

सत्यमेव जयते

Certificate No.

Certificate issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

License No. 180 2020, Tehal & Distric- G.B. Naga

JCC Add - Nolds - Males - 9650736878

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

IN-UP17448160253820T

28-Oct-2021 01:37 PM

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SUBIN-UPUP 1401380424442567062566T

ADARSH NAGAR PRAGATISHEEL SEHKARI AWAS SAMITI LTD

Article 5 Agreement or Memorandum of an agreement

Not Applicable

ADARSH NAGAR PRAGATISHEEL SEHKARI AWAS SAMITI LTD

T AND T INFRA DEVELOPERS PVT LTD

ADARSH NAGAR PRAGATISHEEL SEHKARI AWAS SAMITI LTD

(One Hundred only)





.Please write or type below this line ---

JOINT DEVELOPMENT AGREEMENT

For TandT Infra Developers Pvt. Ltd.

वतर राग वर्तन सहस्र आनास नात्रात लिञ, गावियाबाद

2 8 OCT 2021



This Joint Development Agreement is made at Ghaziabad on this 28th day of October - 2021.

BETWEEN

M/s. Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd., bearing Registration No. 2600, [a registered cooperative housing society, in accordance with the provisions of Uttar Pradesh Cooperative Society Act, 1965 (herein called "Act 1965") and Uttar Pradesh Sehkari Samiti Niyamawali, 1968, (herein called "Rules of 1968")] having its having its Office at G-276, HIG, Sector-11, Pratap Vihar, Ghaziabad (U.P.)-201009, hereinafter referred to as the "Samiti", are absolute in possessed of or otherwise well and sufficiently undisputed owner of Plot No. 03/SP-05 admeasuring 14670 sq. mtrs., Sector-3, Siddharth Vihar, Ghaziabad, UP, through its Secretary Sh. Mahipal Singh S/o Late Sh. Mangat Singh Office at G-276, HIG, Sector-11, Pratap Vihar, Ghaziabad which expression shall, unless repugnant to the context or meaning thereof, to be deemed to include their legal heirs, legal representatives, successors, executor, assigns and

AND

mis rand infra developers private LTD., a company incorporated under the provision of the Companies Act, 1956 having its Registered Office at 79, Sector-15A, Noida - 201301 and through its Director Sh. Ankush Tyagi, hereinafter referred as 'the Developer' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal

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For TandT Infra Developers Pvt. Ltd

representative, successors, executor, assigns and nominees, jointly and severally hereinafter called 'the Second Party'.

The expression and words of the First Party and Second Party shall mean and include their successors, executors, assignees administrators and legal representatives etc. respectively.

WHEREAS:

A. That the First Party is the sole owner of land Plot No. 03/ SP-05 admeasuring 14670 sq. mtrs., Sector- 3, Siddharth Vihar, Ghaziabad, U.P by virtue of conveyance deed which duly registered on 03/07/2019 vide document no. 3523 book no. 1 vol. no. 7762 on pages 253 to 308 at Sub-Registrar Ghaziabad U.P.

B. That the First Party hereby assure, represents and covenant with the Second Party that, the said Property is free from all encumbrances whatsoever, there is no order of attachment by the Income Tax Authorities or any other Authorities under law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received. In respect of the said Property. That no other person has any right, title, share, interest, claim or demand whatsoever or howsoever in respect of the said Property, that there is no legal impediment or bar and no other subsisting Collaboration Agreements.

have entered into this Joint Development Agreement to develop the land, building idential flats and develop all other facilities as per the plans approved the land, was Evan vikas Parishad Ultar Pradesh.

Rart-1 The Land owner Share - for allotment to its members (Annexure- A).

The Builder Share - with full rights for marketing and selling (Annexure- B).

D. With the view to execute the project of construction of flats for its member expeditiously, the First Party - the Land Owner is entering into this Joint

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For TandT Infra Developers Pvt. Ltd.

Director

र पार प्राची है जो वा गाउँ प्राचीता । गामिति जिल्, गामियांचाव Development Agreement with the Second Party - the Builder, who possess the requisite expertise and finance to execute the project in full compliance to the plan approved by Awas Evam Vikas Parishad Uttar Pradesh.

NOW THEREFORE, THIS JOINT DEVELOPEMENT AGREEMENT WITNESSETH AS UNDER:-

- 1. CONSTRUCTION OF PROJECT: That pursuant to the 'JOINT DEVELOPEMENT AGREEMENT' being entered upon by the respective Parties, Second Party shall have the right to carry out Development and Construction of the entire project as per the approved plan. The Builder will have the right for marketing & selling of the flats under Builder Share, as provided in the Project, pursuant to the terms and conditions of the JOINT DEVELOPMENT AGREEMENT mutually agreed by the respective Parties. The construction of the Project shall be carried out in accordance with specifications submitted to Awas Evam Vikas Parishad Uttar Pradesh and additions/modifications approved by Awas Evam Vikas Parishad Uttar Pradesh. The Builder undertakes to complete the project and will obtain occupation certificate 'Phase-wise' and shall have the right to give possession to buyers of builder's share Phase-wise as per clause 10 of this agreement.
- 2. HANDING OVER PROJET SITE: That upon execution of the 'JOINT DEVELOPMENT AGREEMENT', First Party would allow the Second Party to develop/construct the said Project. First Party shall give an 'Authorization' in favour of the hominee of Parties to enable and to secure the necessary permission and to do other acts, deeds, things, as may be necessary for sanction approval of the Project. The Second Party shall pay and discharge all ground rent, taxes, rates, assessment, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said property from the said agreement onwards.

The Second Party is authorized to enter upon the property at any time, affix board, put the barbed wire fencing or construct a compound wallon the said

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property or any portion thereof as per demarcation thereof and make all payments for all such works.

The development of the plot and construction of flats as per the approved plans shall be completed and possession handed over within 42 months with the grace period of Six month from the start date of construction.

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 make and Prepare and/or cause to be made and prepare at their entire cost all such layouts, sub-division, plans, specifications and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of the second party for the purpose of constructing the buildings on the said property to Awas Evam Vikas Parishad Uttar Pradesh and or any other concerned authority or Government of Uttar Pradesh and/ or Local Bodies and to engage the services of any Architect, Engineer, Consult and or any person as may be necessary or advisable at the discretion of the second party and do all other acts and things as may be necessary for the Construction.

ARY to submit all necessary application with various govt. authority and any other authority for the purpose of development on the said land and complete Awas Evam Akas Parishad Uttar Pradesh approvals within reasonable period towanyadditional flats that may be proposed, because initial project has been duly approved by Awas Evam Vikas Parishad Uttar Pradesh.

or correspondence with all concerned authorities and bodies including the Government of Uttar Pradesh and all its Department, Awas Evam Vikas Parishad Uttar Pradesh and/or Police authorities for the time being in connection with the implementation of sanctioned plans, obtain floor space index for the construction proposed to becarried out on the said property.



D. to represent before public, local and/or private authorities in respect of said property and or make such of the actions and things as may be necessary for effectually commencing the said construction work and completing the same.

E. to deal with the correspondence with Paschimpanchal Vidut Vitran Nigam department Vidut vitran Ltd/ any other concern obtaining electric connection including execution of lease deed in respect of any portion of said property for the purpose of enabling the Paschimanchal Vidyut Vitran Nigam Ltd/ any other concern Vidut vitran department to put up and erect electric sub-station for supply electricity to the buildings that may be constructed on the said property and for that purpose to sign all letters, applications, undertakings as may from time to time be thought necessary or as may be required by the concerned authorities. All expenses for this purpose shall be borne fully by the Second Party.

F. To appear and represent the First Party before any and all concerned authorities and parties as may be necessarily required and/or advisable in sole discretion of the Second Party for or in connection with the said property and make such agreements arrived at such arrangements as may be conductive to the construction work and completion of the same.

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G. To nominate, appoint, engage and authorize solicitors, advocates, Income-tax and GST practitioners, Chartered accountants and other professional agents and sign and give swarrants or vakalat-namas or other necessary authorities in their taxout from time to time and to revoke the appointments and pay their cremineration including special fees and charges.

H. to invite tenders and offer for purpose of construction of one or more buildings of structures on the said properly, accept such fenders or offers and such consideration and on such terms and conditions as the second party may in his/their absolute discretion deem fit. give the construction sub contracts to such person(s) as the second party may deem fit and proper and get all such buildings or structures duly completed by the said contractors and enter into

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such agreements with such and other persons or body or bodies whether corporate or otherwise for the purpose of sold property wholly, pertly, or in stages and for construction of buildings or structures thereon and/or furnishing the premises therein as the Second Party may in his/their absolute discretion deem fit, pay the cost of construction of the said buildings or structures and furnishing of the premises to such contractors and other persons or bodies and obtain valid receipts and discharges thereafter enter into contracts for supply of materials, labour and or other services as may be required for construction of the buildings or structures on such terms and conditions as the second party may in his/their absolute discretion deem fit and proper.

I. 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 to engage and employ all work forces as may be required in the said project.

J. The Second Party shall commence, carry out and complete and or cause to be commenced and completed, construction work at their entire cost on the said property in accordance with the sanctioned plans and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations which are made by Government of Uttar Pradesh and or Ghaziabad Development Authority and/or Municipal Corporation of Ghaziabad and or any other competent Authority or authorities, for the time being, are strictly observed.

DEVELOPMENT AGREEMENT the owners would allow the developer to learning construction and development of the intended project, the First party/ owner 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 owner completely harmless and indemnified against all or any injuries / damages/losses / claims etc. or any nature whatsoever.

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For TandT Infra Developers Pvt. Ltd.

TITLE: That the present agreement is executed with the clear stipulations all from free land is charges, liens, and there is no defect in the title of the land owners. That the Builder has checked and verified from all records available with the owner, Awas Evam Vikas Parishad Uttar Pradesh and UP Govt. that the owner has clear title and full rights to the said property. However, in the event there is any claim or any byclaims party and / or there is any litigation effecting the title of the land owners, it shall be the joint responsibility of the land owners and the Builder to rectify the defect and make out a good and marketable title without causing any prejudice or loss to either Party. All cost for any/all such resolution of disputes shall be borne by the second party.

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

All expenses and costs incurred towards external and internal development and construction relating to the Project will be borne by Second Party. It was agreed that under the approved plan share of flats for the members of the society and the Builder will be constructed simultaneously. It was further agreed that Builder shall complete all the works as per the approved plan and obtain occupation certificate for all the flats. The second party shall give possession of the Land Owner share of flats of the society for its members and other alottees after obtaining ampletion certificate. It was further agreed that Second Party after obtaining ampletion certificate. It was further agreed that Second Party after party has no objection in pledging land for the same propose to Party first party has no objection in pledging land for the same propose to the payment of loan is of Second Party solely, first party will not hold responsible in any manner whatsoever. All funds raised through these project loans shall be kept in the nominated project account and used for construction of flats in this and only this project.

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7. 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 from the flat owners, in its discretion. Resident Welfare Association (RWA) shall be constituted by the flat owners within one year of grant of possession of flats and shall be responsible for maintenance and up keep of the said complex. All common areas such as lobbies, staircases, lifts, corridors, parks, roads pathways and all common services shall be handed over by the Builder to The RWA in proper order.

8. OBLIGATIOSN OF THE FIRST PARTY: The First Party shall perform the following obligations:

A. 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 Awas Evam Vikas Parishad Uttar Pradesh.

B. 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:-

A To prepare & finalize the plans and application if required for construction of

B. to complete the entire project of construction of buildings and other facilities as per the approve plan and obtain occupation certificate for all the flats in all the buildings.

C. to secure occupation certificate for all the flats in the Project, clearances from all concerned authorities, obtain no objection certificates or necessary permissions from Awas Evam Vikas Parishad Uttar Pradesh and/or Municipal

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corporation of Ghaziabad (Fire Brigade Department) for occupying the buildings and do all acts deeds or things for the said purpose.

D. After completion of the project, The Second Party shall hand-over the Land Owner Share of flats to the first party for allotment to its members.

E. That the Second Party have right on their part to allot the flats under builder share to the buyers and carryout all other works and activity related to the project.

10. 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 in 2 Phases. In Phase-1 the Second Party will construct and complete Tower-B, Tower-C and Tower-D. In Phase-2 the Second Party will construct and complete Tower-A and Tower-E. The Second Party is bound to start Phase-2 before Dec-2022 and complete whole project i.e. Phase-1 and Phase-2 in 42 months from start date of construction. A grace period of six months may be granted on bonafide grounds only. The Second party has right to sell his part of flats phase-wise and get it registered on buyer's name and First Party will have no objection in same. In the second party of project, there will be penalty of Rs. 5 Lacs per month the second project.

11. PROJECT MONITORING COMMITTEE (PMC): It was further agreed that a Project Monitoring Committee (PMC) shall be formed with nominees of both the First and the Second party. It was agreed between parties that members of the PMC shall have Is the right to inspect all plans, drawings, designs, quality of material and construction etc and monitor progress of the project. Members of

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PMC shall have the right visit and inspect the project site buildings and all facilities and services.

- 12. PROJECT ACCOUNTS: The Builder shall maintain separate accounts for the project. All funds raised by the builder shall be kept in this nominated account. Any fund from this project account shall be used only for development and construction of this and only this project. PMC shall have the right to regularly inspect the accounts quarterly.
- 13. SALE PROCEED: The Builder shall have the right to market and sell Builder share of flats built in the project. The sale price and/or any other receipts from flat buyers shall be kept in the nominated Project account. It was also agreed between parties that second party will provide fully constructed Land Owner share of flats of different sizes to members of society in lieu of consideration of Land. The tax, sales tax/ VATs/educational cess/Labour cess/service tax, metro cess and any type of tax levied or liveable will be paid fully by the second party. However at the time of offer of possession maintenance charges and other allied charges as applicable will be paid by allottee members.

It was agreed between parties that second party will complete all project related works and obtain completion/ occupation certificate for flat as per norms of Awas Evam Vikas Parishad Uttar Pradesh or any/all other regulatory authorities.

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.

***EST Provident fund and all other statutory dues to the workmen employed and construction work undertaken by the Second Party for execution and construction work undertaken by the Second Party under this Agreement.

OP U.P.

15. 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 and also may

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For TandT Infra Developers Pvt. Ltd.

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enter into agreement with third party for selling the flats of project. However entire sale proceed and/or other receipts of entire project will be deposited in the designated project account. It was further agreed that all funds received against booking of and sale of flats will be kept in the nominated account and utilized only in the development & construction of flats. It was also agreed that Annual accounts of the project will be audited by independent Chartered accountants and submitted to the society and other bodies as may be required by the regulatory agencies.

16. TERM AND TERMINATION:

Term

This JOINT DEVELOPEMENT AGREEMENT shall come into effect*on the date of execution of JOINT DEVELOPEMENT AGREEMENT & shall remain valid up- to completion of project.

Termination

This JOINT DEVELOPEMENT 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.

17. GOVERNING LAW AND JURISDICTION: This JOINT DEVELOPMENT AGREEMENT shall be governed in all respects by the Laws of India. The courts at Ghaziabad, Uttar Pradesh, India alone shall have the exclusive jurisdiction.

18. CONFIDENTIALITY AND NON-DISCLOSURE: Each Party shall keep all improvement and other materials passing between it and the other Parties in relation to the Project contemplated by this JOINT DEVELOPMENT AGREEMENT and also in relation to land owners confidential and shall not, without the prior consent of the other Party, divulge the Information to any other parson or use the Information other than for carrying out the purposes of this JOINT DEVELOPEMENT AGREEMENT.

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For TandT Intra Developers Pvt. Ltd.

In the event that for any reason this JOINT DEVELOPEMENT 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.

19. 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 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. 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.

20. 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.

21. NAME OF PROJECT: It is mutually agreed that the Project shall be developed in the name of "DigiTown".

22. MISCELLANEIOUS:

No amendment of 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.

menforceable under applicable law, such provisions shall be deemed to be menforceable under applicable law, such provisions shall be deemed to be mended 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.

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For TandT Infra Developers Pvt. Ltd.

The owners 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 owners 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,

- 23. 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.
- 24. JURISDICTION- Subject To The Arbitration Clause Above, The Parties To The Present Agreement Agree To Submit To And The Present Agreement Shall Be Subject To The Sole And Exclusive Jurisdiction Of The Courts At Ghaziabad, Uttar Pradesh Only.
- 25. ARBITRATION:- Any difference, dispute, question, claim or controversy, the settlement of which is not herein specifically provided for, shall at any time arise between the parties or in connection with this Agreement (or any other document or agreement executed in furtherance of the present Agreement) the same shall be settled by mutual negotiations and agreement. If, for any reason, such dispute question, claim or controversy cannot be resolved amicably by the parties within 30 calendar days of such dispute being notified by one party to the settled by way of arbitration through a sole appropriate by the mutual consent of the parties to the present Contract.

The provisions of Indian Arbitration and Conciliation Act, 1996, or any such arbitration proceedings. The arbitrator shall be appointed within 15 (fifteen) days from the date of receipt of notice of initiation of arbitration proceedings from

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For TandT Infra Developers Pvt. Ltd.

one of the parties. If no consensus is reached between the parties within the time prescribed then the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act i.e. by the Competent Court. The decision of the sole arbitrator, so appointed, shall be final and binding upon the parties. The wenue of the Arbitration proceedings shall be GHAZIABAD UTTAR PRADESH and the language of arbitration proceedings and the award shall be English. Services under this agreement shall, notwithstanding the existence of any such dispately due to payable shall be withheld on account of such proceedings unless such payments are the direct subject of such arbitration proceedings.

IN WITNESS WHEREOF the parties hereto have signed this JOINT DEVELOPMENT AGREEMENT on the day, month and year first above written.

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First Party

Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd.,

Sh. Mahipal Singh (Secretary)

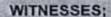
For TandT Infra Developers Pvt. Ltd.

Second Party

M/s TANDT INFRA DEVELOPERS PRIVATE LTD.

Sh. Ankush Tyagi

(Director)



Howard Chamcher

BO WSh Bhook Sungla

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ANNEXURE – A Land Owner Share

(Total 250 Flats to Land Owner in Tower A & B)

Unit Number	Unit Size
51	900
47	1155
73	1350
79	1674
Total - 250	

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For TandT Infra Developers Pvt. Ltd.

ANNEXURE - B Builder Share

Tower- C - Complete

Tower- D - Complete

Tower- E - Complete

Complete Commercial in Project

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For TandT Infra Developers Pvt. Ltd.

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