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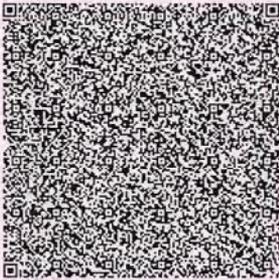
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**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**



**e-Stamp**

Certificate No. : IN-UP024589623001710  
Certificate Issued Date : 04-Oct-2016 05:12 PM  
Account Reference : SHCIL (FI)/ upshcil01/ MEERUT/ UP-MRT  
Unique Doc. Reference : SUBJN-UPUPSHCIL01029466064333250  
Purchased by : INPROSPER INFRASTRUCTURE LLP  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : LAND AT VILLAGE ABDULLAPUR MEERUT.  
Consideration Price (Rs.) :  
First Party : ANIL KUMAR BANSAL AND OTHERS  
Second Party : INPROSPER INFRASTRUCTURE LLP  
Stamp Duty Paid By : INPROSPER INFRASTRUCTURE LLP  
Stamp Duty Amount(Rs.) : 16,00,000  
(Sixteen Lakh only)



E-STAMP  
VERIFY

E-STAMP  
LOCKED

Please write or type below this line

*[Handwritten Signature]*

Anita Bansal

**INPROSPER INFRASTRUCTURE LLP**

*[Handwritten Signature]*

**Authorised Signatory**

VO 0002737536

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



उत्तर प्रदेश UTTAR PRADESH

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The Stamp of Rs.16,63,700/- has been paid i.e.Rs 16,00,000/- through E-stamp Certificate No IN-UP024589623001710 & Rs.63,700/- through Indian Non Judicial Stamp paper DEVELOPMENT/ DEVELOPER AGREEMENT

THIS Development Agreement ("Agreement") is made at Meerut, on this 05<sup>th</sup> day of October, 2016, by and between:

BETWEEN

Shri Anil Kumar Bansal, S/o. Shri Surendra Bansal; and Smt. Anita Rani Bansal, W/o. Shri Anil Kumar Bansal, both residents of 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh, (herein after referred to as 'Owners' which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART;

AND

Inprosper Infrastructure LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act,


<sup>2</sup>  
Anita Bansal  


INPROSPER INFRASTRUCTURE LLP

  
Authorised Signatory  


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**TESTED**  
**ARUN SHARMA**  
 Com. LL.B., Advocate  
 Compound, Kutchery  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



**TESTED**  
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 Com. LL.B., Advocate  
 Compound, Kutchery  
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 Compound, Kutchery  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



उत्तर प्रदेश UTTAR PRADESH

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2008, having its registered office at 109, Kila Road, Abdullapur, Meerut, Uttar Pradesh 250001, acting through its Designated Partner, Mr. Sajal Garg, duly authorized by authority letter dated 4/10/16 (hereinafter referred to as the 'LLP or Developer' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors in interest and permitted assign).

The Developer and the Owners shall hereinafter be collectively referred to as the "Parties" and individually as the "Party".

**WHEREAS:**

- A. The Owners are, jointly and severally, the legal and beneficial owners of 36,794 Square Meters i.e. 44,006 Square Yards (Forty Four Thousand and Six square yards), of land comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425 K, 426 & 426/1 situated in Village Abdullapur, Pargana Meerut, Tehsil Meerut Sadar, District Meerut, mores specifically and clearly described in Schedule I hereto (hereinafter referred to as the 'Project Land'). The area for building construction and development as per the map approved and sanctioned by Meerut Development Authority (MDA) is approximately 12,000 sq. mtrs.

Anita Bansal

INPROSPER INFRASTRUCTURE LLP

Authorized Signatory





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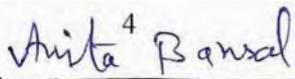
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B. The Owners had entered into and executed a Memorandum of Understanding dated October 8, 2015 ("MOU") with Platina Real Estates Pvt. Ltd., for recording the initial understanding of developing a Middle Income Group (MIG) Group Housing project on the Project Land under the name and style of 'New Saket-Meerut' (hereinafter referred to as the 'Project'). The said Project has been initiated by the Parties under the Samajwadi Awas Yojna, affordable housing scheme as notified by UP Government.

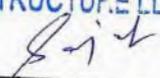
C. In terms of the MOU, it was agreed between the Owners and the Platina Real Estates Pvt. Ltd. that a Development Agreement for the development of the Project on the Project Land would be executed between the Owners and a Limited Liability Partnership (Developer or LLP) established by Platina Real Estates Pvt. Ltd. in which Platina Real Estates Pvt. Ltd. would be the Lead Member and a Designated Partner.

In pursuance to the above understanding, Platina Real Estates Pvt. Ltd. has established a Limited Liability Partnership under the name and style of M/s. Inprosper Infrastructure LLP ("LLP") duly registered under the provisions of the Limited Liability Partnership Act, 2008.

  
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INPROSPER INFRASTRUCTURE LLP

  
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D. The Parties are, therefore, executing the present Development Agreement to record the terms and conditions with respect to development of the Project, whereby the Owners transfer exclusive and irrevocable development rights in favour of Developer/LLP who will develop, market and sell the Project at its own cost and expense, on the Project Land, whereas the legal ownership of the Project Land remains with the Owners which shall be transferred gradually as per the terms hereinafter in favour of prospective buyer(s) and/or the Developer/LLP.

NOW THEREFORE, THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

##### 1.1 Definitions

"Agreement" means this Development Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.



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Anita Bansal



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स्टाम्प का मूल्य (संख्या में) ५७७५.००

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एवं स्टाम्प देने का प्रयोजन

स्टाम्प लिफ्टा का नाम श्री अ. रम

माईसन्स संख्या / नं MT-0513 14 - 27-7-11

विशेष स्थल का नाम सविस्त्री कार्यालय मेरठ

विशेष का दिनांक 3/10/16

₹० का मूल्य लिफ्टा

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"Addendum" shall mean an additional document compiled and executed after executing this Agreement, that contains additional terms, obligations and information, to be complied by Parties, in connection with this Agreement, as if such terms, obligations and information were part of this Agreement, and shall be enforceable in full force on both the parties.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or

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Aita Bansal

INPROSPER INFRASTRUCTURE LLP

Authorized Signatory

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दिनांक	३-१०-२०१६
हस्ताक्षर	मुळादी





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regulation for designing, planning, construction, development, marketing and sale of the Project, contemplated under this Agreement.

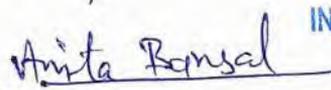
"Distributable Revenue" shall have the meaning ascribed to such term in Article 4.

"Effective Date" means the date of execution of this Agreement.

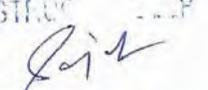
"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"Escrow Account" shall mean the designated bank account opened jointly by the Developer and the Owners in a HDFC Bank/Axis Bank



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एच. स्टाम्प का क्र. 89	
स्ट. का नाम	
लाइसेंस नं./दिनांक	
विक्रय स्थल का नाम	
विक्रय का दिनांक	3-10-2016
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or any other bank wherein the entire receipts of from the Project are deposited.

“Government Authority” shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

“GPA” means the general power of attorney to be executed by the Owners in favour of the Developer/LLP and/or its nominee(s) in respect of the Project substantially in the form attached.

“Project” means a Middle Income Group (MIG) group housing project on the said Project Land, named ‘New Saket-Meerut’ being developed under the Samajwadi Awas Yojna, affordable housing scheme notified by the UP Government.

“Project Land” has the meaning given to it in Recital A herein above.

Anita Bansal

INPROSPER INFRASTRUCTURE LLP

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"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

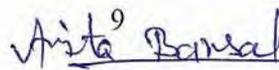
"Saleable Area" shall mean and include in relation to the Project, area constructed and developed, including but not limited to, residential development, commercial component, built-up area, plotted area and made available for sale to and charged for from ultimate buyers/customers of the Project.

"SPA" means the special power of attorney to be executed by the Owners in favour of the Developer/LLP and/or its nominee(s) in respect of the Project substantially in the form attached.

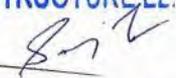
12 **Interpretations:** In this Agreement, unless the context requires otherwise:

(i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);



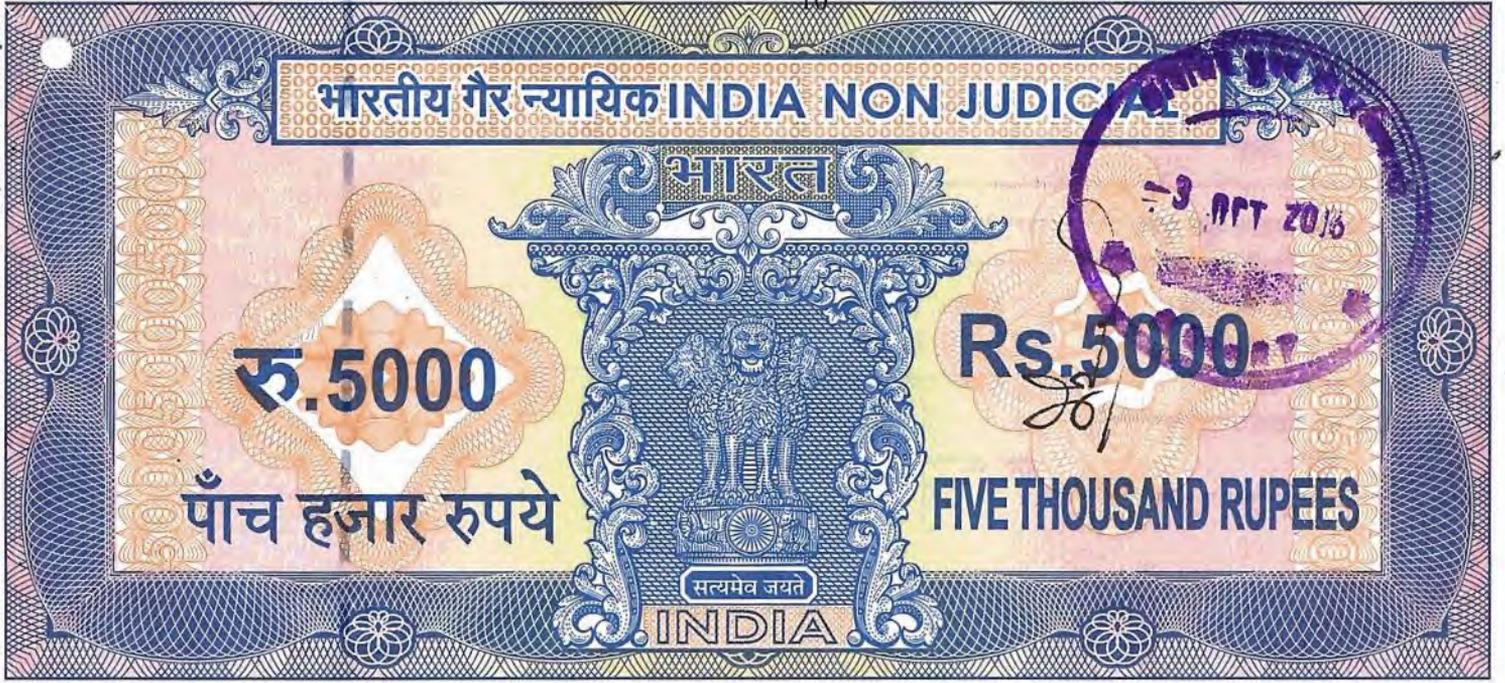


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- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
- (vii) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;

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INPROSPER INFRASTRUCTURE L.

*Signature*

*Signature*  
Authorised Signatory

नाम का मुख (बंद) **1/2**  
 पता का मुख **1/2**  
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 एवं वेधक के मुख का प्रयोग  
 वेधक विद्युत का मुख **1/2**  
 वाहिन्या संख्या/वर्ग  
 विद्युत कक्ष का मुख **1/2**  
 विद्युत का विद्युत **1/2**

विशेष सूचना विभाग  
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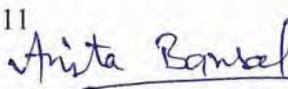
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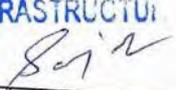
- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

**ARTICLE 2  
PROJECT AND PROJECT LAND**

- 2.1 The Developer shall develop the Project on the Project Land at its own costs and expenses and in accordance with the duly approved maps and building plans issued by the Meerut Development Authority ('MDA') and/or Awas Bandhu. This shall include the costs relating to preparing the construction specifications, internal and external designs, architecture and expenses pertaining to the employment of contractors, employees and consultants.


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- 2.2 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall principally be a Middle Income Group (MIG) housing project under the Samajwadi Awas Yojna, affordable housing scheme as notified by the UP Government.
- 2.3 The Parties agree that all documents, material and statements provided by the Owners at the time of signing of this Agreement as well as at the time of due diligence have been considered as a material representation made by the Owners to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Land. Subject to the other rights available to the Developer under the Agreement, in case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds on the Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage, either during the currency of this Agreement, the Owners shall rectify and remove such defects at their own cost. In the event of failure at the part of the Owners to remove such defect, the Developer shall be entitled to have such defect rectified or removed at the cost and expense of the Owners and such cost incurred by the Developer shall be adjusted from the Owner's Distributable Revenue Share as defined hereinafter. If any loss/cost/damage or liability is incurred by the

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*Anita Bansal*

*[Signature]*  
Authorised Signatory





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Developer due to any defect in the title of the Project Land, the Owners shall keep the Developer, its partners and employees fully indemnified against all such losses.

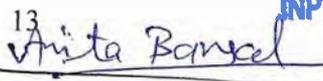
**ARTICLE 3  
CONSTRUCTION AND DEVELOPMENT OF PROJECT**

The Parties have agreed to develop the Project on the Project Land in collaboration where under:

- (i) The Owners have provided the vacant physical possession of the Project Land to the Developer free from all encroachments and Encumbrances, simultaneously with the execution of this Agreement, so that the Developer may exercise its rights and undertake its obligations under the Agreement to execute the Project. It is clarified that the said handing over of the possession is for the purposes of development of the Project and it shall not be deemed to be transfer of possession in pursuance of any part performance contemplated u/s 53A of the Transfer of Property Act, 1882;

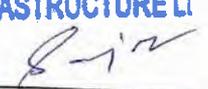
  
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- (ii) The Developer shall obtain the requisite Approvals for development of the Project on the Project Land at its own cost and expenses;
- (iii) Upon signing of this Agreement and grant of possession of the Project Land by the Owners in accordance with this Agreement, the Developer shall undertake construction and development of the Project at its own cost and expenses and development related risks on the Project Land in accordance therewith and as per the terms and conditions of this Agreement ; and
- (iv) The Owners and the Developer shall share the Distributable Revenue (*as defined hereinafter*) received/realized from the Project in the manner as provided hereinafter in this Agreement.
3. The Owners hereby grants in favour of the Developer and the Developer hereby accepts from the Owners the exclusive and irrevocable right to develop the project and sell the Saleable Area in terms of this Agreement.



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Anita Bansal

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Authorised Signatory



क्र. (a)

स्टाम्प का मूल्य : 1000/- (दससौं रु०)

प्राप्ति का कारण : 3-प्रीमिया 3-मा 5-मा 10-मा 15-मा 20-मा

प्राप्ति का स्थान : \_\_\_\_\_

एवं स्टाम्प का मूल्य : \_\_\_\_\_

स्टाम्प वि. लाईसेंस 3000/-

विक्रय स्थल का नाम : \_\_\_\_\_

विक्रय का दिनांक : 11-10-2016

हस्ताक्षर : \_\_\_\_\_

हस्ताक्षर का नाम : \_\_\_\_\_





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- 3.3 The scope of development of the Project Land includes planning, designing, construction and development of residential flats/units, commercial component, plotted development and other amenities as per the Scheme as applicable on the Project Land with all incidental and related facilities and amenities solely at the cost of the Developer.
- 3.4 The Developer shall, in consultation with the Owners, within 90 (Ninety) days from the execution of this Development Agreement, decide upon the architectural designs, layouts and other specifications of the Project. Provided that in case of any difference of opinion occurring between the Parties pertaining to the designs or the construction specifications relating to the Project, the decision of the Developer shall be final and binding in such matter.
- 3.5 The Developer shall thereafter, proceed to obtain the necessary approvals of the said designs, layouts and other specifications concerning the Project from MDA/ Awas Bandhu or any other Government Authority, in minimum requisite time.
- 3.6 That all the Approvals from Government Authority for the development of the Project shall be arranged by the Developer at its

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*Anita Bansal* IMPROSPER INFRASTRUCTURE

*[Signature]*  
Authorised Signatc

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 एय स्टाम्प  
 स्टाम्प : 15  
 लाईसेंस नं. 15  
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 विक्रय का दिनांक 4-10-2016  
 ह० स्टाम्प विक्रय



384724/77 कक्षा राजस्थान

अधीन, राजस्थान



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own expenses. The Owners shall produce/show the original title documents wherever required for reference.

3. In the event, any bank guarantee is required to be furnished to MDA/Awas Bandhu in pursuance of the approval of the maps, the Owners may, with the prior permission of the Developer, mortgage an appropriate portion of the Project Land with the MDA/Awas Bandhu. However in such instance, it shall be the duty of the Developer herein to get the said piece of land so mortgaged released from MDA/Awas Bandhu, preferably within 6 (six) months from the date of approval of the maps from MDA/Awas Bandhu, subject to any regulatory delay.

3. The Owners shall provide full co-operation and necessary assistance to the Developer for the purposes of applying and obtaining the Approvals for the Project, including but not limited to execution and signing of relevant documents, applications, undertakings and affidavits etc. in the course of obtaining of the Approvals.

3. The Owners shall grant to the Developer and its Representatives the right to enter into the Project Land for the purpose of planning, designing and survey and to do all acts in relation to the construction and development of the Project thereon. The Owners

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Anita Bansal

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Authorised Signatory



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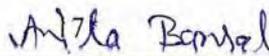
acknowledge that, based on the assurances, representation and warranties granted by the Owners under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Project Land and the rights conferred to the Developer are exclusive and irrevocable and cannot be rescinded under any circumstances without mutual consent of the Parties.

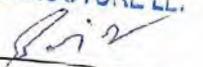
- 3.10 The Developer shall be entitled to engage any contractors, architects, engineers, consultants and workmen for the development of the Project as it may decide from time to time.
- 3.11 Simultaneously with the execution of this Agreement, the Owners shall execute a SPA in favour of the Developer and its representatives which shall be in the form set forth in Annexure II hereto, authorizing the Developer and its Representatives to do all lawful acts and deeds (except open any bank account in the name of the Project or any other account for depositing any receipts/revenues from the project) necessary on behalf of the Owners for the development of the Project and to deal with the Project Land in accordance with this Agreement and to give effect to this Agreement.





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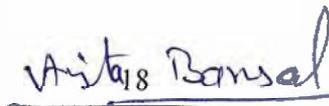


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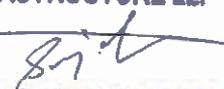
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- 3.12 The Land Owners shall further execute an irrevocable GPA in favour of the Developer/LLP or any other person(s) as may be nominated by the Developer ("Authorized Representatives") which shall be in the form set forth in Annexure I hereto, authorizing the Developer to execute the House Buyer Agreements, Allotment Letters and register the sale deed for sale of units in the Project including transfer of pro rata share in land underneath in favour of the prospective buyers.
- 3.13 The Developer/LLP and/or its Authorized Representatives shall also be authorised to nominate any other person to execute the House Buyer Agreements, Allotment Letters and register the said sale deeds.
- 3.14 It is also agreed that the Owners shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

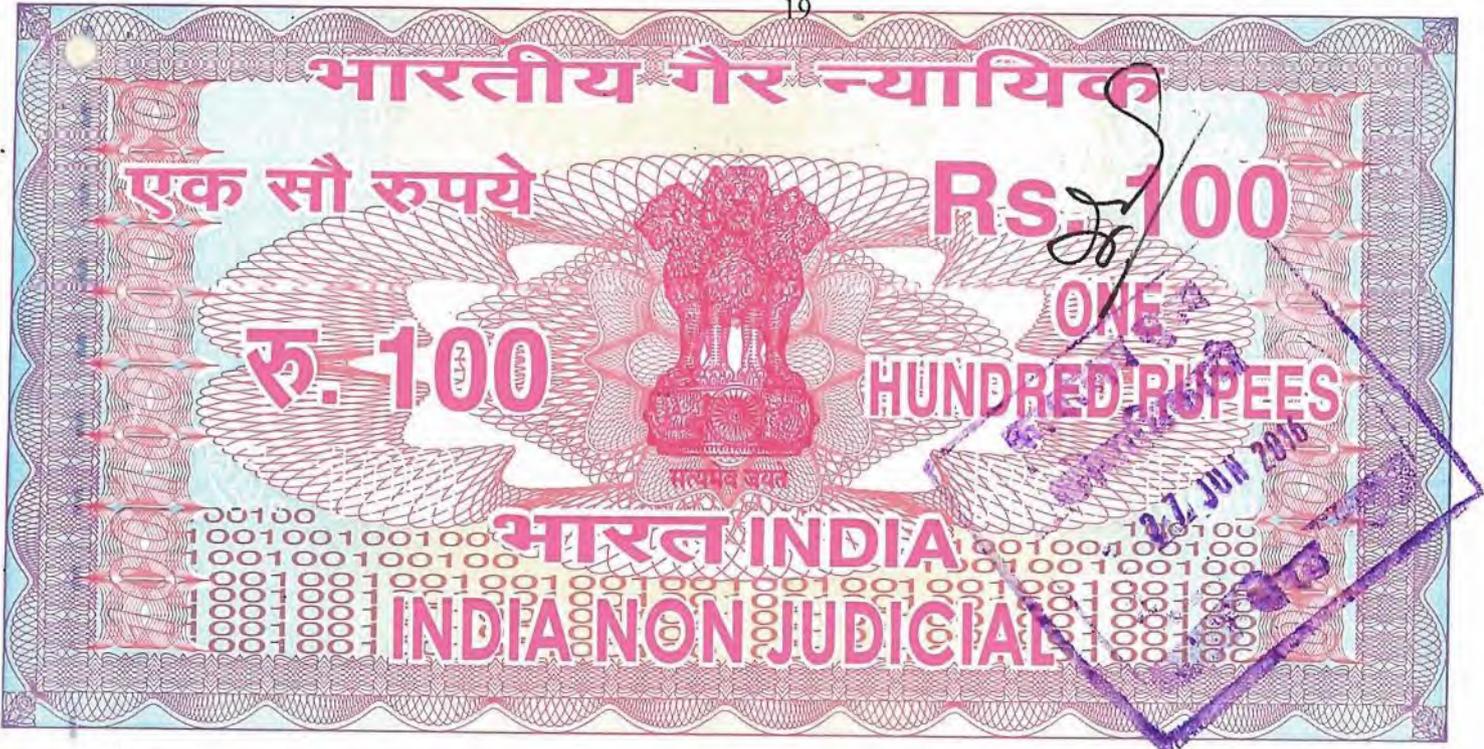




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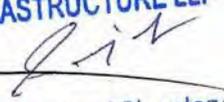


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- 3.15 The Owners shall sign and deliver to the Developer all documents, as may be required to be signed by the Owners in their capacity of owner of the Project Land, for filing the various applications and for obtaining the building plans, and/or any other such licenses and approvals pursuant thereto for the construction and development of the Project.
- 3.16 The Developer shall be free to develop the Project in such manner as it may deem fit and in accordance with the Applicable Law. Subject to the terms of this Agreement, the Owners shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction, development, marketing and sale of the Project by the Developer in any manner and shall provide all assistance and co-operation as may be required by the Developer in relation to the Project. The Developer shall, depending upon the market conditions shall be entitled to amend or modify the plans for the Project, with prior consent of the Owners.
- 3.17 The developer shall provide the copies of all the approvals & finally approved maps of the Project, to the owners.



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**ARTICLE 4**  
**SHARING OF DISTRIBUTABLE REVENUE**

4.1 For the purposes of this Agreement and distribution of revenue from the Project, the following receipts and revenues from the Project shall be distributed ("Distributable Revenue"):

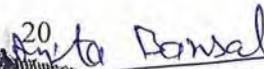
- (i) Basic Sale Price of the units comprised in the Saleable Area;
- (ii) Preferential location charges; and
- (iii) Car Parking Charges.
- (iv) External Electrification Charges (EEC) (If Charged)
- (v) Fire Fighting Equipment Charges (FFEC) (If charged)
- (vi) Infrastructure/Internal Development Charges (IDC) (If charged)
- (vii) External Development Charges (EDC) (If charged)
- (viii) Any other charges received from the prospective buyers except for the statutory taxes & other charges specifically mentioned herein below.

The following amounts which are not included in the term Distributable Revenue and which shall not be distributed to the Owners and shall belong solely to the Developer include:

- (i) All taxes and statutory payments such as service tax, VAT, and other cess and levies;
- (ii) Maintenance Charges;
- (iii) Electric Connection Charges;
- (iv) Club charges;
- (v) Cost of subvention plan (the cost which shall be charged by the bank i.e. to be recovered from the customers as part of the sale price);
- (vi) Any customer discount or brokerage;
- (vii) Maintenance and other Security Deposits; and
- (viii) Any other charges which do not form part of sales consideration.

4.2 For the purpose of calculating the Distributable Revenue, the brokerage, up to a maximum of 5% paid by the Developer towards





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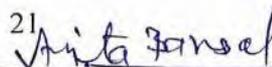
  
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sales and marketing of the Project shall be deducted from the Distributable Revenue before the same is shared by the Parties. It is further agreed and understood by the Parties that brokerage in excess of 5% may also be deducted as per mutual agreement in writing of the Parties.

- 4.3 The Distributable Revenue generated from the sale of the Saleable Area shall be divided and shared between the Owners and the Developer in the ratio of 30:70. That is to say that the Owners shall be entitled to 30% of the Distributable Revenue ("**Owners Distributable Revenue Share**") and the Developer/LLP shall be entitled to 70% of the Distributable Revenue from the Project ("**Developers Distributable Revenue Share**") and the subject to adjustment as provided in clause 4.6 hereof.
- 4.4 Apart from the Owner's Distributable Revenue Share, the Owners shall not be entitled to any other consideration, fee, remuneration or payment of the like nature under this Agreement.
- 4.5 As per the terms of the MOU, the Owners have to be given an Interest Free Refundable Security ("**IFRS**") of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs only) in the following manner:
- i) A sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) has been paid by the Developer vide cheque bearing no. 157318 dated 13.10.2015, drawn on Yes Bank, Raj Nagar District Centre, Ghaziabad in favour of Shri Anil Kumar Bansal upon the execution of the MOU to the Owners and the receipt of which is hereby duly acknowledged by the Owners;
  - ii) A sum total of Rs. 1,00,00,000/- (Rupees One Crore Only) has been paid by the Developer on behalf of Inprosper Infrastructure LLP to the Owners vide five cheques bearing no. 206092, 033775, 033774, 786122 and 786123 dated 08.12.2015, amounting to Rs 12,50,000/- (Rupees Twelve Lakhs and Fifty Thousand Only), Rs. 12,50,000/- (Rupees Twelve Lakhs and Fifty Thousand Only), Rs. 17,00,000/- (Rupees Seventeen Lakhs Only), Rs. 33,00,000/- (Rupees


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Thirty Three Lakhs Only), Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) respectively, totalling Rs. 1,00,00,000 (Rupees One Crore Only) drawn on banks, Bank of India, Axis Bank, Axis Bank, Yes Bank and Yes Bank respectively, amounting to Rs. 50,00,000/- each in favour of Shri Anil Kumar Bansal and Smt. Anita Bansal respectively, on 08.12.2015 (as per the terms of MoU and for the purpose of this Development Agreement) to the Owners and the receipt of which is hereby acknowledged by the Owners;

iii) The balance IFRS amounting to Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) is to be paid by the Developer/LLP to the Owners within 30 days of the receipt of the approved Maps from MDA/ or Awas Bandhu. Any delay in payment of abovementioned IFRS amount, beyond 30 days from the date of approval of maps from MDA/ or Awas Bandhu, shall be compensated by way of interest of 18% P.A. on payable amount of IFRS i.e. amount of Rs. 1,25,00,000/-.

4.6 The amount of the IFRS shall be refunded by the Owners to the Developer/LLP from the Owner's Distributable Revenue Share in the following manner:

- i) Rs. 1,00,00,000/- (Rupees One Crore only) shall be released from the Owner's Distributable Revenue Share in the Escrow Account into the account designated by the Developer/LLP, when the Owner's Distributable Revenue Share reaches Rs. 10 Crores in the Escrow Account.
- ii) Rs. 1,00,00,000/- (Rupees One Crore only), shall be released from the Owner's Distributable Revenue Share in the Escrow Account into the account designated by the Developer, when the Owner's Distributable Revenue Share reaches Rs. 20 Crores in the Escrow Account.
- iii) Rs. 50,00,000/- (Rupees Fifty Lakhs only), shall be released from the Owner's Distributable Revenue Share in the Escrow Account into the account designated by the Developer, when


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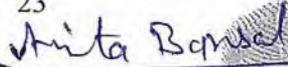
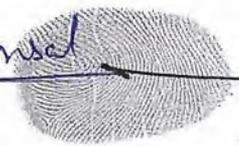
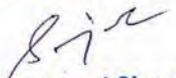

the Owner's Distributable Revenue Share reaches Rs. 30 Crores in the Escrow Account.

4.7 It is hereby agreed by the Parties that, all the sale proceeds and revenue received/ realized from the Project including the Distributable Revenue shall be deposited only in an Escrow Account to be opened jointly by the Developer and the Owners in HDFC Bank/Axis Bank or any other bank. The Parties will try to open the Escrow Account under the name and style of "New Saket Meerut" subject to acceptability by Bank. The Developer shall ensure that all the booking, application forms, allotment agreement carry details of such escrow account and the buyer(s) shall pay/deposit the sale consideration for the units in the project into such escrow account only. The negotiable instruments such as cheques, demand drafts etc. shall be deposited in the such escrow account only. The Bankers/Escrow Agent shall have an irrevocable instruction to remit the share of the Owners (i.e. 30% of the Distributable Revenue) into the designated Bank Account of the Owners, and the same shall not be affected by the difference in day to day operations of the project between the parties. The Developer hereby agrees that the standing instructions to the banker in relation to the escrow account shall not be changed or modified without prior written consent of the Owners. The Developer undertakes and ensure that it shall not open any other bank account(s) for depositing any receipts/revenues realized from the Project other than the designated Escrow Account jointly opened by the Owners and the Developer.

4.8 The Parties agree that the Distributable Revenue shall be distributed from the Escrow Account in the following manner by the Escrow Agent:

- a. Eighty Percent of the amounts deposited in the Escrow Account shall be transferred to the designated bank accounts of the Developer and the Land Owner in the proportion of their sharing ratio, i.e. 70:30, as prescribed in the Escrow Agreement on a daily or regular basis (as and when the money is received in the


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Escrow Account). The said percentage of Eighty Percent can be revised with written consent of the Parties;

- b. The Developer shall submit a statement of Distributable Revenue received during the fortnight alongwith the details of the amount to be transferred to the designated bank accounts of the Owners and the Developer (after adjusting the amounts transferred as prescribed in sub clause (a) above) to the Escrow Agent and the Owners and the Escrow Agent shall thereafter transfer the said amounts to the designated bank accounts of the Owners and the Developer as prescribed by the Owners and the Developer on a fortnightly basis.
- c. A sum of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs only) from the Owners Distributable Revenue Share shall be deposited in the account designated by the Developer in the manner as provided in Clause 4.6 above;
- d. Simultaneously with the payments of the amounts mentioned in Clause 4.6 above in favour of the Developer, the balance Owners Distributable Revenue Share shall be deposited in the account designated by the Owners as mentioned in sub clause (a) above.
- e. After the completion of the payments of the amounts mentioned in Clause 4.6 above in favour of the Developer, the Owners and the Developers Distributable Revenue Shares shall be deposited in the designated accounts of the Developer and the Owner as mentioned in sub clause (a) above.

4.9 The Parties shall execute a detailed escrow agreement in this regard with the Escrow Agent incorporating the detailed escrow mechanism.

4.10 All payments to be made to the Owners towards their share of the Distributable Revenue under this Agreement shall be made subject to applicable withholding taxes as per the provisions of the Income Tax Act, 1961.

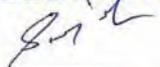




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- 4.11 That the Owners shall have a right to opt for any size of saleable built-up area in lieu of their Revenue Share, on that they would be entitled to maximum discount on the same, as the discount offered as brokerage to the brokers.
- 4.12 The Parties hereby agree to execute, by way of an addendum, a separate Escrow Agreement, outlining bank details of the Designated Escrow Account opened jointly by Developer and Owners in which entire project receipts/revenues are to be deposited, including fulfilment of ancillary monetary obligations as per this Agreement. The above addendum as and when executed will form integral part of this Agreement.

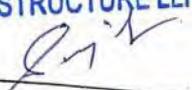
**ARTICLE 5**  
**RIGHTS AND OBLIGATIONS OF THE DEVELOPER**

- 5.1 The Developer shall keep the sale price of the Saleable Area in the Project in a manner so as to ensure that the average gross sales collection is not less than Rs. 2,000/- (Rupees Two Thousand Only) per Sq.Ft. for the first 100 (Hundred) Units sold in the Project. Provided that the sale price can be further increased with the mutual consent of both the Parties and depending upon the response of the market. It is hereby further agreed by the Parties that, depending on the response received from the market and taking into consideration the market conditions, the Developer shall have the right to sell the Saleable Area of First 100 Units only, at a rate not less than Rs. 1,800/- (Rupees One Thousand Eight Hundred only) per Sq.Ft. after discussions with the Owners. In such a case, no further brokerage or discount shall be deducted from the sale proceeds to calculate the Distributable Revenue.
- 5.2 The Developer agrees and undertakes to obtain all the Approvals, including but not limited to sanction for building plans, zoning approvals, NOC from Ministry of Environment and Forests, NOC from State Pollution Board, NOC from Airport Authority required to develop the Project on the Project Land in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof in a manner that maximizes value for both Parties.



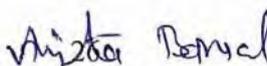


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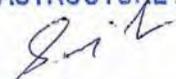
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- 5.3 The Developer shall construct, develop and market the Project and sell the Saleable Area and deposit the revenue therefrom in the Escrow Account.
- 5.4 The Developer shall be entitled to plan, promote, advertise, sell and do all the incidental works pertaining to the Project and placing of the logos and names of the both the Developer and the Owners, i.e. 'Landcraft Group' and 'Bansal Group', in equal fonts and proportions on all independent platforms related to this Project; and where 'New Saket-Meerut' is used, the Developer shall use and place the logo of 'Landcraft Group' and Abridged Logo of 'Bansal Group', shall be placed with the project name, 'New Saket-Meerut', as attached. Further, the above will not apply to the branding activities conducted by Landcraft/Developer together with Landcraft's/Developer's other projects or in the Landcraft's/Developer's individual/independent platforms. It is hereby clarified that the Developer has agreed to use the name and logo of the Bansal Group/Land Owner only for branding purposes and the project is not co-developed and cannot be represented/depicted as co-developed on any platform, whatsoever. A NOC from Bansal Group in this regard is also attached.
- 5.5 The Developer shall engage contractors, architects, engineers, consultants and workmen for execution of the Project.
- 5.6 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 5.7 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard, further the Owners shall not be liable for any proceedings, third party claims, damages etc. arising out of development of the project by the Developer.
- 5.8 The Developer shall not take any Loan based on the security of the Project Land. However the Developer shall be entitled to obtain any



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secured and/or unsecured loans which do not involve any charge, lien or mortgage of Project Land.

5.9 The Developer shall, subject to the MDA/Awas Bandhu Norms and Byelaws, decide the consumption and utilization of the FSI, ground coverage and number of dwelling units pertaining to the Project after prior discussion with the Owner.

5.10 The Developer, while carrying out the development of the Project itself or through its agents, contractors representatives or in the course of sale of the Project shall ensure that all relevant statutes, laws, bye-laws are complied with and no liability, cost, damage and demur is subjected to the Owners because of any non-compliance.

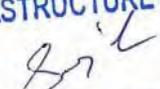
5.11 All responsibility of development of the Project shall be of the Developer and the Owners shall not be liable for any of the faults on the part of Developer for construction and development of the Project.

5.12 On the completion of the Project, the Developer shall prepare the compounding maps and other documents for completion certificates and will arrange the compounding and completion certificate of the Project. Any compounding fee and other incidental costs or charges thereto shall be borne by the Developer in this regard.

5.13 The Developer shall make available to the Owners, in the pre-decided formats, the Monthly Income Statement (MIS) of the sales reports and other incidental information related to sale of the Project. Both the Parties will have a right to get books of accounts and incidental documents etc. related to the Project, get audited by their chartered accountants at any proper time at their own costs.

  
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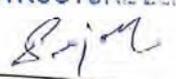
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**ARTICLE 6  
OBLIGATIONS OF THE OWNERS**

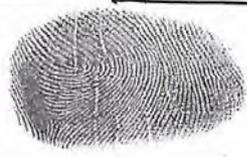
- 6.1 The Owners have assured the Developer that the Project Land falls under the residential zone / residential land use under the Master Plan 2021 of the Meerut Development Authority and is fit for development of the Project and there is no impediment for developing the Project on the Project Land.
- 6.2 The Owners further represent that one side of the Project Land abuts 18 meter wide road with a frontage of 45.57 meters, the widening of the road is being planned by the Meerut Development Authority ("MDA").
- 6.3 The Project Land shall be demarcated by the Owners as per Survey Report & actual position of the site and the Owners shall further provide/construct a barricading/no entry wiring with poles done throughout the Project Land; the cost of which shall be borne by the Developer.
- 6.4 The Owners shall execute the irrevocable SPA and GPA as per terms herein and get the same registered in the form as per Annexure I and Annexure II respectively in the manner and in accordance with the timelines provided in this Agreement.
- 6.5 The Owners shall ensure that the Project Land is free from all encroachments at site.
- 6.6 The Owners undertake and confirm that the rights conferred in favour of Developer under this agreement are exclusive and irrevocable.
- 6.7 The Owners shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.



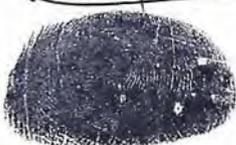
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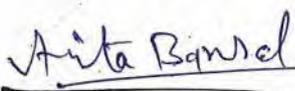


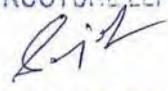
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- 6.8 The Owners undertake and assure that the Owners and/or any other person(s) claiming under them shall not, in any way, transfer, encumber, mortgage or part with its/their rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance on the Project Land or create any hindrance or obstruction in the development of the Project, except as may be directed by the Developer.
- 6.9 The Owners shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto.
- 6.10 The Owners shall, at the request of the Developer, execute sale deeds or other form of title documentation in favour of the prospective buyers of the Saleable Area in the Project and/or authorize such person(s) nominated by the Developer for this purpose.
- 6.11 All expenses, costs and taxes including taxes and cost with respect to the Project Land up to the date of this Agreement shall be solely paid and borne by the Owners. The Owners shall provide required assistance and cooperation to the Developer for obtaining the Approvals including execution of necessary documents, applications and affidavits in this regard.
- 6.12 The Owners hereby agree and confirm that upon receiving the Owners' Share Distributable Revenue Share, the total rights, interest and proprietary possession of the Owners in the Project Land shall deemed to have been fully vested in the Developer and/or its nominees including the purchasers of the Saleable Area and only legal formalities/documentation (if any required) will remain to be done. The vesting of share, rights, interest and proprietary possession in the Project Land shall be continuous and undivided on pro rata basis proportionate to the total amounts received by the Owners including the unadjusted amount of the refundable security deposit on the relevant date.


  
  
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- 6.13 Within four months of the execution of this Agreement, the Developer undertakes to present this Agreement or the agreement between the Owner and the LLP for registration before the concerned jurisdictional sub-registrar.

**ARTICLE 7  
COMPLETION**

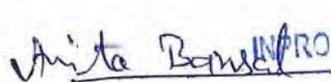
- 7.1 Subject to Force Majeure conditions and due performance of their obligations by the Owners, the Developer shall complete the development of the Project on the Project Land in accordance with the Approvals obtained and the Applicable Law.

**ARTICLE 8  
RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN**

- 8.1 The Owners hereby confirm that:

- (I) The Developer shall have the sole right to market, allot, sell, transfer, let, the entire or any part of the Project to the prospective buyers/ transferees. The Owners shall provide full co-operation and assistance in this regard and undertake not to cause any interruption in the same.
- (II) The Owners hereby authorize the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the Owners and the Owners shall execute/ register appropriate special power of attorney and the irrevocable GPA as per terms herein before, providing such authorization in respect hereof in accordance with the timelines provided in this Agreement.
- (III) The Developer shall have the right to collect and receive the Distributable Revenue and other charges and fees with respect to the Project.
- (iv) The Developer will provide the copies of underwriting



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broking agreement between the Developer and the prospective brokers, with regard to the Project, to the Owners.

- 8.2 The Developer or any agency nominated by the Developer shall have the sole right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws.

**ARTICLE 9  
FUNDING**

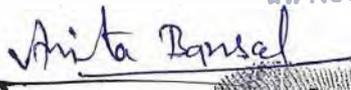
- 9.1 The Developer plans to fund the construction and development of the Project using its own capital resources and/or through funding from bank/ financial institutions.
- 9.2 The Developer shall not create any charge, lien or mortgage of whatsoever nature on the project land.
- 9.3 The Developer shall also have the right to raise loan/ funding/ borrowing by way of creation of charge over the receivables from the Project with any bank and/or financial institution as may be agreed mutually between the Parties.
- 9.4 The cost of funding/ loan as above shall be borne and paid and repayment of such loan of the lender shall be done by the Developer from the Developers Distributable Revenue Share or any other source as the Developer may deem fit. The Owner shall not have any liability towards repayment of any financial assistance availed by the Developer for the development of the Project.

**ARTICLE 10  
REPRESENTATIONS AND WARRANTIES**

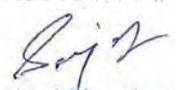
- 10.1 The Owners hereby, jointly and severally, represent and warrant as follows:

  
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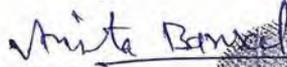
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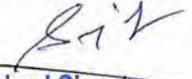
- (i) The Owners are the lawful owner and in vacant and physical possession of the Project Land, with all rights appurtenant thereto.
- (ii) The Owners have paid the cost for acquiring the Project Land in full, including but not limited to the purchase price, and if any such charges are found to be due the same shall be borne and paid by the Owners.
- (iii) The Project Land is clear from all defects in title/ ownership. The title is clear, marketable and capable of being developed into the Project.
- (iv) The Owners have clear and marketable title over the Project Land and the Project Land is free from all Encumbrances.
- (v) The Owners hereby represent to the Developer that all taxes, cess, duties, levies, interest, penalty, fine or arrears as may be applicable on the Project Land on the date of execution hereof and as demanded have been paid and cleared. Any demand/dues, if any, in this regard for the period upto the Effective Date shall be borne and paid by the Owners. And, after the Effective Date, the Developers will bear all the betterment charges in respect of the said property and all taxes, Municipal, Collector's bills, etc.
- (vi) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened at present. There are no restrictions or ceilings applicable on the landholdings comprising the Project Land and neither any part of the Project Land has been notified or forms part of the forest land. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person, including any revenue authority.

  
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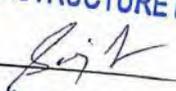
  
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- (vii) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Owners are not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Project Land.
- (viii) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Owners at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Owners to perform their respective obligations under this Agreement.
- (ix) The transfer of the undivided share of the Project Land in favour of the prospective buyers shall not be affected by the provisions of Section 281 of the Income Tax Act, 1961.
- (x) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and the Owners have not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (xi) The Owners shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).




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(xii) The Project Land is free from Government acquisition.

(xiii) All the representations and warranties are valid notwithstanding any information or document furnished to or findings made by the Developer during any due diligence exercise and no such information, document or finding shall limit the liability of the Owners hereunder.

10.2 The Developer hereby represents and warrants as follows:

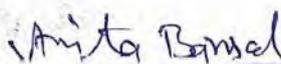
(i) The Developer shall arrange the requisite resources to construct and develop the Project as per the terms and conditions agreed in this Agreement.

(ii) The Developer shall construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement.

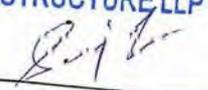
10.3 The Owners and the Developer hereby represent and warrant to each other that:

(i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.

(ii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.



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- (iii) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (v) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vi) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

**ARTICLE 11  
SALES AND MARKETING**

- 11.1 The Parties hereby agree that the entire marketing and sale of the Project shall be done by the Developer.
- 11.2 It is hereby agreed that any intellectual property rights developed, whether registered or not, in respect of the Project pursuant to this

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*Anita Bansal*

**INPROSPER INFRASTRUCTURE LLP**  
A handwritten signature in blue ink is written above a horizontal line. Below the line are two fingerprints: a dark one on the left and a lighter one on the right. The text "INPROSPER INFRASTRUCTURE LLP" is printed in blue above the signature. Below the signature and fingerprints, the text "Authorised Signatory" is printed in blue.

Authorised Signatory

Agreement shall be owned, used and possessed by the Developer only. The Developer shall have all the rights, titles and interest in such intellectual properties and the sole and exclusive right to use such intellectual property rights and the Owners shall not have any right/ title/ interest in respect thereto in any manner whatsoever. The Developer shall be entitled to register the same at its own discretion. Further, the Owner can use the above intellectual property rights only with the prior written consent of the Developer.

11.3 The Developer in discussion with the owners will decide the time and manner of sale and marketing of the Project in a business prudent manner. In the event the Developer decides during any period that it is not favourable/ profitable period for sale of Saleable Area, the Developer in discussion with the owners may phase out the sale of the Project in a manner mutually decided.

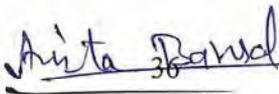
11.4 Subject to the other terms of this Agreement, the Developer shall be solely entitled to market the Project and negotiate the sale price of the Project for the mutual benefit of the Parties.

11.5 The Developer shall be entitled to make advance bookings and to enter into agreements for sale with any prospective buyer(s) for the Saleable Area of the Project at the price and as per the payment schedule as may be provided in this Agreement or mutually agreed by the Parties.

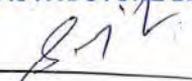
11.6 The Parties hereby agree that sale of the Saleable Area shall be made through execution of a Flat Buyer Agreement with the prospective buyer/customer having Owners, Developer and the prospective buyer as parties to this agreement. The said agreement will be signed by the prospective buyer and by the Developer on its behalf and as the special power of attorney holder of the Owners for which the Owners will execute the required special power of attorney authorizing the Developer to execute the said documents.

11.7 The Owners shall provide the Developer and its Representatives with necessary written authorities, power of attorneys authorizing the Developer and its Representatives to sign and execute flat






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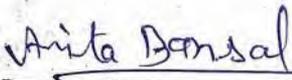


buyer's agreement or such other agreement in favour of prospective buyers, allottees and for transfer of the rights, title or interest in the Saleable Area, viz. sale deeds, conveyance deeds or any other lawful deed/ agreement in favour of prospective buyers/ allottees and to receive consideration/proceeds by way of cheques, pay orders or similar bank instruments only, which shall be deposited in the Escrow Account as stated above.

- 11.8 The Owners shall further, as and when considered expedient by the Developer, sign and execute all documents/ deeds/ instruments, etc., for transfer/ conveyance of titles and interest in the Saleable Area in the Project in favour of the proposed buyers.
- 11.9 The Owners shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales strategy of the Developer.
- 11.10 The Parties do understand and undertake that this Development Agreement is irrevocable and commit themselves to abide by the terms of the agreement in its letter and spirit till the completion of the Project in all respects. However in any eventuality (e.g. when all the construction activities are complete and there remain some unsold built up inventory taking time to liquidate), if the situation so demands that premature-termination of the agreement is inevitable, then the parties may resort to distribution of remaining built up unsold inventory in such an amicable manner that respective entitlements of the parties arising out of this agreements stand fulfilled and no hindrance is caused to possession and execution of sale deeds in favour of prospective buyer(s) as per allotment terms. Any possession of units so allotted in favour of Owners shall be handed over in due course of business.

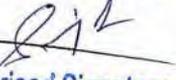
  
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**ARTICLE 12  
INDEMNIFICATION**

12.1 Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, partners and affiliates ("Non-Defaulting Party") from any or all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
- (ii) any willful act of omission or commission, material breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

12.2 In the event of any defect in relation to the Project Land, the Owners shall remedy the defect at their own cost and expenses and shall keep the Developer, its partners and employees fully indemnified against all losses incurred by them in this regard.

If the maps of the Project are not approved or the developer faces any difficulty in executing its responsibilities with respect to project due to any title defect or any other defect in the Project Land only, the Owners shall forthwith rectify and remove such defects at their own cost. In the event failure at the part of the Owners to remove such defect, the Developer shall, subject to its other rights under this Agreement, be entitled to have such defect rectified or removed at the cost and expense of the Owners and such cost incurred by the Developer shall be adjusted from the Owner's Distributable Revenue Share.

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*Anita Bansal*

*[Signature]*  
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**ARTICLE 13**  
**FORCE MAJEURE**

13.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Majeure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or Policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. Financial inability of a Party to perform shall not be a ground for claiming a Force Majeure. The Affected Party shall immediately notify the other Party of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist.

**ARTICLE 14**  
**DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION**

14.1 *Amicable Settlement:* In the case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

*Amita Bansal*

INPROSPER INFRASTRUCTURE

*[Signature]*  
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14.2 **Arbitration:** If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, each of the Party shall appoint one arbitrator and two arbitrators so appointed shall appoint the third arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Ghaziabad. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

14.3 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in Ghaziabad only.

## ARTICLE 15

### MISCELLANEOUS PROVISIONS

15.1 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

15.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

15.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal



Vinita Bansal

IN PROSPER INFRASTRUCTURE LLP

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debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts. The share of Distributable Revenue of the Owners shall be paid to them after deduction of applicable taxes, both present and the taxes which may be levied in future.

- 15.4 **Stamp Duty & Registration:** The Developer shall get this Agreement and the GPA and SPA executed pursuant to this Agreement registered. It is hereby agreed that the cost of registration and the value of appropriate/applicable stamp duty only payable on this Agreement shall be shared by the Parties in the ratio of sharing the Distributable Revenue, i.e. 70:30, between the Developer and the Owners. Provided that the share of stamp duty of the Owners, may be paid by the Developer and the Developer will have a right to deduct the said amount paid for the stamp duty on behalf of the Owners from the third installment of the IRFS, i.e. Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) that has to be paid by the Developer to the Owners. It is, however, agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Owners.
- 15.5 **Future or Further Extension of the Project:** That if any adjacent land or part of land which is not part and parcel of the said project, is intended to be purchased or developed as further or future extension or part of the project, both the parties will develop it jointly through a new SPV. Neither party would acquire or develop any adjacent land or piece of land alone, as part or extension of the Project, except with prior consent of the other Party.
- 15.6 **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, courier, facsimile, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:





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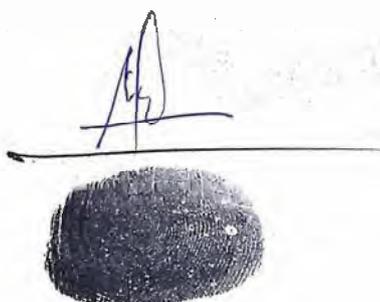
15.9 **Termination:** If the Approvals for the development of the Project are not granted by the Government Authority even after 180 days of submission of the applications by the Developer, on account of no fault on the part of any of the Parties hereto, the Developer shall have a right to terminate this Agreement. In such an event, the IFRS shall be refunded by the Owners without any interest within 3 months of termination of the Agreement.

Provided that, if the Approvals are not granted due to any title defect or any other defect in the Project Land or any part thereof or in land documents, the Owners shall, in addition to IFRS, also pay an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) to the Developer as compensation to the Developer. Provided further that, if the Approvals are not granted due to any willful default on the part of the Developer, then the IFRS shall be refunded by the Owner after deduction of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) as compensation to the Owner. There shall be no penalty of any kind imposed on either Party, where the Approvals are not granted for no fault on the part of any of the Parties hereto.

15.10 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

15.11 **Joint and Several:** The Land Owners hereby confirm and agree that their obligations, covenants and representation set forth in this Agreement are joint and several.

15.12 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.

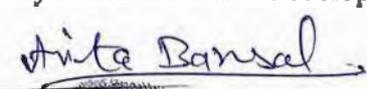




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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by the Owners and Developers:

**Anil Kumar Bansal &  
Smt. Anita Rani Bansal**

**Inprosper Infrastructure LLP  
Authorized Signatory**

**SCHEDULE I****DESCRIPTION OF THE PROJECT LAND**

Plot of the land admeasuring 36,794 Square Meters i.e. 44,006 Square Yards (Forty Four Thousand and Six square yards), comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425 K, 426 & 426/1 situated in Village Abdullapur, Pargana Meerut, Tehsil Meerut Sadar, District Meerut

**Description and Plan of the Project Land**

Name	Khasra No.	Area (In Hectares)	Area (In Sq. Yards)
	419	0.1193	1427
Anil Bansal	420	0.0030	36
Anil & Anita Bansal	421	0.0106	127
Anita Bansal	422	0.6556	7841
Anita Bansal	423	1.4412	17237
Anil & Anita Bansal	424	0.8547	10222
Anil Bansal	425 K	0.0380	454
Anil Bansal	426 & 426/1	0.5570	6662
<b>Total</b>		<b>3.6794 Hectares</b>	<b>44,006 Square Yards</b>

The area for building construction and development as per the map approved and sanctioned by Meerut Development Authority (MDA) is approximately 12,000 sq. mtrs. The copy of Map is attached.




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**KNOW ALL MEN BY THESE PRESENTS THAT WE, (i) Shri Anil Kumar Bansal, S/o. Shri Surendra Bansal; and (ii) Smt. Anita Rani Bansal, W/o. Shri Anil Kumar Bansal, both residents of 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh (hereinafter referred to as the "EXECUTANTS", which expression shall mean and include its successors and permitted assigns).**

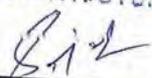
Capitalized words and expressions used but not defined herein shall have the same meaning as ascribed to them in the **Development Agreement** dated 05/10/2016 executed by and between the EXECUTANTS and the **Inprosper Infrastructure LLP** (hereinafter referred to as the "**Developer**" or "**LLP**").

**WHEREAS:**

- A. WHEREAS the EXECUTANTS are the absolute and lawful owner and in peaceful physical possession of land admeasuring 36,794 Square Meters i.e. 44,006 Square Yards (Forty Four Thousand and Six square yards), comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425 K, 426 & 426/1 situated in Village Abdullapur, Pargana Meerut, Tehsil Meerut Sadar, District Meerut (hereinafter referred to as the "**Project Land**"). The area for building construction and development as per the map approved and sanctioned by Meerut Development Authority (MDA) is approximately 12,000 sq. mtrs.
- B. The EXECUTANTS and the **Developer (LLP)** have executed a Development Agreement dated 05/10/2016 for development of a group housing ("**Project**") on the Project Land on the terms and conditions mentioned therein ("**Development Agreement**"); and
- C. Under the Development Agreement, the EXECUTANTS have, *inter alia*, agreed to execute a power of attorney in favour of the **Developer (Inprosper Infrastructure LLP)**, authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the Project, in the manner hereinafter appearing.

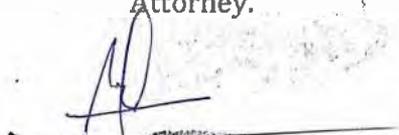
  


Anita Bansal  


INPROSPER INFRASTRUCTURE LLP  
  
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**NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS** do hereby nominate, constitute and appoint **the Developer (Inprosper Infrastructure LLP)**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 109, Kila Road, Abdullapur, Meerut, Uttar Pradesh 250001 (hereinafter referred to as the "**ATTORNEY**", which expression shall, wherever the context permits, mean and include its successors and permitted assigns) as our true and lawful general power of attorney holder to do the following acts, deeds and things in our name and on our behalf in respect of the Project, for development and sale of the Project in pursuance of the Development Agreement:

1. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the Saleable Areas and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, flat buyer agreements, allotment, lease, sub-lease, license, sub-license, sale, conveyance and/or transfer of the Saleable Areas in favour of prospective allottee(s)/ transferees, as the ATTORNEY may deem fit.
2. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/documents for registration of sale/ lease/ transfer, as the case may be, of the Saleable Areas in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.
3. To give formal possession of the Saleable Areas or any part thereof to the prospective allottee(s)/ transferee(s).
4. To appoint any other general/ special power of attorney and delegate all or any of the powers given under this Power of Attorney.




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And, generally to do any and/or all such other acts, deeds, matters and things (except to open bank accounts in the name of the Project or any other account for depositing any receipts/revenues from the project) which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect of the Project to be developed on the Project Land even if they are not covered by the aforesaid acts.

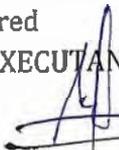
And, the EXECUTANTS do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANTS personally as if present and shall be binding on the EXECUTANTS.

And, the EXECUTANTS and the ATTORNEY hereby agree that this Power of Attorney has been granted to the ATTORNEY for a consideration under the Development Agreement.

**IN WITNESS WHEREOF, the EXECUTANTS have set their hand to this writing at Meerut, on this 05 day of October, 2016.**

Signed, Sealed and Delivered  
For and on behalf of the EXECUTANTS

\_\_\_\_\_  
**Shri Anil Kumar Bansal**


\_\_\_\_\_  
**Smt. Anita Rani Bansal**


*Accepted by Attorney*

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**Inprosper Infrastructure LLP**



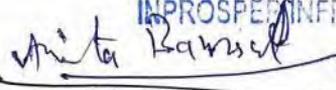
**KNOW ALL MEN BY THESE PRESENTS THAT WE**, (i) Shri Anil Kumar Bansal, S/o. Shri Surendra Bansal; and (ii) Smt. Anita Rani Bansal, W/o. Shri Anil Kumar Bansal, both residents of 251, Harnam Das Road, Civil Lines, Meerut, Uttar Pradesh (hereinafter referred to as the **"EXECUTANTS"**, which expression shall mean and include its successors and permitted assigns).

Capitalized words and expressions used but not defined herein shall have the same meaning as ascribed to them in the Development Agreement dated 05/10/2016 executed by and between the EXECUTANTS and Inprosper Infrastructure LLP (hereinafter referred to as the **"Developer"** or **"LLP"**).

**WHEREAS:**

- A. WHEREAS the EXECUTANTS are the absolute and lawful owner and in peaceful physical possession of land admeasuring 36,794 Square Meters i.e. 44,006 Square Yards (Forty Four Thousand and Six Square Yards), comprised in Khasra Nos. 419, 420, 421, 422, 423, 424, 425 K, 426 & 426/1 situated in Village Abdullapur, Pargana Meerut, Tehsil Meerut Sadar, District Meerut (hereinafter referred to as the **"Project Land"**). The area for building construction and development as per the map approved and sanctioned by Meerut Development Authority (MDA) is approximately 12,000 sq. mtrs.
- B. The EXECUTANTS and the Developer/LLP (Inprosper Infrastructure LLP) have executed a Development Agreement dated 05/10/2016 for development of a Group Housing (**"Project"**) on the Project Land on the terms and conditions mentioned therein (**"Development Agreement"**); and
- C. Under the Development Agreement, the EXECUTANTS have, *inter alia*, agreed to execute a power of attorney in favour of the Developer/LLP, authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the Project, in the manner hereinafter appearing.

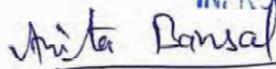

INPROSPER INFRASTRUCTURE LLP  
 Anita Bansal  
  
 49  
  
  
 Authorised Signatory

**NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS** do hereby nominate, constitute and appoint the Developer/LLP (Inprosper Infrastructure LLP), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 109, Kila Road, Abdullapur, Meerut, Uttar Pradesh 250001 (hereinafter referred to as the "ATTORNEY", which expression shall, wherever the context permits, mean and include its successors and permitted assigns) as our true and lawful special power of attorney holder to do the following acts, deeds and things in our name and on our behalf in respect of the Project, for development and sale of the Project in pursuance of the Development Agreement:

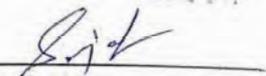
1. To enter upon the Project Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project.
2. To undertake construction and development of the Project either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.
3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, orders, notifications, for and in respect of the development of the Project and in particular the following, viz.:
  - (i) to apply for, submit and follow up application for obtaining the Approvals for development of the Project on the Project Land;
  - (ii) to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the ATTORNEY may desire;




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INPROSPER INFRASTRUCTURE LLP

  
 Authorised Signatory

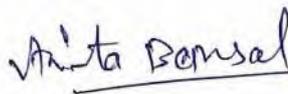

- (iii) to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);
  - (iv) to appear and represent the EXECUTANTS before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project;
  - (v) generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project on the Project Land; and
  - (vi) to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the EXECUTANTS, as required from time to time in connection therewith.
4. To do all such acts, deeds and things as may be required for making the Project Land fit and proper for the purposes of the development and construction of the Project thereupon.
5. To construct, reconstruct, repair, improve upon or otherwise develop the Project or any part or portion thereof subject to the provisions of the Development Agreement and in accordance with the building plans and specifications, commencement certificate and other requirements of the concerned authorities and for that purpose to employ/ engage the services of contractors, architects, engineers, surveyors and other professionals as may be required in that behalf.

  
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*Arifa Baryal* INFROOPER BUILDING GROUP  
\_\_\_\_\_

    
Authorized Signatory

6. To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at the ATTORNEY'S costs, construction work of the Project and every part thereof in accordance with the building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.
7. To prepare and/or get prepared and to submit and file with all concerned authorities, government or otherwise applications for grant and/or issue of permits, quotas, licenses and authorizations for allotment of cement, steel and other controlled building material that may from time to time be required for the purpose of construction and erection of building(s) on the Project and for that purpose to appear before any authority or officers to make any statement and give any particulars as from time to time be necessary and/or required to be obtained and take delivery of such building materials to which said licenses, permits, quotas or authorizations may relate and to utilize the same for the purpose of development of the Project.
8. To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the EXECUTANTS before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time.
9. To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, approvals, no-objections and permissions for the construction and development of the Project.



INPROSPER INFRASTRUCTURE LLP

  
Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान सागर बंसल एड०

पेशा वकालत

निवासी :-

व यश कुमार  
सुनील कुमार

पेशा  
निवासी के 25 कवि नगर गाजियाबाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

*Handwritten signature of Saagar Bansal*  
*Handwritten signature of Yash/Sunil Kumar*



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Handwritten signature in red ink*

सुप्र. निवृत्तक प्रथम,  
वेरुड (प्रथम)  
0/2016



10. To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the Project and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.
11. To attend to, to manage, look after, watch, examine and take care of the Project Land/Project or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are already existing and/or being made hereafter and/or erected or constructed by any person or persons or body on the Project Land or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.
12. To procure/ obtain such financial assistance from any financial institution/ banks by creating a charge on the Project receivables only as security for its debt/ repayment obligations and for development of the Project, subject to the terms and conditions stipulated in the Development Agreement.
13. To apply for and obtain and receive refund of moneys paid and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.
14. To do all marketing, publicity and advertising activities and make advance bookings and to allot, lease, sub-lease, license, sub-license, sell, transfer and dispose off the Saleable Areas (as defined in the




Aista Bawa



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INPROSPER INFRASTRUCTURE



Authorized Signatory

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प्रतिफल

मालियत

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योग

पृष्ठों की संख्या

श्री

अनिल कुमार बंसल

पुत्र श्री

सुरेन्द्र बंसल

व्यवसाय

निवासी स्थायी

251 हरनामदास रोड मेरठ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

5/10/2016

समय

4:21PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

- उप निबन्धक प्रथम,

मेरठ (प्रथम)।

5/10/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

विक्रेता

क्रेता

श्री अनिल कुमार बंसल

पुत्र श्री सुरेन्द्र बंसल

पेशा

निवासी 251 हरनामदास रोड मेरठ

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पुत्र श्री एस के गर्ग

पेशा

निवासी सी 64 से 44 नोएडा

श्रीमती अनिता रानी बंसल

पत्नी श्री अनिल कुमार बंसल

पेशा गृहिणी

निवासी 251 हरनामदास रोड मेरठ

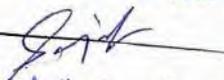
Anita Bansal



Development Agreement) of the Project as it may deem fit and proper.

15. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the Saleable Areas, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/ license, and maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts, subject to the terms and conditions stipulated in the Development Agreement.
16. To manage and maintain the Project either on its own or through any maintenance agency appointed in accordance with the Development Agreement and to fix such maintenance charges as may be deemed expedient by the ATTORNEY or the maintenance agency.
17. If required, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of the Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.
18. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Project upon receipt of possession of the Project Land and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, sales tax, service tax and value added tax, upon construction and development of the Project in pursuance of the Development Agreement.
19. To evict the tenant/ unauthorized occupant/ trespasser on the Project, to initiate and file suits or any legal proceedings in court/


54 Anita Darnal  
 ANROSPER INFRASTRUCTURE LLP  
  
 Authorised Signatory  
 

विक्रेता

Registration No.: 8375

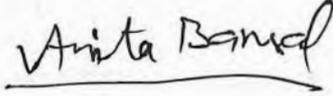
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0101 अनिल कुमार बंसल  
सुरेन्द्र बंसल  
251 हरनामदास रोड मेरठ



0102 अनिता रानी बंसल  
अनिल कुमार बंसल  
251 हरनामदास रोड मेरठ  
गृहिणी



tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto.

20. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land and/or the Project in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral tribunal, government offices/ departments including tax authorities, statutory authorities/ corporations and all other bodies/ authorities.
21. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government/ semi government/ local bodies and/or any other statutory bodies for and in connection with the above purposes.
22. To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the ATTORNEY shall be advised or thinks proper.
23. To take such steps, at the cost of the EXECUTANTS, as to ensure that the representations and warranties offered by the EXECUTANTS are true, complete and accurate.




INPROSPER INFRASTRUCTURE LLP  
Anita Bansal



Authorized Signatory



क्रेता

Registration No. : 8375

Year : 2016

Book No. : 1

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एस के गर्ग  
64 से 44

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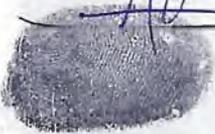
24. To appoint any other general/ special power of attorney and delegate all or any of the powers given under this Power of Attorney.

**And**, generally to do any and/or all such other acts, deeds, matters and things (except to open bank accounts in the name of the Project or any other account for depositing any receipts/revenues from the project) which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect of the Project to be developed on the Project Land even if they are not covered by the aforesaid acts.

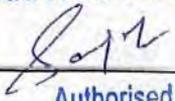
**And**, the EXECUTANTS do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANTS personally as if present and shall be binding on the EXECUTANTS.

**And**, the EXECUTANTS and the ATTORNEY hereby agree that this Power of Attorney has been granted to the ATTORNEY for a consideration under the Development Agreement.

The Stamp duty is given under the Govt. Order No.K.N.5-1982/XI-2005-500(87)-2001 dated May 30, 2005.

*Anita Banerjee*  


**INPROSPER INFRASTRUCTURE LLP**  
  
**Authorised Signatory**  


गवाह

Registration No.: 8375

Year: 2016

Book No.: 1

W1 सागर बंसल एड०

वकालत



W2 यश कुमार

सुनील कुमार

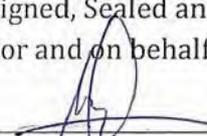
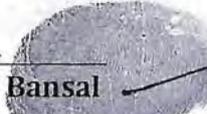
के 25 कवि नगर गाजियाबाद

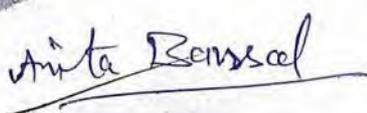
Yash



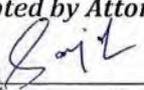
IN WITNESS WHEREOF, the EXECUTANTS have set their hand to this writing at Meerut, on this 05<sup>th</sup> day of October, 2016.

Signed, Sealed and Delivered  
For and on behalf of the EXECUTANTS

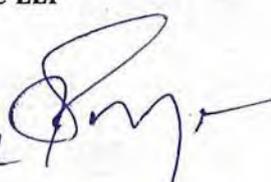
  
Shri Anil Kumar Bansal 

  
Smt. Anita Rani Bansal

Accepted by Attorney

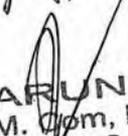
  
Inprosper Infrastructure LLP 

Witness:

1. SAGAR BANSAL   
Advocate  
Supreme Court of India  
New Delhi

2. YASH GARG  
S/o SH. SONIL KUMAR GARG  
KF-25  
Kavi Nagas  
Ghaziabad  
9999909500

Drafted & Photo Attested by Shri Vijay Kumar Tyagi Advocate, Meerut

  
Vijay Tyagi completed by Arun Sharma.

ARUN SHARMA  
M. Com, LL.B., Advocate  
Registry Compound, Kutchery  
Meerut (U.P.)  
M.: 9837308823, 9897864876

आज दिनांक 05/10/2016 को  
वही सं. 1 जिल्द सं. 11397  
पृष्ठ सं. 179 से 296 पर क्रमांक 8375  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

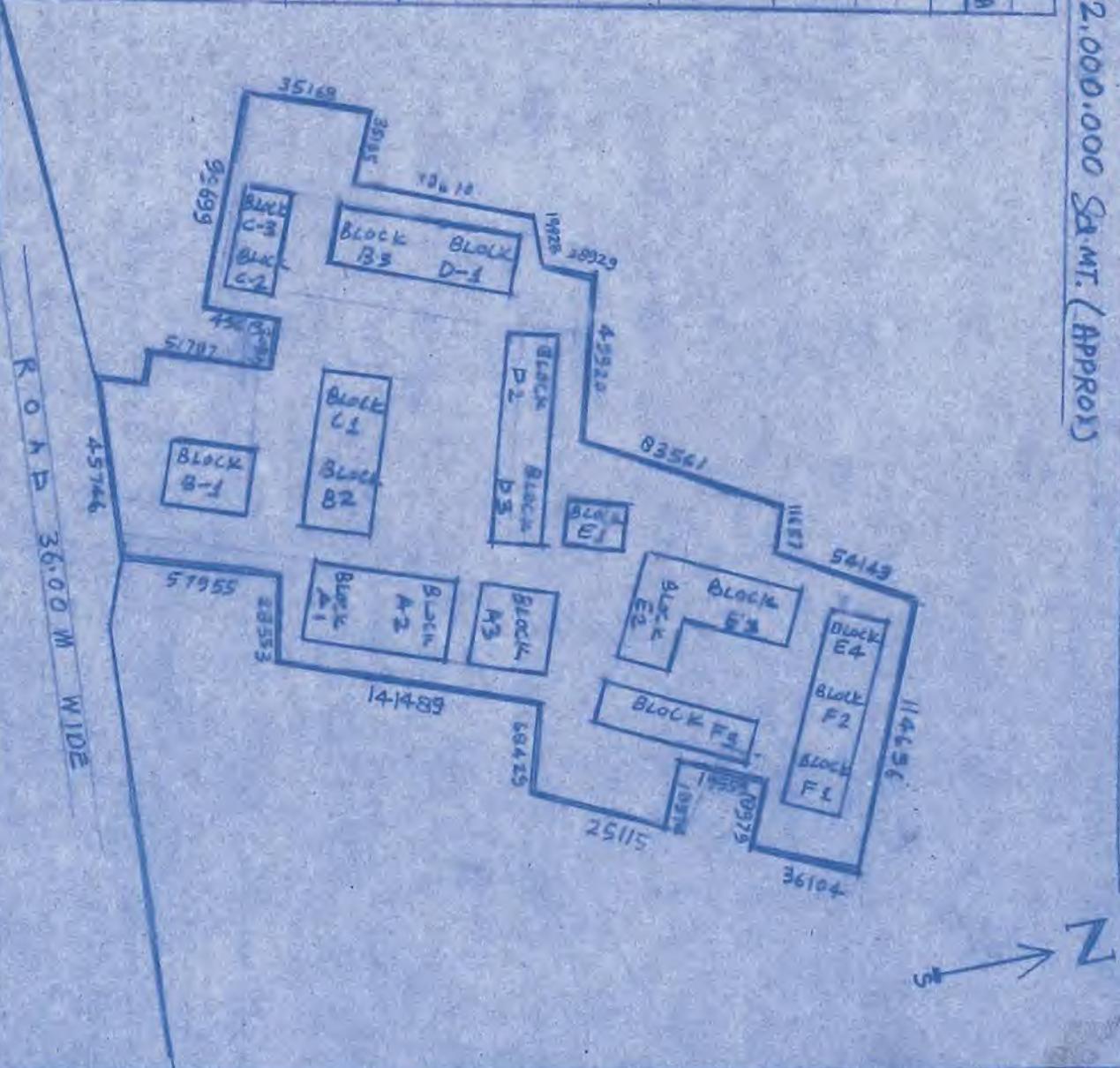
  
उप निबन्धक प्रथम,  
मेरठ (प्रथम) ।  
5/10/2016



SUBMISSION DRG. FOR PROPOSED GROUP HOUSING SCHEM "NEW SAKET" UNDER SAMTWARDI AWAS YODHA, AT KHASRA No- 419T0424, 425K, 426 & 426/1. SITUATED AT VILLAGE ABDULLAPUR MERRUT (U.P.)

DEVELOPED / CONSTRUCTED AREA = 12,000.000 SQ.MT. (APPROX)

SNO.	PROPOSED SILT/GROUNDINGS BLOCK NAME	GROUND AREA
PHASE - 1		
1.	BLOCK - B3, D1	1190.268
2.	BLOCK - C1, C2	894.055
3.	BLOCK - D2, D3	1251.942
PHASE - 2		
4.	BLOCK - E2, E3	1183.132
5.	BLOCK - F1, F2	1478.202
6.	BLOCK - F3	768.278
PHASE - 3		
7.	BLOCK - A1, A2	1255.209
8.	BLOCK - A3	773.015
9.	BLOCK - B1	691.130
10.	BLOCK - B2, C3	1001.787
11.	BLOCK - E1	515.566
TOTAL RESIDENTIAL AREA		10997.584
12.	SCHOOL AREA	200.000
13.	COMMUNITY SHOP	233.333
		11,430.917



USE OF LOGOS AND NAMES AS UNDER



*[Handwritten signature]*

Anita Bansal **ANRROSPER INFRASTRUCTURE**

*[Handwritten signature]*

Authorised Signatory

