

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम मथुरा क्रम 2019245012932

आवेदन संख्या : 201900764025827

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2019-07-11 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम सुभाषचन्द

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 1500000 / 1500000

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिलिपिकरण शुल्क 80

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20080

शुल्क वसूल करने का दिनांक 2019-07-11 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2019-07-11 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

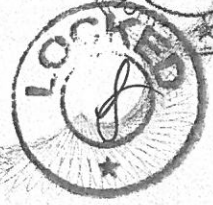


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

9877/19
Prateek Upadhyay
OFFICER - TRAINEE
SHCIL - MATHURA



Certificate No. : IN-UPC6339692620517R
Certificate Issued Date : 11-Jul-2019 03:22 PM
Account Reference : SHCIL (FI)/ upshcil01/ MATHURA/ UP-MTH
Unique Doc. Reference : SUBIN-UPUPSHCIL0107549609868323R
Purchased by : SUNCITY HI TECH PROJECTS PVT LTD
Description of Document : Articles of Agreement or Memorandum of an agreement
Property Description : MOUZA JEINT DISTT MATHURA
Consideration Price (Rs.) :
First Party : SUBHASH CHAND
Second Party : SUNCITY HI TECH PROJECTS PVT LTD
Stamp Duty Paid By : SUNCITY HI TECH PROJECTS PVT LTD
Stamp Duty Amount(Rs.) : 1,00,000
(One Lakh only)



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TQ 0011518751

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.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.

9877/2019

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DEVELOPMENT AGREEMENT

Govt. value Rs. 15,00,000/-

Circle rate : 100,00,000/- per hect.

Stamp paid for Rs. 1,05,000/-

General Stamp 5000/-+100000/- e-stamp dated 09.07.2019)

Sub Registrar Ist Mathura

This DEVELOPMENT AGREEMENT is executed at Mathura on this 10th day of July 2019.

Between

M/s Suncity Hi-Tech Projects Pvt. Ltd. (CIN U45201DL2005PTC143613), a company registered under the provisions of the companies Act, 1956, having its registered office at Unit No. LGF-10 on Lower Ground Floor, Vasant Square, Plot-A, Sector-B, Pocket-V, Vasant Kunj, New Delhi 110070 acting through Authorized Signatory Harander Kumar S/o Shri Ram Chamel R/o 54, Suncity, Sector-54, Gurgaon (Haryana) authorized by Board Resolution Dated 26/06/2019 hereinafter referred to as "Developer / First Party" (which expression shall, unless it be repugnant

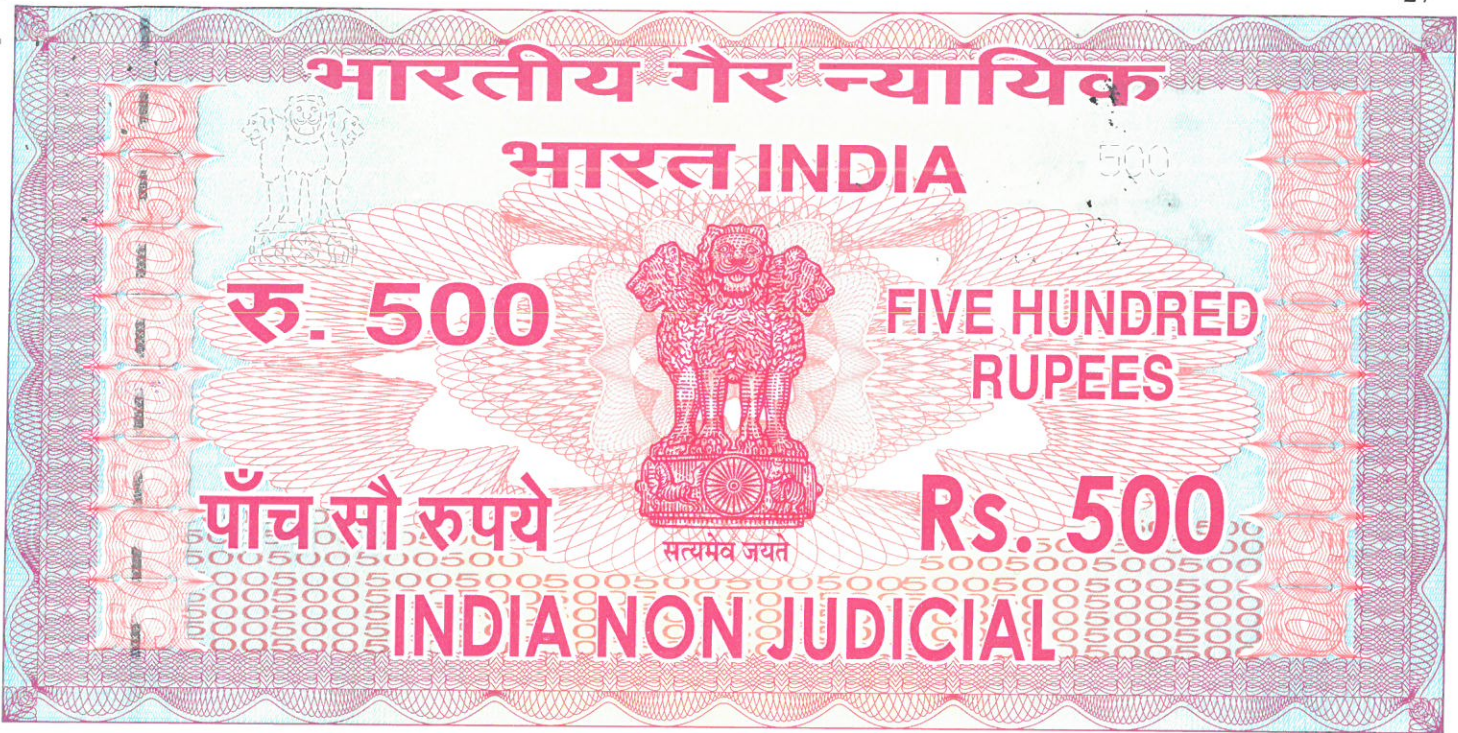
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to the context or meaning thereof be deemed to mean and include, its assignees, successor(s) in interest, administrators, executors and permitted assigns) of the FIRST PART.

PAN : AAJCS 5668 Q

Mob. 9654128033

And

MR. SUBHASH CHAND S/O SHRI KANHAIYALAL R/O VILL. JUNSUTI, TEHSIL & DISTRICT- MATHURA (Uttar Pradesh) (Aadhaar No. 4443 9105 6332) (PAN : AOTPC 1875 J) (hereinafter referred to as the "Landowner / Second Party" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs,, administrators, executors, successors & permitted assigns) of the OTHER PART.

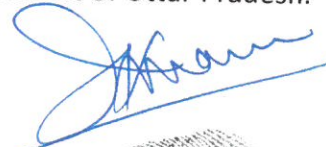
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The term "First Party" and "Second Party" are collectively referred to as "Parties" and individually a "Party".

Whereas:

- A. The Developer has been selected for development of the Hi-Tech Township, comprising of Plots, Villas, Group Housing, Commercial Complexes, Schools, Nursing Homes, Industrial, Public and Semi Public uses, Green open spaces, playground, water bodies, transport & communication hub/centers, recreational, etc. on 1500 acres of land in Mathura (hereinafter referred to as the "Project") by the High Power Committee constituted by the Government of Uttar Pradesh, under the Hi-Tech Township Policy 2003 of the Government of Uttar Pradesh.

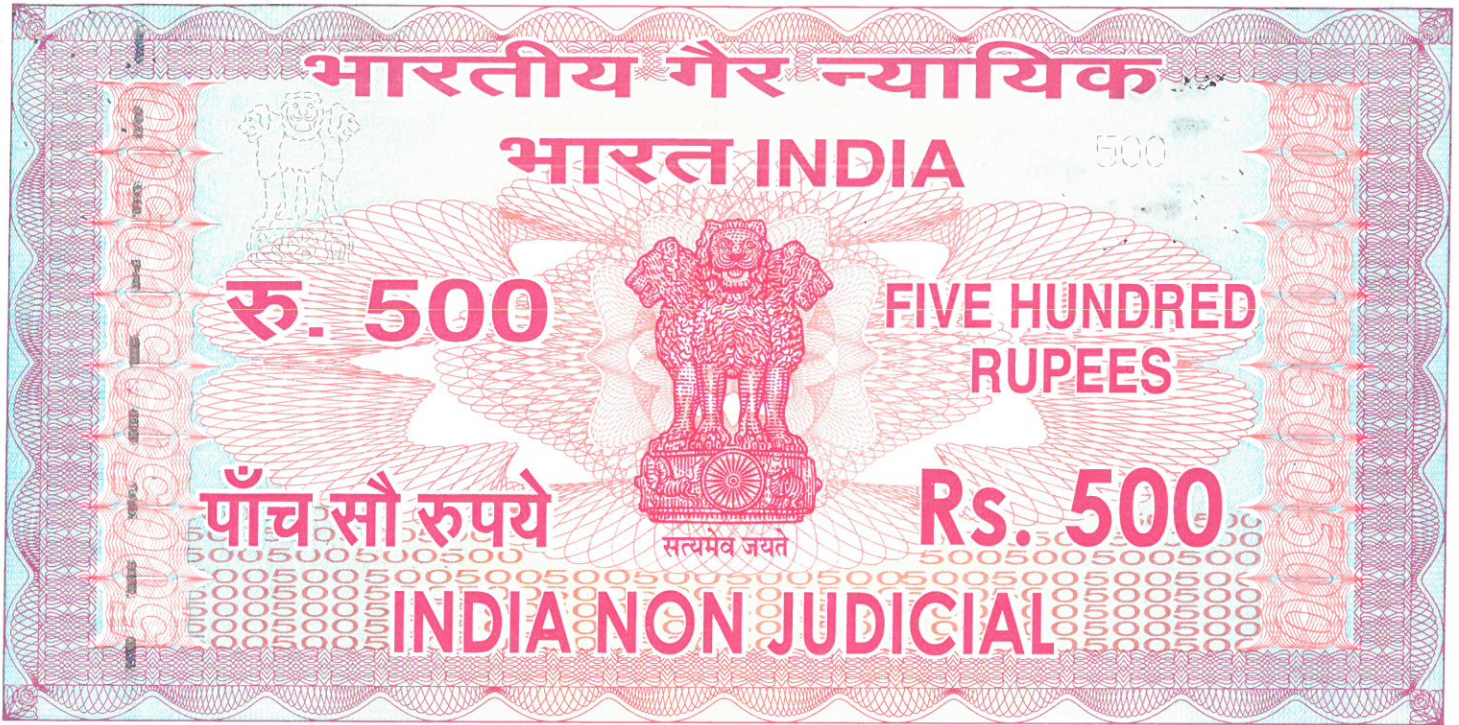



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- B. The Developer, pursuant to the said selection, had entered into a Memorandum of Understanding (hereinafter referred to as the “MOU”) with Mathura Vrindavan Development Authority (hereinafter referred to as the “MVDA”) for setting-up of Said Project.
- C. The conceptual Detailed Project Report (hereinafter referred to as the “DPR”) of the project has already been approved by MVDA and the Government of Uttar Pradesh vide its gazette notification dated 29.08.2006 has also notified after identifying the patch of 1500 acres of land situated in villages Chhatikrara, Jait, Sunarakh and Bangar, Tehsil & District Mathura for development of Hi-Tech Township. The revised DPR has also been approved by MVDA on 23.01.2016 (hereinafter referred to as the “Project Land”).
- D. The Second Party is the lawful owner in possession of the land falling in Khasra No. 724 having area measuring 0.075 hectares and Khasra no. 725 (GHA) having area measuring 0.075 hectares falling in the revenue estates of Village Jait, Tehsil and District Mathura (Uttar Pradesh). The total area of both the aforesaid khasras is 0.150 hectares more particularly described in **Schedule-A** attached herewith (hereinafter referred to as “Schedule Land”).
- E. The Schedule Land of the Landowner is part of the land measuring 1500 acres identified & notified for development of Hi-Tech Township.
- F. The Developer is currently undertaking the development of Phase-I of the project in name of “**SUNCITY ANANTAM**” situated opposite Police Station Jait, Tehsil & District Mathura (UP) abutting NH-2.



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- G. Since the landowner knows that schedule land is part of the Hi-Tech Township and can be used only for said purpose, he approached the developer to develop the schedule land as part of the Hi-Tech Township on collaboration basis, to which the developer has agreed on the following terms & conditions

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, DELCARED AND CONVENANTED BY AND BETWEEN THE PARTIES AS UNDER:

1. That the developer shall develop the schedule land as part of the township and shall obtain all the sanctions/approvals from the competent authorities to develop the schedule land as part of the township.
2. That after development, the Landowner shall be entitled to an area admeasuring 628 sq. yards (525.088 Sq. mtrs.) of the developed residential plotted area at sole discretion of the Developer in Sector-3 of Phase-I of the project, which may or may not be the part of the schedule land and it shallfully satisfy the claim/right of the landowner regarding his share in the schedule land.
3. That the Landowner represents that the scheduled land is free from any charge, lien, mortgage, lease, tenancy, requisition, acquisition, loan, will, security, prior agreements, collaboration, MOU, joint venture, court attachment, stay order. The Landowner is otherwise fully entitled to deal with, transfer or otherwise dispose of the scheduled land. In the event of there being any dispute/defects regarding title of the scheduled land the owner shall be under obligation to get the same removed/ resolved at his own cost, within reasonable time.

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4. That the Landowner undertakes to produce all the necessary documents or proof of ownership of the scheduled land to the Developer as may be required by the Developer/local authorities from time to time for the purpose of obtaining license/CLU or any other approval or sanction to be obtained by Developer from the MVDA and/or any other authority in the state of Uttar Pradesh. The Landowner authorize the Developer to obtain the credit facility over the schedule land from any bank/ financial institution by executing all requisite documents viz. affidavit, undertaking, indemnity etc. as required by such bank/financial institution or any other authority. The Land owner further agrees to deposit title deeds relating to schedule land and also agrees to provide any other requisite documents in connection therewith to the satisfaction of the Developer and/or bank / Financial Institution or any other authority, as the case may be for obtaining such credit facility.
5. The Landowner do hereby grants exclusive right to the Developer for development of the schedule land in accordance with the plans approved by MVDA or amendment thereof and on the terms & conditions contained therein and the Developer hereby agrees & undertakes to develop the schedule land, in accordance with the sanctioned layout plan, duly approved by the competent authority.
6. That all applications for license/CLU/sanctions/approvals/layout plan etc. as aforesaid, shall be made in the name of the Landowner and those shall be followed up by the Developer or its representatives with the MVDA or other authorities in the state of Uttar Pradesh.

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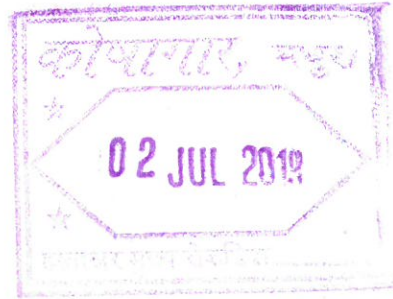
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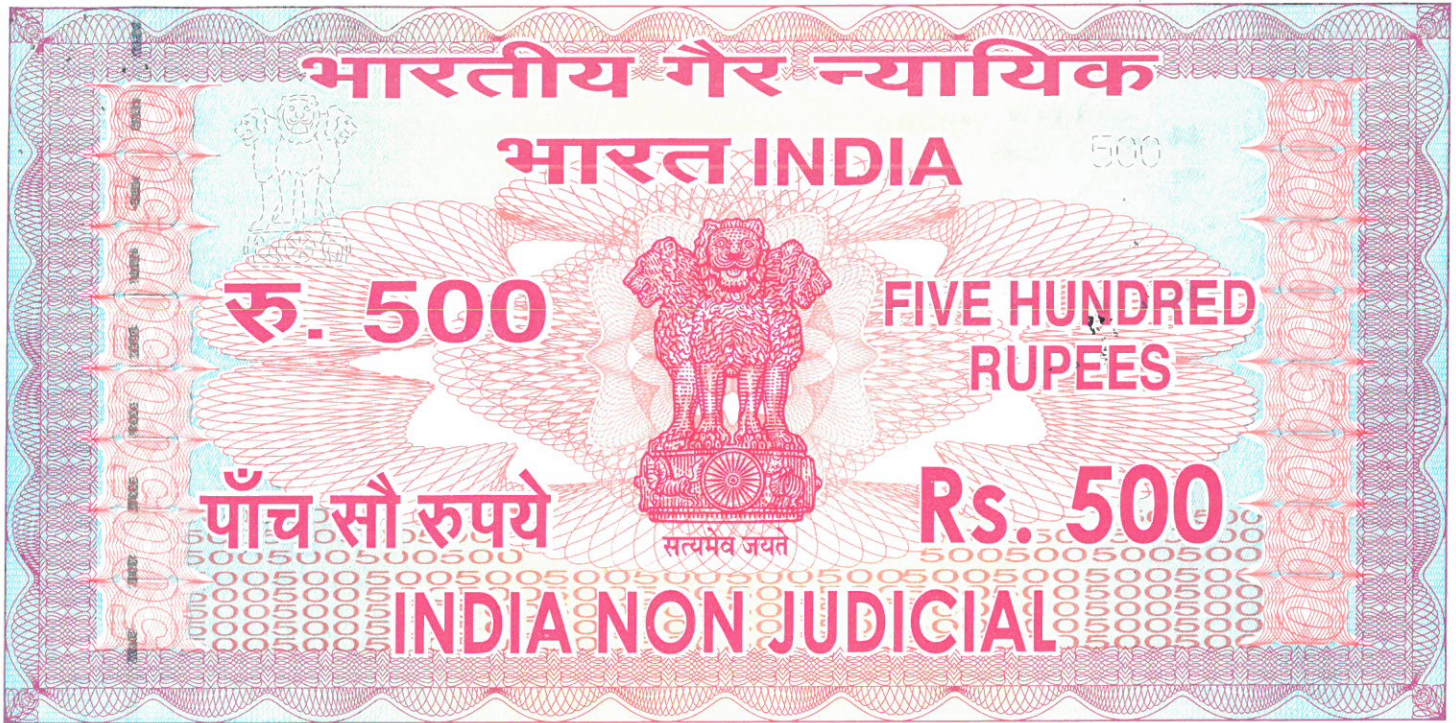
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7. That the Landowner shall extend his full cooperation to the Developer for the purpose of filing the various applications and for obtaining the sanctions & approvals etc. as may be necessary or required for the development of the scheduled land.
8. That the Landowner shall simultaneously with the execution of this agreement execute a Special Power of Attorney in favour of the Developer authorizing it and its nominated representatives to submit and follow-up all the applications, forms, affidavits, undertakings, guarantees etc., whatever may be required for grant of sanction/extension of license/CLU, water, sewerage, rain water harvesting and electricity connections or any other facility or amenity for and in connection with the development on the scheduled land. Further, the said power of attorney shall, inter alia, contain the powers to be vested in the nominated officials of the DEVELOPER for sale, mortgage, lease, exchange or any other dispositions of the said schedule land/project land in their absolute discretion. It is also agreed that the Landowner shall also sign & execute all such papers, documents, letters, affidavits, undertakings, as may be required for purposes of obtaining the license, CLU etc. for development of the scheduled land.
9. That simultaneously with the signing of this agreement, the Landowner has allowed uninterrupted access to the schedule land to the Developer for undertaking the development.

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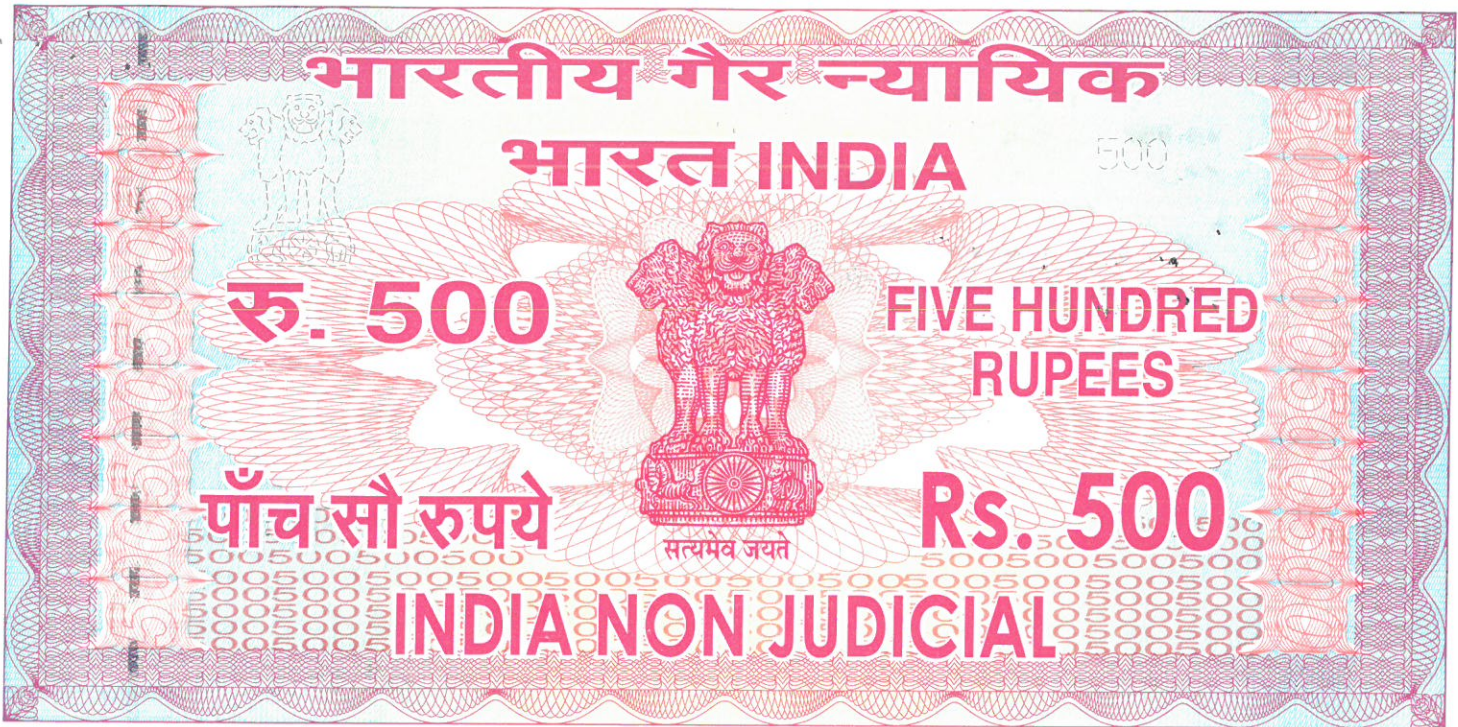
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- 9 JUL 2019

14/07/19
44/07/19
सुनील कुमार
मुख्य विदेशी उपायुक्त कार्यालय, मुंबई
आदेश नं. 13/11 अ.प्र. 2019/20



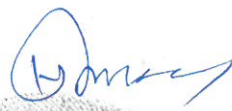


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10. That after development of the Schedule Land, the Developer at its own decision shall be eligible to advertise, appoint channel partners, mercantile agents to market & sell the developed areas in Schedule Land and other infrastructures therein, in its own brand/trade name or any other name of its choice. All revenue generated from the schedule land shall go to the Developer without any objection from the Landowner.
11. The Landowner unconditionally agree that the Developer shall have unhindered right to use the schedule land to enter upon its land forming part of project land and for ingress-egress
12. Since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the license/approvals for development of the Schedule Land, it is the condition of this agreement that the parties/nominees, legal heirs shall not cancel/terminate/repudiate/rescind this agreement or cancel/terminate/revoke any power of attorney, documents executed/given under this agreement or challenge the validity of this agreement.
13. Any notices to be served in accordance with this agreement shall be in writing and sent by post to the address, set out below or as may otherwise be specified in writing by one party to the other from time to time. If there is any change in the address for communication of notices the same should be notified to the other party.

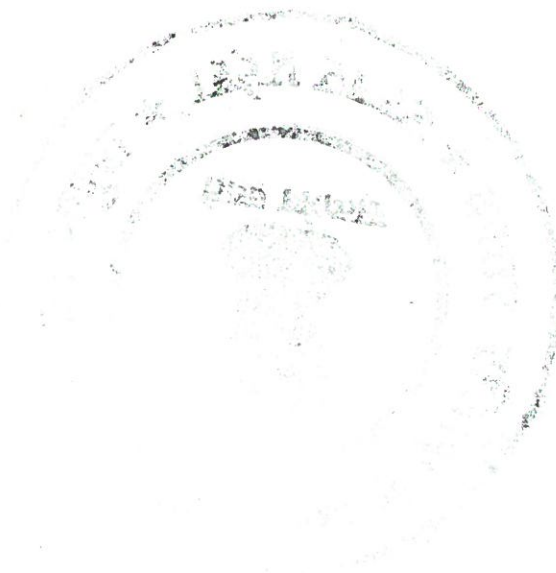






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14. Costs of stamp duty, registration fee and other incidental expenses for execution/registration of this agreement, if required shall be equally borne by the parties.
15. All disputes and differences which may arise between the parties hereto and which cannot be settled amicably with regard to the development, meaning and effect of this agreement or any part thereof or in any way related to or pertaining thereto shall be resolved by having recourse to arbitration by Sole Arbitrator to be appointed by the developer, in accordance with the provisions of the Arbitration & Conciliation Act 1996 or subsequent amendment thereto. The venue for arbitration proceeding shall be at New Delhi.
16. All matters concerning these presents and the development of the schedule land shall be subject to the jurisdiction of Mathura Courts to the exclusion of all other courts.

[Signature]



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1-9 JUL 2019

आवेदन सं०: 201900764025827



विक्रय अनुबंध विलेख (बिल्डर)

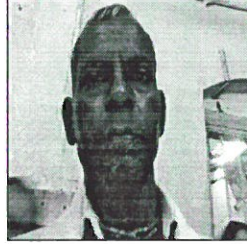
बही सं०: 1

रजिस्ट्रेशन सं०: 9877

वर्ष: 2019

प्रतिफल- 1500000 स्टाम्प शुल्क- 105000 बाजारी मूल्य - 1500000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 80 योग : 20080

श्री सुभाषचन्द,
पुत्र श्री कन्हैयालाल
व्यवसाय: अन्य
निवासी: ग्राम जुनसुटी मथुरा

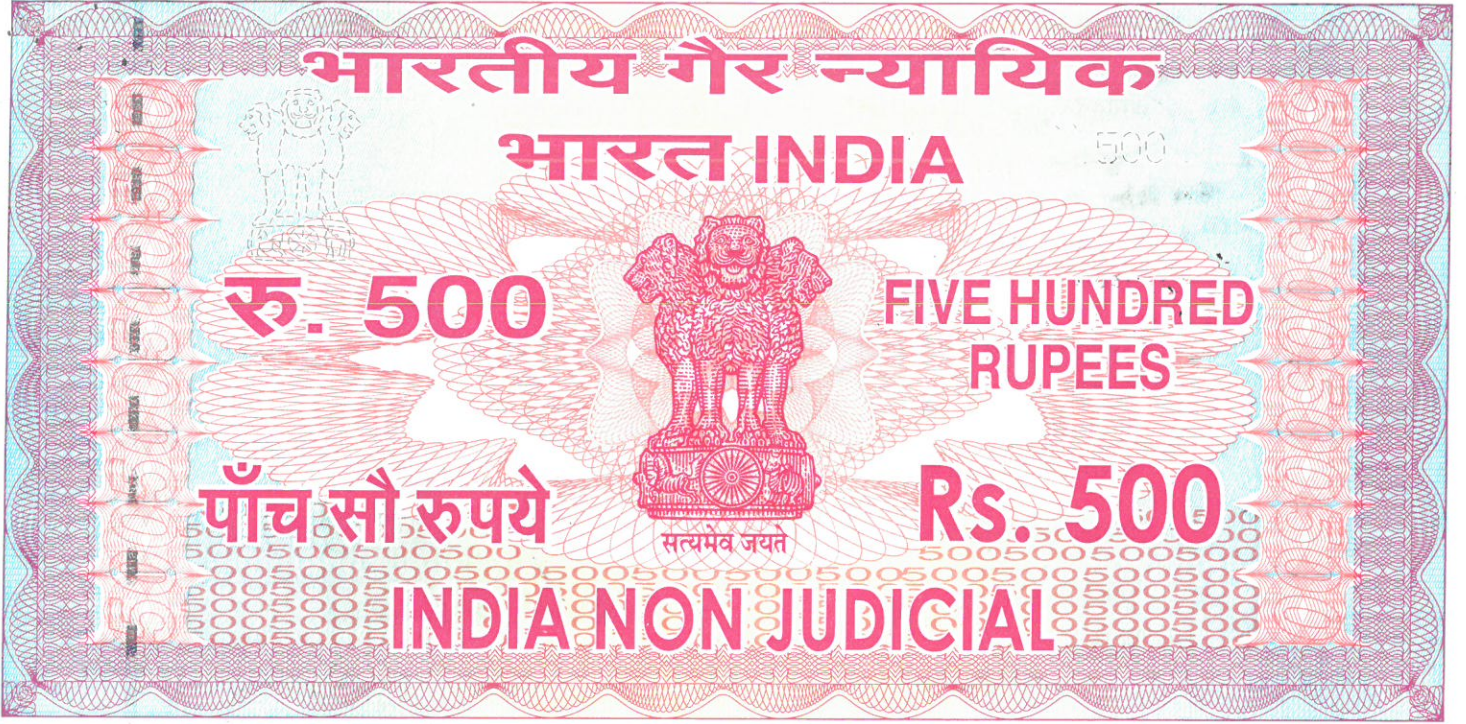


ने यह लेखपत्र इस कार्यालय में दिनांक 11/07/2019 एवं 03:30:46 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस० के० सिंह
उप निबंधक : सदर प्रथम
मथुरा
11/07/2019
सतीश चौधरी,
निबंधक लिपिक





उत्तर प्रदेश UTTAR PRADESH

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SCHEDULE OF PROPERTY

KHASRA NO 724 (VA)

KHATA NO : 01114

AREA-0.0750 HEC

VILLAGE JAIT

TEHSIL AND DISTT. MATHURA.

KHASRA NO 725 (GHA)

KHATA NO : 01139

AREA-0.0750 HEC

VILLAGE JAIT

TEHSIL AND DISTT. MATHURA.




14 JUL 2019
आवेदन सं०: 201900764025827
बही सं०: 1
रजिस्ट्रेशन सं०: 9877

वर्ष: 2019



निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री सुभाषचन्द, पुत्र श्री कन्हैयालाल

निवासी: ग्राम जुनसुटी मथुरा

व्यवसाय: अन्य

क्रेता: 1

श्री मैसर्स सनसिटी हाईटेक प्रोजेक्ट प्रा०लि० के द्वारा
हरेन्द्र कुमार, पुत्र श्री रामचामेल

निवासी: 54 सनसिटी सेक्टर-54 गुडगांव हरियाणा

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री प्रवीन कुमार अग्रवाल, पुत्र श्री श्यामबाबू अग्रवाल

निवासी: रुकमणी बिहार मण्डी चौराहा मथुरा

व्यवसाय: अन्य

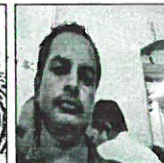
पहचानकर्ता: 2



श्री शैलेन्द्र, पुत्र श्री सौदान सिंह

निवासी: माधुरीकुण्ड मथुरा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:

एस० के० सिंह
उप निबंधक: सदर प्रथम
मथुरा
सतीश चौधरी,
निबंधक लिपिक



उत्तर प्रदेश UTTAR PRADESH

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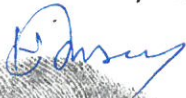
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IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day, month and year first above written.

Date : 10/07/2019

Type by : K. K. Sharma Mathura

Drafted by : Rajveer Singh Raghav Advocate Mathura







M/s Suncity Hi-Tech Projects Pvt. Ltd.
Developer / First Party

Witnesses:

1. Pravin Kumar Agrawal S/o Late Shyambabu Agrawal
R/o Rukmani Bihar, Mandi Chawraha Mathura.
Mob. 9412727790

Authori



2. Shailendra S/o Shri Saudan Singh
R/o Madhurikund Mathura.
Mob. 9012337392





Landowner / Second Party
Subhash Chand



9 JUL 2019

आवेदन सं०: 201900764025827



बही संख्या 11 जिल्द संख्या 15042 के पृष्ठ 133 से 154 तक
क्रमांक 9877 पर दिनांक 11/07/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस० के० सिंह
उप निबंधक : सदर प्रथम
मथुरा
11/07/2019

