Owner has agreed to the above proposal of the Developer and have permitted the Developer to apply on its behalf for grant/migration of license for developing a 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 agreements, without any change to the terms and conditions of the executed agreements.

AND WHEREAS all the existing terms and conditions of the earlier arrangements/agreements shall remain unchanged including the agreed consideration amounting to Rs. 1,67,93,000/-(Rupees One Crore Sixty Seven Lakh Ninety Three Thousand only).

Milda Buildwell Private Limited

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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.
- 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.
- 4. The layout, building plan, design and specifications for the development and construction 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

Milda Buildwell Private Limited

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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.
- 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 parties/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.
- 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.

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Milda Buildwell Private Limited

Schedule A

Village Kherki Daula, Tehsil Manesar, District Gurugram (Jamabandi Year 2019-20)

Owner	Khewat/ Khata No.	Rectangle/Kila No	Share	Net Area
M/s. Milda Buildwell Private Limited	677/717	Rectangle No. 59 Kila 8/3 (1-1), 9/2/1/3 (0-16), 13/1/1 (1-12) fields 3 area admeasuring 3 Kanal 9 Marla	full	3 Kanal 9 Marla
Total			3 Kanal 9 Marla Or 0.43125 acre	

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

<u>LAND OWNER</u> Milda Buildwell Private Limited

Lalit Sharma

Satpal

(Authorised Signatories)

DEVELOPER DLF Limited

Devinder Singh

K.K. Sheera

(Authorised Signatories)

CONFIRMING PARTY

Ananti Builders & Construction Private Limited

Naveen Chowdhary

Sandeep Kumar Gupta

(Authorised Signatories)

WITNESSES: was.

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