



## उत्तर प्रदेश UTTAR PRADESH

BY 078938

## DEVELOPMENT AGREEMENT

This Agreement is made at Ghaziabad on this Saturday the 28<sup>th</sup> day of June, 2014.

## BETWEEN

Sh. Anand Swaroop Garg s/o Sh. Lajpat Rai r/o - 13/14, Rajnagar, Ghaziabad and Sh. Vijay Kumar Garg s/o Sh. Lajpat Rai r/o II-C/128, Nehru Nagar, Ghaziabad and Sh. Ravinder Kumar Garg s/o Sh. Lajpat Rai r/o H-C/127, Nehru Nagar, Ghaziabad and Sh. Sunil Kumar Garg s/o Sh. Lajpat Rai r/o II-C/127, Nehru Nagar, Ghaziabad, hereinafter collectively referred as the Landowner which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal representatives, successors, executors, assigns and nominees, jointly and severally, hereinafter called as "The parties of the First Party".

AND

M/s SVP Builders (India) Pvt. Ltd. a company incorporated under the provision of the companies Act, 1956, having it's registered office at A-3, 2nd Floor, South Extension, New Delhi-110049, having its CIN: U74899DL2000PL104030, through it's Managing Director Mr. Vijay Kumar Jindal s/o Sh. Satpal r/o II-C/95, Nehru Nagar, Ghaziabad, hereinafter referred as "the Developers" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal representatives, successors, executor, assigns and nominees, jointly and severally hereinafter called "the party of the Second Party".

The expression Developer Company i.e. M/s SVP Builders (India) Ltd. and land Landowners i.e. Sh. Anand Swaroop Garg, Sh. Vijay Kumar Garg, Sh. Ravinder Kumar Garg & Sh. Sunil Kumar Garg, wherever occur in this agreement shall mean and include their successors, legal representatives, administrator, nominees and assignees. The parties company and the land Landowners are hereinafter collectively referred to as "Parties" and individually as "the Party". The land Landowners hereinafter referred to as "first party" and The Developer's company as 'second party'.

Whereas the parties of the first party are absolute Landowners and in possession of the free hold land admeasuring 4010 sq. yds., situated at 80 ft. wide main road namely Vasant road opposite Urmil Motors, Nehru Nagar, Ghaziabad, Uttar Pradesh as per the revenue records comprised in Khasra No. 980 & 981, of Village Bhonja, Pargana Loni, Tehsil & District Ghaziabad, herein after referred to as "Land in Issue".

It is clarified that out of these 4010 sq. yds., land measuring 3521.85 sq. yds. has been received by virtue of Law of inheritance by all the parties of first party and is as per revenue records, balance 505.15 sq. yds. has been acquired by the parties of the first party from GDA through free hold sale deed executed by GDA in favour of all the four parties of the first part.

The project land is bounded as under:-

North By:-	Other's Properties
South By:-	Land of the parties of the first part along with other's properties
East By:-	80 ft wide road
West by:-	Old Abadi Maliwara

a.. AND WHEREAS as the First Party has represented to the second party that the said entire land is freehold and the Landowner /first party have clear and marketable title to the same. The said land is free from all or any encumbrances(s) liens and /or charges and is not subject matter of any litigation or prior agreement and that there is no impediment on the part of

Anand Swaroop Garg

  
Anand Swaroop Garg Civil Engineer  
Vasant Road, Loni, Ghaziabad, UP, India

any of the Landowners which can prevent the Landowner from entering into this Development Agreement for the development of the said land.

- b. AND WHEREAS First Party being absolute Landowner has rights to enter into this DEVELOPMENT AGREEMENT with Second Party in respect of land measuring 4010 sq. yds., Nehru Nagar, Ghaziabad (hereinafter to be referred as 'Project').
- c. AND WHEREAS, the First Party has agreed to tie up with the Second Party for the development of their land and hereby agrees to allow development and construction of the said land by the Second Party and have agreed to allow to make such applications as may be required by law for the development of the Project.
- d. And Whereas Second Party has the expertise and resources in development of real estate and is doing projects of similar nature as per approved bye laws.

NOW THEREFORE, THIS DEVELOPMENT AGREEMENT  
WITNESSETH AS UNDER:-

1. **SECURITY AMOUNT**:- WHEREAS the Second Party has agreed to develop, construct the said project, market and sell at mutually agreed basic sale price and in lieu thereof Second Party would give a security deposit amounting to INR. 75,00,000/- (Rupees Seventy Five Lacs only) to the First Party as interest free security deposit. The said interest free security deposit shall be payable as per the mutual decision between parties at the time of start of construction/ project.

It is further agreed between parties that once total receipt of INR.15,00,00,000/- (Rupees Fifteen Crores Only ) is received in the bank account and 50% thereof is received by the parties of the first part in terms of this agreement, they (parties of the first part) shall refund INR. 25,00,000/- (Rupees Twenty Five Lacs Only) to the party of the second part out of the security deposit.

Again after receipt of next INR. 20,00,00,000/- (Rupees Twenty Crores Only ) in the bank account and receipt of 50% thereof by the parties of the first party, they shall refund INR. 25,00,000/- (Rupees Twenty Five Lacs Only) to the party of the second part out of the security deposit.

Again after receipt of next INR. 25,00,00,000/- (Rupees Twenty Five Crores Only ) in the bank account and receipt of 50% thereof by the parties of the first party, they shall refund INR. 25,00,000/- (Rupees Twenty Five Lacs Only) to the party of the second part out of the security deposit.

2. **COST RELATED TO PROJECT:** The Second Party shall be solely responsible to bear all costs related to construction and development of the Project and shall be entirely responsible for the successful execution of the Project.
3. **CONSTRUCTION OF PROJECT:** That pursuant to the 'Development Agreement' being entered upon by the respective Parties, Second Party shall have the right to carry out construction marketing & selling the flats as of the Project pursuant to the terms and conditions of the Development Agreement mutually agreed by the respective Parties. The construction of the Project shall be carried out in accordance with specifications submitted to GDA and additions/ modifications approved by GDA.
4. **HANDING OVER PROJET SITE:** That upon execution of the 'Development Agreement', First Party would allow the Second Party to develop/construct the said Project, subject to payment of the initial security deposit by the Second Party. First Party shall give an 'Authorization' in favour of the nominee of Parties to enable and to secure the necessary permits / permission and to do other acts, deeds, things, as may be necessary for sanction/ approval of the Project.
5. **ARCHITECT & WORKMAN FOR PROJECT:** That it was agreed that the developer will prepare all the drawings, plans, and shall appoint competent architects, Engineers, Contractors, maintenance agencies and other technical staff in order to execute the project.
  - a. to prepare the blue print for development on the said land.
  - b. to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land and complete GDA approvals within reasonable period.
  - c. to identify a reputed contractor for development on the said land either through private negotiations or through advertisement and enter into necessary agreement with such contractor with prior consent of the First Party.
  - d. to coordinate with the contractor during the course of the development and for that purpose to engage architect, engineer etc.;

for that purpose to engage architect, engineer etc.,

e. to engage and employ all work forces as may be required in the said project.  
f. to market the proposed flats and all other facilities and amenities as provided in the said residential Project and for that purpose to sign and execute all necessary documents, agreements including allotment letter, agreement to sell, apartment buyers agreement, or any other instrument or instructions as may be required from time to time for conveying interest in the said residential project or part thereof in favour of the prospective buyer(s). It is agreed that the basic price shall be mutually decided and shall be revised with mutual consent from time to time.

g. to receive the entire sale consideration, deposit in Escrow Account, (jointly operated) from any such prospective flat buyer, tenant, occupant etc. in the said project.

6. **ASSURANCES/LIABILITY:** That upon execution of this Development Agreement the Landowners would allow the developer to commence construction and development of the intended project, the First party / Landowner undertakes that it shall not revoke the rights so granted till the completion of the project in all respects except material breach by the Second Party.

That the developer alone will be responsible for all the staff /labour etc. employed by it for the project and would keep the Landowner completely harmless and indemnified against all or any injuries / damages / losses / claims etc. or any nature whatsoever.

7. **TITLE:** That the present agreement is executed with the clear stipulations that the land of the land Landowners is free from all encumbrances, charges, liens, and there is no defect in the title of the land Landowners. However, in the event there is any claim or claims by any third party and / or there is any litigation effecting the title of the land Landowners, it shall be the sole responsibility of the land Landowners to rectify the defect and make out a good and marketable title without causing any prejudice or loss to Second Party and the land Landowners do hereby keep Second Party indemnified on the aforementioned account.

8. **PROJECT COST AND EXPENSES:** The total costs and expenses for development and construction of the Project shall be solely borne by Second Party.

All expenses and costs incurred towards external and internal development and construction relating to the Project will be borne by Second Party. It is agreed that GDA approval/sanction shall be the sole responsibility of Second Party within reasonable period from the date of execution of this project. The Second Party shall bear the cost of GDA and all other approvals in respect of the said project.

*Abdul Majid* *Abdul Majid* *Abdul Majid* *Sunit Kumar*  
*Abdul Majid* *Abdul Majid* *Abdul Majid* *Sunit Kumar*

9. **MAINTENANCE OF THE PROJECT:** That over all maintenance of the entire project shall be undertaken by second party who will be responsible and entitled to maintain the said project and charge maintenance charges in its discretion.

10. **OBLIGATION OF THE FIRST PARTY:** The First Party shall perform the following obligations:

- Not to cause any let or hindrance for development of the said land and the second party would be allowed to construct and develop the said land as per the scheme/approved maps by GDA.
- To extend all co-operation and assist to obtain licenses / sanction of plan from the concerned authorities for the development and construction of the said project and for the purpose to sign and execute all the papers / documents / applications etc. at the cost of the Second Party.

**OBLIGATIONS OF THE SECOND PARTY:** That the second party with its own cost shall perform the following:-

- To prepare & finalize the plans and application if required for construction of said project of the said land.
- To take all necessary steps to obtain sanction to the building plans from the authorities or from all such other statutory authorities.

11. **DEVELOPMENT & COMPLETION OF THE PROJECT:** The scope of development of the Project includes planning, designing, construction, development and marketing of the Project by Second Party.

It is mutually agreed that Second Party will complete the Project within a period of 30 months or less as mutually agreed by the Parties subject to force Majeure & after sanction of approved plan of the project by the competent authority. A grace period of six months will be granted on bonafide grounds only.

12. **LANDOWNER'S AND DEVELOPER'S REVENUE SHARE ALLOCATION:** It has been agreed that Landowner's allocation in total revenue/sale proceeds would be 50% and Second Party share would be 50% at residential project on land measuring 4010 sq. yds., approx., at Nehru Nagar, Ghaziabad (UP).

13. **SALE PROCEED:** The basic sale price shall be mutually decided and shall be revised with mutual consent from time to time. The entire Basic Sale Proceeds realized from the Project shall be deposited only in designated

*Uttam Singh*  
Anil Singh Tyagi

*Kishan D. Singh Kumar*  
Vishal

bank account to be opened with a scheduled bank by the Parties ("Escrow Account"), which shall be managed by the escrow bank. The escrow bank shall be given necessary instructions to transfer the Basic Sales Proceeds of the Project lying in the Escrow Account in the ratio specified i.e. 50% & 50% to the respective bank accounts of the First Party and Second Party. It is clarified that Basic Sales Proceeds includes Basic Sale Price (BSP), the price of view PLC, Floor PLC & Car Parking, apart from that installation charges for meter connection, power backup charges & Advance Maintenance charges will be paid to second party by prospective allottee in respect of entire project. The tax, sales tax/ VATs/educational cess/ labour cess /service tax and any type of tax levied or leviable will be recovered from prospective allottee and will deposit in concerned department /authority by second party.

14. **MOBILIZATION OF WORK FORCE & PAYMENTS:** The Second Party shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The Second Party shall meet costs of all construction materials and shall be solely responsible for the payment of wages. ESI Provident fund and all other statutory dues to the workmen employed and sub-contractors as employed by the Second Party for execution and construction work undertaken by the Second Party under this Agreement.
15. **EXECUTION OF AUTHORISATION:** On signing of this Development Agreement, the First Party will authorize to second party or its nominee to do necessary work for development construction, marketing and receive sale consideration in designated Escrow Account, and execution of allotment letter, apartment buyer agreement, TPT, PTM and also for execution & registration of sale deed.
16. **POWER TO SELL THEIR RESPECTIVE SHARE:** The First Party hereby give their express consent that the Second Party shall have the freedom to enter into Agreements with the prospective purchasers for transferring of or leasing the saleable area falling to the share of First Party in the said Project, however entire sale proceed of entire project will be deposited in Escrow Account and payment will be distributed as per allocated share holding.

17. **TERM AND TERMINATION:**

**Term**

This Development Agreement shall come into effect on the date of execution of Development Agreement & shall remain valid upto completion of project.

*Umesh  
and wife* *Shilpa* *Shilpa  
Kumar*

## Termination

This Development Agreement may be terminated by the Parties in following event:

In the event of either Party committing a material breach of terms of this Agreement and if any defect found in title and fails to rectify the same after receiving 15 days notice from the other Party.

18. **GOVERNING LAW AND JURISDICTION:** This Development Agreement shall be governed in all respects by the Laws of India, the courts at [Ghaziabad], India alone shall have the exclusive jurisdiction.

19. **CONFIDENTIALITY AND NON-DISCLOSURE:** Each Party shall keep all information and other materials passing between it and the other Parties in relation to the Project contemplated by this Development Agreement and also in relation to land Landowners ("Information") confidential and shall not, without the prior consent of the other Party, divulge the Information to any other person or use the Information other than for carrying out the purposes of this Development Agreement.

In the event that for any reason this Development Agreement be terminated and the transactions contemplated hereby not be implemented, the Parties shall immediately return the Information in relation to the other Party, together with any copies in its possession.

20. **FORCE MAJEURE:** In case of existence of a Force Majeure event, the affected Party shall immediately notify the other Party of the happening of any such event of Force Majeure. The affected Party shall constantly endeavor 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. In any other event, if a Force Majeure cause or causes shall continue for a period of 30 days, the Parties hereto shall mutually discuss the matter and decide one or the other course of action to be taken.

21. **ADVERTISEMENT FOR SALE:** The Second Party shall be entitled to erect boards in the Said Property or to advertise in newspapers or any other media for the sale of saleable area and marketing the same in any manner they may deem it fit, and proper, however cost of advertisement and brokerage charges should also be borne proportionately.

22. **CUSTODY OF ORIGINAL TITLE DEEDS:** The First Party will provide the entire document of project land to second party for betterment of project, marketing, loan proposal to individuals and for purpose of project approvals.

*Umesh  
and wife  
- 8 -*

*Swil  
Kumar  
Puri*

23. **NAME OF PROJECT:** It is mutually agreed that the Project shall be developed in the name of 'Gulmohur Vasant" or "The Imperial".

24. **MISCELLANEOUS:**

No amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.

If any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonable inconsistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.

The Landowners and the developers have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between the Landowners and developers.

All communications/ notices between the parties shall be sent through Registered AD Post at the addresses of the parties given above or against receipt by hand.

The Landowners agree to get any defects in their title or in the title of the said lands rectified at their own cost and to keep the Developers indemnified against any losses, damages as may be caused to the developers by reason thereof.

25. **BREACH AND CONSEQUENCES AND DISPUTE RESOLUTION:** In the event of breach by either party to this agreement, the other party (the aggrieved Party) shall be entitled to specific performance of the contract and the First Party would be entitled to recover losses and expenses incurred as consequences of such material breach from the Second Party committing.

26. **ARBITRATION:** That in the event of any dispute whatsoever arising between the parties in any way connected with this Agreement the same shall be referred to the Arbitrator appointed with the mutual consent of both the parties and the decision of the arbitrator shall be final and binding on both parties. The arbitration proceedings shall always be held in Ghaziabad in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereto.

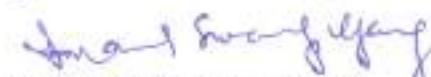
*Umesh  
Sukhdev Singh  
-9-* *Shiv Kumar  
Wijayaraj*

IN WITNESS WHEREOF the parties hereto have singed this Development Agreement on the day, month and year first above written.

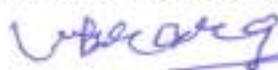
Witness:

1. **YASH KUMAR GARG**  
S/o **SUNIL KUMAR**  
**KF-25**  
**Kavi Nagar**  
**Chandigarh**  
**9999909500**  
**Xash**
- 2.

Signed and Delivered by the



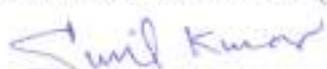
Sh. Anand Swaroop Garg



Sh. Vijay Kumar Garg



Sh. Ravinder Kumar Garg

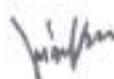


Sh. Sunil Kumar Garg

Landowner/First Party

Signed and Delivered by the

M/s SVP Builders (India) Limited



Through Managing Director/s