

56/19



उत्तर प्रदेश UTTAR PRADESH



1



BF-767159

26 FEB 2019

DEVELOPEMENT AGREEMENT

This Development Agreement (hereinafter referred to as the 'Agreement') is made and executed at Lucknow on 17th day of May 2019

BY AND BETWEEN

M/s ROHTAS PROJECTS LIMITED a company incorporated under Companies Act 1956 and having its office at 27/18, Raja Ram Mohan Rai Marg, Lucknow through its directors Paresh Rastogi son of Sh. Lakshmi Chandra Rastogi R/o 14/1 Lajpat Rai Marg, Lucknow hereinafter referred to as "**First Party/Promoter**" (which expression shall mean and include their successors, nominees, administrators and permitted assignees) being party of the FIRST PART; Presented through authenticated attorney **Mr. Rakesh Kumar Srivastava S/o Late Shri P. D. Sinha** Resident of 13 A, Avadhपुरी Ext. Sarvodaya Nagar, Lucknow, Uttar Pradesh vide registered dated 23.06.2015 in sub registrar II, Lucknow, Bahi No-6, Jild No-11, Page No-19 to 26, Serial No-54.

ROHTAS PROJECTS LIMITED

Director/Authorised Signatory



WING CONSTRUCTION & DEVELOPERS PVT. LTD.

DIRECTOR

Jawad Irshad
DIRECTOR



AND

M/s WING CONSTRUCTIONS & DEVELOPERS PRIVATE LIMITED, a company incorporated under Companies Act 1956 and having its registered office at D-277, Vibhuti Khand, Gomti Nagar, Lucknow through its authorised Signatory Jawed Irshad hereinafter referred to as "**Second Party/Developer**" (which expression shall mean and include its legal representatives, successors-in-interest, administrators, nominees and assignees) being party of the SECOND PART; Presented through authenticated attorney **Mr. Manoj Kumar Srivastava S/o Shesh Bahadur Srivastava** Resident of Plot No-4, Pink City, Buddheshwar, Mohaan Road, Lucknow, Uttar Pradesh vide registered dated 18.06.2018 in sub registrar II, Lucknow, Bahi No-6, Jild No-17, Page No-377 to 384, Serial No-44.

Unless repugnant to the context or meaning thereof, the terms "**FIRST PARTY**" and "**SECOND PARTY**" are hereinafter collectively referred to as the "**Parties**" and individually referred as such or the "**Party**".

WHEREAS the first party it is the Promoter of a land development project at Village Kasimpur Birwa and adjoining villages of Block Gosaiganj, Tahsil Mohanlalganj, District Lucknow at Sultanpur Road, divided in seven 'Sectors' for development of integrated township with entrance from Sultanpur Road and at present having a large customer base of more allottees.

AND WHEREAS the second party is at advance stage of execution of its project of plotted development in the adjoining khasras where first party is in process of development of aforesaid project.

AND WHEREAS the first party failed to continue with the execution of the project due to whole many reasons therefore now intends to introduce the second party as developer in the aforesaid project for the purpose of successful completion of the aforesaid ongoing project in a time bound manner.

ROHTAS PROJECTS LIMITED
Director/Authorised Signatory

WING CONSTRUCTION &
DEVELOPERS PVT. LTD.
DIRECTOR

AND WHEREAS the first party hereby making an offer to the second party to join its proposed project in the capacity of developer to which the second party readily agreed.

AND WHEREAS after due deliberations and discussions between themselves both the parties have deemed it fit and proper to reduce the terms and conditions of this Development Agreement in writing as under:

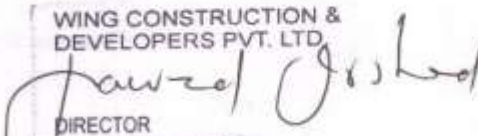
NOW, THEREFORE, THIS DEVELOPMENT AGREEMENT BY AND BETWEEN THE PARTIES HERETO WITNESSETH AS UNDER:

1. That the first party is in process of the development of land project at Kasimpur Birwa and adjoining villages at Sultanpur Road (Project Land), District Lucknow in accordance with relevant policy.
2. That the second party has agreed to join aforesaid project in the capacity of developer for the purpose of successful completion of the aforesaid ongoing project of the first party in a time bound manner.
3. That second party shall be entitled to get all original title deeds, documents of title and all other relevant documents relating to the aforesaid project.
4. That the first party has assured and will assist the second party regarding the balance receivables including development charges etc. from the customers.
5. That Second Party shall be entitled to proceed with the development work of the aforesaid project in all respect.
6. That it is understood between the parties that the development work shall be carried out in phase which shall include but not limited to construction of roads, footpaths, water supply, sewerage and drainage system, land scaping, electricity supply transformer, sub-station, street lightning.
7. That the entire development work shall be carried out by the Developer in accordance with the approved sanctioned plan and in confirmation with the applicable local law in a time frame manner.
8. That both the parties agreed to develop project at Kasimpur Biruha and adjoining village at Sultanpur Road (Project Land) District Lucknow.

ROHTAS PROJECTS LIMITED

Director/Authorised Signatory



WING CONSTRUCTION &
DEVELOPERS PVT. LTD.

DIRECTOR



9. That promoter hereby agreed that the remaining collections/realisations from the customers will be realized by the developer which may be utilised for the acquisition of balance land and for carrying out the development works as aforesaid.
10. That it is hereby understood that both the parties shall be liable for the acquisition of balance land and development of the project including seeking of all necessary approval. It is mutually agreed that timelines for completion of the project would be 24 months subject to timely necessary approval.
11. That the parties hereto have agreed and undertaken to perform their part of this development agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this development agreement.
12. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators, nominees and assignees.
13. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or the rights herein to enforce each and every provision.
14. That if any provision of this agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with purpose of this agreement and rest of the provisions shall remain valid and enforceable in accordance with their intent and purpose.

ROHTAS PROJECTS LIMITED

Director/Authorised Signatory

WING CONSTRUCTION &
DEVELOPERS PVT. LTD.

DIRECTOR

Fawad Iqbal



15. That the promoter shall throughout hereinafter keep indemnified the developer and always save harmless from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc. resulting on account of any act or omission or any breach, delay or default on the part of the promoter; while developing the said property; of any rules, regulations terms or conditions or otherwise.
16. That in the event of any dispute arising under, in connection with, incidental to, and/or in interpretation of scope of this agreement or relating thereto, the same shall be referred to any arbitrator mutually acceptable to both the parties and the decision of the arbitrator shall be final and conclusive. That the provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications amendments and/or re-enactment thereof from time to time shall apply to such Arbitration. The parties shall bear and pay their own costs, charges and expenses of the proceedings before the arbitrators.
17. That the Court's at Lucknow alone shall have jurisdiction in case of any dispute arising between the parties out of this agreement.
18. All the communications sent at the addresses of the parties/persons as given above, by registered AD post or personal delivery with acknowledgement due shall be deemed to have been served on the parties.

Witness-1 *2. एन-9*
मल्लिक नारायण



Witness-2 *n. n. sli.*
(Deepak Rastogi)



Drafted, by
Avanish Kumar Singh
High Court (Adv.)
Lucknow.

[Signature]
DIRECTOR **FIRST PARTY**

WING CONSTRUCTION &
DEVELOPERS PVT. LTD.
[Signature]
DIRECTOR **SECOND PARTY**



आवेदन सं०: 201900822025116

बही संख्या 4 जिल्द संख्या 23 के पृष्ठ 57 से 66 तक क्रमांक
56 पर दिनांक 25/09/2019 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

श्रीमती अवस्थी
उप निबंधक : मोहनलालगंज
लखनऊ
25/09/2019

आवेदन सं०: 201900822025116

बही सं०: 4

रजिस्ट्रेशन सं०: 56

वर्ष: 2019

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

श्री रोहतास प्रोजेक्ट्स लिमिटेड द्वारा निदेशक परेश
रस्तोगी के द्वारा राकेश कुमार श्रीवास्तव, पुत्र श्री पी०
डी० सिन्हा

निवासी: १३ ए अवधपुरी विस्तार, सर्वोदय नगर,
लखनऊ, उत्तर प्रदेश

व्यवसाय: नोकरी

द्वितीय पक्ष: 1

श्री विंग कंस्ट्रक्शन्स एंड डेवलपर्स प्रा लि द्वारा
निदेशक जावेद इरशाद के द्वारा मनोज कुमार
श्रीवास्तव, पुत्र श्री शेष बहादुर श्रीवास्तव
निवासी: प्लॉट नंबर ४, पिक सिटी, बुद्धेश्वर, मोहान
रोड, लखनऊ

व्यवसाय: नोकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री राघवेंद्र कुमार, पुत्र श्री राजेंद्र कुमार

निवासी: बिनहट, मल्लौर लखनऊ

व्यवसाय: नोकरी

पहचानकर्ता: 2

श्री दीपक रस्तोगी, पुत्र श्री एन के रस्तोगी

निवासी: १४/९, लाजपत राय मार्ग, लखनऊ

व्यवसाय: व्यापार

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



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अधीनस्थ अवस्थी
उप निबंधक मोहनलाल मल्ल
लखनऊ

अधीनस्थ कुमार गुप्ता
निबंधक लोहित

आवेदन सं०: 201900822025116

अनुबंध विलेख/घोषणा पत्र

वही सं०: 4

रजिस्ट्रेशन सं०: 56

वर्ष: 2019

प्रतिफल- 0 स्टाम्प शुल्क - 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 40 योग: 540

श्री विंग कंस्ट्रक्शन्स एंड डेवलपर्स प्रा लि द्वारा निदेशक जावेद इरशाद द्वारा
मनोज कुमार श्रीवास्तव प्रमाणीकृत मुख्तार
पुत्र श्री शेष बहादुर श्रीवास्तव
व्यवसाय: नौकरी
निवासी: प्लॉट नंबर-8, पिक सिटी, बुद्धेश्वर, मोहान रोड, लखनऊ



श्री, विंग कंस्ट्रक्शन्स एंड डेवलपर्स प्रा लि द्वारा निदेशक मनोज कुमार श्रीवास्तव
जावेद इरशाद द्वारा प्रमाणीकृत मुख्तार
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निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनोज कुमार श्रीवास्तव
उप निबंधक मोहनलालगंज
लखनऊ
25/09/2019

श्रीक कुमार गुप्ता
निबंधक लिपिक



