



सत्यमेव जयते

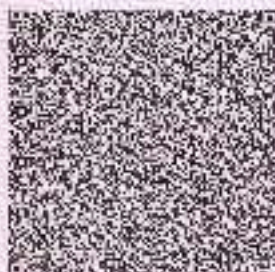
# INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Name: Manish Kuma.  
Designation: G & E  
Signature:   
Stock Holding Corporation of India Ltd.  
118/3, Model Town East, Ghaziabad

Locked By:   
Date: .....  
Sign: .....

Certificate No. : IN-UP03396234639048P  
Certificate Issued Date : 03-Jul-2017 03:49 PM  
Account Reference : SIICIL (FI)/ upshcil01/ MODINAGAR, UP-GZB  
Unique Doc. Reference : SUBIN-UPUPSHCIL0104074126400805P  
Purchased by : RS LANDCRAFT LLP THROUGH MADHUR MITTAL  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : KHASRA NO. 613M, 614M 615, VILLAGE BASANTPUR SAINTHLY  
TEHSIL MODINAGAR, GHAZIABAD  
Consideration Price (Rs.) :  
First Party : SONU GUPTA AND SAURABH GUPTA AND SEEMA HANI  
Second Party : RS LANDCRAFT LLP THROUGH MADHUR MITTAL  
Stamp Duty Paid By : RS LANDCRAFT LLP THROUGH MADHUR MITTAL  
Stamp Duty Amount(Rs.) : 90,29,000  
(Ninety Lakh Twenty Nine Thousand only)



Please write or type below this line:-

21/07/2017

For RS LANDCRAFT LLP  
  
Auth. Sign.

VO 0005955027

## Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.challista.com](http://www.challista.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The burden of checking the real money is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



The Stamp of Rs 90,29,000/- has been paid through  
E-stamp Certificate No IN-UP03396234633648P

## DEVELOPMENT AGREEMENT

(UNDER ARTICLE 1-KHA -5 (B-2) )

This DEVELOPMENT AGREEMENT ("Agreement") is made at Modi Nagar on this 03<sup>rd</sup> day of July, 2017 ("Effective Date");

Between

**Shri Sonu Gupta, S/o. Shri Dhanesh Chand Gupta; (ii) Shri Saurabh Gupta, S/o. Shri Dhanesh Chand Gupta; and (iii) Smt. Seema Rani, W/o. Shri Dhanesh Chand Gupta, all residents of IIF-60, Nehru Nagar, Ghaziabad, U.P. (hereinafter jointly referred to as "Land Owners", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, successors, nominees and permitted assigns) of the ONE PART; (PAN AMNPG2287), AKFPG3695N AND ABJPR2804H)**

AND

**RS Landcraft LLP** a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delhi-110092 and Corporate Office at Golf Links, NH-24, Near Columbia Hospital, Village Mehrauli, Pargana Dasna, Ghaziabad - 201002, Uttar Pradesh, acting through its Designated Partner **Mr. Madihur Mittal**, duly authorized by authority letter dated 01.07.2017,

*[Signature]*



*[Signature]*



*2017/07/03*



Page 2 of 53  
For RS LANDCRAFT LLP



*[Signature]*

Auth. Sign.



TESTED  
**SHARMA**  
 L.B. Advocate  
 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



TESTED  
**ARUN SHARMA**  
 M. Com, L.L.B., Advocate  
 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



TESTED  
**SHARMA**  
 L.B. Advocate  
 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



TESTED  
**SHARMA**  
 L.B. Advocate  
 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



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**SHARMA**  
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 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876



TESTED  
**SHARMA**  
 L.B. Advocate  
 Registry Compound, Kutchury  
 Meerut (U.P.)  
 M.: 9837308823, 9897864876





(hereinafter referred to as "Developer/LLP", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns) of the OTHER PART; (PAN AASFR6050K)

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

#### WHEREAS

- A. The Land Owners are in absolute, peaceful vacant possession and lawful owner of the land admeasuring approximately 33,338.50 square meters of land at Village Basantpur Satali, Tehsil Modi Nagar, District Ghaziabad (hereinafter referred to as the "Project Land") and construction area as per the approved and sanctioned Map is **11382.38 Square Meters**, more particularly prescribed and highlighted in the map annexed hereto and marked as Annexure I.
- B. The Developer is engaged in the business of development of real estate projects and has the expertise and requisite infrastructure to develop the Project on the Project Land;
- C. The Land Owners being desirous of developing the Project on the Project Land have approached the Developer to develop the Project on the Project Land in collaboration; and
- D. The Parties hereto, for their mutual benefits, have agreed to collaborate with each other for development and construction of the Project upon the terms and conditions appearing hereinafter.
- E. The Land Owners are being represented by Mr. Sonu Gupta (one of the Land Owners) in the LLP/Developer and it is presumed that any information conveyed to or known by Mr. Sonu Gupta is conveyed to the Land Owners. In other words, Mr. Sonu Gupta is the representative of the Land Owners in the LLP/Developer and he is a medium of communication between the LLP/Developer and the Land Owners.









Page 3 of 53  
 For RS LANDCRAFT LLP  
  
 Auth. Sign.

विक्रय अनुबंध विलेख

128,957,000.00

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प्रतिफल मालियत अग्रिम धनराशि फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या  
श्री सोनू गुप्ता  
पुत्र श्री धनेशचन्द गुप्ता

व्यवसाय व्यापार

निवासी स्यादी सैकिण्ड एफ 60 नेहरूनगर जिला गा0बाद  
अस्थायी पता सैकिण्ड एफ 60 नेहरूनगर जिला गा0बाद  
ने यह लेखपत्र इस कार्यालय में दिनांक 13/7/2017 समय 3:46PM  
वजे निश्चयन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आर0 के0 भारती  
उप निबन्धक मोदी नगर  
गाजियाबाद

13/7/2017

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

विक्रेता

क्रेता

श्री सोनू गुप्ता  
पुत्र श्री धनेशचन्द गुप्ता  
पेशा व्यापार  
निवासी सैकिण्ड एफ 60 नेहरूनगर जिला गा0बाद



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मिस्तल  
पुत्र श्री डा0 रामअवतार मिस्तल  
पेशा व्यापार  
निवासी के0जी0 74 कविनगर गा0बाद



श्री सीरम गुप्ता  
पुत्र श्री धनेशचन्द गुप्ता  
पेशा व्यापार  
निवासी सैकिण्ड एफ 60 नेहरूनगर जिला गा0बाद



श्रीमती सीमा रानी  
पत्नी श्री धनेशचन्द गुप्ता  
पेशा गृहिणी  
निवासी सैकिण्ड एफ 60 नेहरूनगर जिला गा0बाद





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.

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

**"Carpet Area"** as per The Real Estate (Regulation and Development) Act, 2016 means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the

*[Signature]*



*[Signature]*



*[Signature]*



Page 4 of 53  
For RS LANDCRAFT LLP



*[Signature]*  
Auth. Sign.

ने निष्पादन स्वीकार किया।

जिनकी पहचान धनेशचन्द गुप्ता

राधेश्याम गुप्ता

*राधेश्याम गुप्ता*

पेशा

निवासी सेकिण्ड एफ 6 नेहरूनगर गा0बाद

ए

सुनील कुमार

रज्जन सिंह

*Sundlkumar*

पेशा

निवासी गली न0 8 जी ब्लॉक दिल्ली पुलिस पांचवा पुस्ता साईड

ने की।

प्रत्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रार के अधिकारी के हस्ताक्षर

*[Signature]*  
आर0 के0 भारती  
उप निबन्धक मोदी नगर  
गाजियाबाद  
13/7/2017





internal partition walls of the apartment; & as per the Samajwadi Awas Yojna norms means the net usable floor area of an apartment/dwelling excluding the area covered by the inner and outer walls. It will include area of the living room(s), bedroom(s), kitchen, lavatory(s), bathroom(s) and balcony/verandah, if provided. It is the actual useable area of an apartment/dwelling unit.

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

**"EDC"** shall mean the external development charges in respect of development of the Project.

**"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 bank account opened by the Developer in a reputed scheduled commercial 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.





20/11/2022



Page 5 of 53  
For RS LANDCRAFT LLP

 Auth. Sign.



विक्रेता

Registration No.:

979

Year:

2017

Book No.:

1

0101 सोनू गुप्ता

धनेशचन्द गुप्ता

सेक्विण्ड एफ 60 नेहरूनगर जिला गा0बाद

व्यापार



0102 सीरग गुप्ता

धनेशचन्द गुप्ता

सेक्विण्ड एफ 60 नेहरूनगर जिला गा0बाद

व्यापार



0103 सीमा रानी

धनेशचन्द गुप्ता

सेक्विण्ड एफ 60 नेहरूनगर जिला गा0बाद

गृहिणी



"GPA" means the general power of attorney to be executed by the Land Owners in favour of the Developer in respect of the Project in the form annexed hereto and marked as **Annexure**.

"IDC" shall mean the Infrastructure development charges in respect of development of the Project.

"Project" means a group housing project to be developed on the Project Land in terms of this Agreement.

"Project Land" has the meaning given to it in **Recital A** herein above.

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

"SPA" means the Special Power of Attorney to be executed by the Land Owners in favour of the Developer in respect of the Project substantially in the form annexed hereto and marked as **Annexure II**.

"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, and made available for sale to and charged for from ultimate buyers/customers of the Project, on which the Distributable Revenue will be calculated.

"Super Area" shall have the meaning ascribed to it in the House Buyer Agreements to be executed between the Developer the Prospective Allottees.

1.2 **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


Page 6 of 53  
For RS LANDCRAFT LLP  
  
Auth. Sign.  




क्रेता

Registration No. : 5979

Year : 2017

Book No. : 1

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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);

- (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;
- (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





For RS LANDCRAFT LLP



Auth. Sign.



- 3.18 The Developer shall be free to develop the Project in such manner as it may deem fit and in accordance with the Applicable Law. The Land 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 its own discretion depending upon the market conditions shall be entitled to amend or modify the plans for the Project.

#### ARTICLE 4 SHARING OF DISTRIBUTABLE REVENUE

- 4.1 In consideration of the contribution of the Project Land by the Land Owners for execution of the Project and the Developer bearing the costs, expenses and responsibility of execution of the Project, the Distributable Revenue (*as defined hereinafter*) received / realized shall be shared between the Parties in the ratio mentioned herein below ("**Revenue Sharing Ratio**"):

Land Owners' Share	30% of the Distributable Revenue ( <i>as defined hereinafter</i> )
Developer's Share	70% of the Distributable Revenue ( <i>as defined hereinafter</i> )

- 4.2 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 Areas;
- (ii) Car Parking Charges; and
- (iii) Any other charges received by the Developer from the customers of the Project and which are not payable by the Developer to third parties.





For RS LANDCRAFT LLP



Auth. Sign.

Land Owner	Share in the Distributable Revenue
Seema Rani	39.41% of the Land Owners Share (11.823% of the Distributable Revenue)
Saurabh Gupta	28.17% of the Land Owners Share (8.451% of the Distributable Revenue)
Sonu Gupta	32.42% of the Land Owners Share (9.726% of the Distributable Revenue)

- 4.6 The revenue received / realized from the Project including the Distributable Revenue shall be deposited in an Escrow Account to be opened by the Developer in consultation with the Land Owners. All sale proceeds shall be deposited in the said Escrow Account.
- 4.7 The Distributable Revenue shall be distributed from the Escrow Account in the following manner by the Escrow Agent:
- (i) 80% (Eighty percent) of the amounts deposited in the Escrow Account shall be transferred to the bank accounts of the Developer and each of the Land Owners in the proportion of their profit sharing ratio, as prescribed by the Developer on a daily basis. The said percentage of 80% can be revised with mutual consent of the Parties;
  - (ii) the Developer shall submit a statement of Distributable Revenue received during the fortnight alongwith the details of the amount to be transferred to bank accounts of each of the Land Owners and the Developer (after adjusting the amounts transferred as prescribed in sub clause (i) above) to the Escrow Agent and the Escrow Agent shall transfer the said amounts to the bank accounts of each of the Land Owners and the Developer as prescribed by the Land Owners and Developer on a fortnightly basis.
- 4.8 The Parties shall execute a detailed Escrow Agreement in this regard with the Escrow Agent incorporating the detailed escrow mechanism in accordance with the RERA; and the terms/clauses of this Agreement are subject to change to be in compliance with the terms of RERA.


For RS LANDCRAFT LLP  
  
Auth. Sign.



## ARTICLE 5 REFUNDABLE SECURITY DEPOSIT

- 5.1 In consideration of the Land Owners granting to the Developer the rights to develop the Project Land alongwith the rights to sell, alienate, transfer, deal with or dispose off the Saleable Area constructed thereon under this Agreement, the Developer has paid a sum of Rs. 2,50,00,000/- (Rupees Two Cores Fifty Lakhs Only) to the Land Owners as an Interest Free Refundable Security Deposit ("Security Deposit/IFRS") in the following manner:
- The Developer has already paid an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) to the Land Owners on 03.06.2015, receipt whereof is hereby acknowledged by the Land Owners; and
  - The Developer has already paid an amount of Rs. 2,00,00,000/- (Rupees Two Cores Only) to the Land Owners on 17.07.2015, receipt whereof is hereby acknowledged by the Land Owners.
- 5.2 The above Security Deposit/IFRS will be adjusted as per mutual understanding between the parties, to be decided by executing a separate agreement/letter.

## ARTICLE 6 OBLIGATIONS OF THE DEVELOPER

- 6.1 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.
- 6.2 The Developer shall construct, develop and market the Project and sell the Saleable Areas and deposit the revenue therefrom in the Escrow Account,





For RS LANDCRAFT LLP



Auth. Sign.

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:

To Land Owners:

Sonu Gupta  
IIF-60, Nehru Nagar, Ghaziabad


To Developer:


Mr. Madhur Mittal  
Golf Links, NH-24, Near Columbia Hospital  
Village Mehrauli, Pargana Dasna, Ghaziabad-201002

**17.6 Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

**17.7 Assignment:** Subject to the provisions of this Agreement, this Agreement is personal to the Parties, and shall not be capable of assignment without consent of other Parties.

**17.8 Termination:** Save and except as permitted under in this Agreement, this Agreement shall not be terminated by either of the Party.



For RS LANDCRAFT LLP  
Auth. Sign.  
Page 40 of 53



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

**17.10 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.

**17.11 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, consortiums 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.

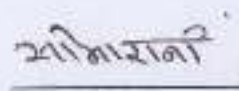
**Land under construction is far from the main NH-58 and marked in red color which is annexed as Annexure-III.**

**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 LAND OWNERS**

  
 \_\_\_\_\_  
 Shri Sonu Gupta

  
 \_\_\_\_\_  
 Shri Saurabh Gupta

  
 \_\_\_\_\_  
 Smt. Seema Rani

For RS LANDCRAFT LLP

  
 Auth. Sign.

**Witness:**

**Shri Dhanesh Chand Gupta**  
 S/o. Late Radhey Shyam Gupta  
 R/o. H/F 60, Nehru Nagar  
 Ghaziabad.  
**PAN AAVPC4496H**  
 Mobile 09837024503

*Signed and Delivered by DEVELOPER*

RS Landcraft LLP *Auth. Sign.*

**Witness:**

**Shri Sunil Kumar**  
 S/o. Shri Rajjan Singh  
 R/o. G-3/102, Gali No 8  
 G-Block, Delhi Police Side, Panchva Pusta Sonia  
 Vihar, Delhi  
**Voter ID. No NSF 3208989**  
 Mobile 08859100802

*[Handwritten signatures and fingerprints]*

For RS LANDCRAFT LLP  
*Auth. Sign.*

Photo attested by Arun Sharma Advocate, Meerut



## ANNEXURE I

## Description and Plan of the Project Land

Plot of the land admeasuring approximately 33338.50 Square Meters out of which Construction Area/agreement area as per the approved and sanctioned Map is 11382.38 Square Meters, comprising of Khasra Nos. 613 M, 614 M and 615, at Village Basantpur Satali, Tehsil Modi Nagar, District Ghaziabad.

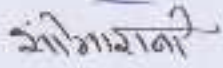
S. No.	Khata No.	Khasra No.	Land Owner	Total Area (in Hectares )	Area in Project (Sq.Mtrs. )	Total Area in Project (Sq.Mtrs.)	Balance (other land)	% of Share
1	408	613M	Seema Rani	1.0120	9588.32	13138.32	531.68	39.41%
2	407	613M	Seema Rani	0.3550	3550		0	
3	15	614M	Saurabh Gupta	0.8305	6169.59	9391.59	2135.41	28.17%
4	385	615	Saurabh Gupta & Sonu Gupta	0.6444	3222		0	
					3222	10808.59	0	32.42%
5	15	614M	Sonu Gupta	0.8305	7586.59		718.41	
Total Area						33338.50		100%

Area under construction,

as per approved and sanctioned Map is 11382.38 Square Meters







For RS LANDCRAFT LLP  
  
 Auth. Sign.

## ANNEXURE II (Colly)

**KNOW ALL MEN BY THESE PRESENTS THAT WE,** Shri Sonu Gupta, S/o. Shri Dhanesh Chand Gupta; (ii) Shri Saurabh Gupta, S/o. Shri Dhanesh Chand Gupta; and (iii) Smt. Seema Rani, W/o. Shri Dhanesh Chand Gupta, all residents of HF-60, Nehru Nagar, Ghaziabad [hereinafter referred to as the **"EXECUTANTS"**, which expression shall mean and include their respective legal heirs, 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 03-07-2017 executed by and between the EXECUTANTS and RS Landcraft LLP.

**WHEREAS:**

- A. WHEREAS the EXECUTANTS are the absolute and lawful owner and in peaceful physical possession of land admeasuring approx. 33,338.50 Square Meters, situated at Village Basantpur Satali, Tehsil Modi Nagar, District Ghaziabad [hereinafter referred to as the **"Project Land"**].
- B. The EXECUTANTS and RS Landcraft LLP have executed a Development Agreement dated 03-07-2017 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 RS Landcraft 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.

**NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS** do hereby nominate, constitute and appoint RS Landcraft LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its office at Golf Links, NH-










Page 44 of 53  
 For RS LANDCRAFT LLP  
 Auth. Sign.



सम्पत्ति का फोटो

बही सं०	जिल्हा	पृष्ठ सं०	लेखक सं०	निबन्धन लिपिक











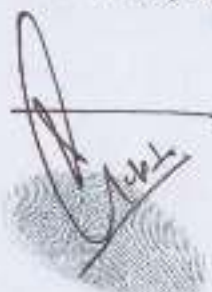

### अन्य विवरण

1. बिल्डर एग्रीमेंट की भूमि नगरीय क्षेत्र में है।
2. बिल्डर एग्रीमेंट की भूमि रकबई 11382.38 वर्गमीटर मारुफ खसरा नम्बर 613 मि0, 613मि0, 614मि0, 614मि0 व 615 स्थित ग्राम बसन्तपुर सेतली (जलालाबाद) तहसील मोदीनगर, जिला गाजियाबाद है जो आवासीय/अकृषि भूमि है जिस पर कोई निर्माण नहीं है 50 मीटर की त्रिज्या में कृषि कार्य/आवासीय गतिविधियां हैं मुख्य सड़क से लगभग 150 फिट हटकर अन्दर के इलाके में 20 मीटर चौड़े रास्ते पर स्थित है जो संलग्न मानचित्र में लाल रंग की आउट लाईन से दर्शित भूमि में है जिस पर स्टाम्प अधिनियम के अनुसूची 1 खा-5 (ख-2) के अनुसार निर्धारित सर्किल दर अंकन 8000/- रुपये प्रति वर्गमीटर से प्लॉट का क्षेत्रफल 11382.38 वर्गमीटर होने के कारण माननीय जिलाधिकारी/कलेक्टर गाजियाबाद द्वारा अनुपूरक/संशोधित आदेश के सामान्य नियम संख्या 34-(5) के अनुसार 1000 वर्गमीटर तक निर्धारित आवासीय दर 8000/- रुपये प्रति वर्गमीटर की गणनानुसार  $8000 \times 1000 = 80,00,000/-$  रुपये व शेष भूमि 10382.38 वर्गमीटर के लिए आवासीय दर में 30 प्रतिशत घटाते हुए  $5600/-$  रुपये प्रति वर्गमीटर  $\times 10382.38 = 5,81,41,328/-$  रुपये इस प्रकार कुल मालियत  $6,61,41,328/-$  रुपये पूर्णकित मूल्यांकन  $6,61,42,000/-$  होता है जिस पर शासनादेश संख्या नि. अनुभाग 5-1982/XI-2005-500 (87)-2001 दिनांक 30 मई 2005 द्वारा प्रदत्त छूट 40 प्रतिशत के अनुसार मालियत  $3,96,84,797/-$  रुपये पूर्णकित मूल्यांकन  $3,96,85,000/-$  रुपये होता है जिस पर नियमानुसार  $27,77,950/-$  रुपये का स्टाम्प देय है जबकि विलेख पर भविष्य के स्टाम्प सम्बन्धी विवाद से बचने के लिए मालियत  $12,89,57,000/-$  रुपये पर अंकन  $90,29,000/-$  रुपये का ई-स्टाम्प संख्या IN-UP 03396234633048P द्वारा अदा किया जा रहा है।

सीमाये उक्त भूमि जो संलग्नक मानचित्र में दर्शित लाल रंग की आउट लाईन के अन्दर की भूमि के अन्दर प्रस्तावित ग्राउण्ड कवरेज एरिया है जिस पर डवलप/निर्माण किया जाना है।

- पूरब:- भूमि अन्य व दक्षिणी कोने पर रास्ता आम 20 मीटर चौड़ा। व 2500.614 मि  
 पश्चिम:- भूमि अन्य॥ पश्चात - पश्चात 613 मि० मोदीनगर, सीताबाद  
 उत्तर:- भूमि अन्य॥ पश्चात 612 मि० मोदीनगर, सीताबाद  
 दक्षिण:- भूमि अन्य॥ पश्चात 614 मि० मोदीनगर, सीताबाद





सीताबादी

For RS LANDCRAFT LL

Auth. Sign



आज दिनांक 13/07/2017 को

वही सं. 1 जिल्द सं. 9302

पृष्ठ सं. 85 से 214 पर कर्मांक 5979

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आर० के० भारती

उप निबन्धक मोदी नगर

गाजियाबाद

13/7/2017





S



TO WHOMSOEVER IT MAY CONCERN

We hereby authorize Mr. Madhur Mittal, Designated Partner (Nominee of M/s. Platina Real Estates Private Limited) of RS Landcraft LLP (hereinafter referred as "LLP"), to negotiate, finalise, execute and enter into Development Agreement with (i) Mr. Sonu Gupta, s/o Mr. Dhanesh Chand Gupta; (ii) Mr. Saurabh Gupta, s/o Mr. Dhanesh Chand Gupta; (iii) Mrs. Seema Rani, w/o Mr. Dhanesh Chand Gupta, all residents of IIF-60, Nehru Nagar, Ghaziabad, U.P. for and on behalf of the LLP and to do all such other acts, deeds, matters and things which are necessary or consequential to give effect aforesaid matters.

For RS Landcraft LLP

  
(Madhur Mittal)  
Designated Partner  
(Nominee of Platina Real  
Estates Private Limited)  
DIN: 02380054  
Address: KG-74, Kavi Nagar,  
Ghaziabad-201001

  
(Sonu Gupta)  
Designated Partner  
(Nominee of Radhey Shyam  
Buildcon Private Limited)  
DIN: 02524966  
Address: II-F/60, Nehru Nagar  
Ghaziabad-201001

Date: 01.07.2017  
Place: Ghaziabad



240 10734

THE UNIVERSITY OF CHICAGO

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