



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL90000633456250N
Certificate Issued Date	: 08-Apr-2015 05:00 PM
Account Reference	: IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71680377074563426857N
Purchased by	: ANSAL PROPERTIES AND INFRASTRUCTURE LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANSAL RETREAT RESIDENT WELFARE ASSOCIATION
Second Party	: ANSAL PROPERTIES AND INFRASTRUCTURE LTD
Stamp Duty Paid By	: ANSAL PROPERTIES AND INFRASTRUCTURE LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**AGREEMENT ON HANDING OVER OF MAINTENANCE 'ANSAL ARAVALI RETREAT, VILLAGE RAISINA, DIST. GURGAON, HARYANA' TO 'ANSAL RETREAT RESIDENT WELFARE ASSOCIATION'**

This **AGREEMENT** is made and executed at New Delhi on this day of 10<sup>th</sup> April, 2015 and shall be effective immediately upon its execution (hereinafter referred to as the 'Effective date').

For Ansal Properties & Infrastructure Limited

**BETWEEN**

For Ansal Retreat Resident Welfare Association

(Authorised Signatory)

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President

For Ansal Retreat Resident Welfare Association

**Statutory Alert:**

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

Auth. Signatory



'Ansal Properties and Infrastructure Limited', a Company incorporated in accordance with the provisions of the Companies Act, 1956, having its registered office at 115, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi-110001, herein after referred to as "APIL", which expression shall, unless repugnant to the context or meaning thereof, deem to include its affiliates, successors, subsidiaries, nominees, executors and assigns thereof, acting through its authorized signatory through its Authorized Signatories, Mr. G. Arora; Senior General Manager and Mr. Naresh Sharma, Deputy General Manager (Liaison), duly authorized through a resolution passed by the Board of Directors of the Company dated 12 August 2014- copy attached as "Annexure-A", on the FIRST PART

AND

'ANSAL RETREAT RESIDENT WELFARE ASSOCIATION', hereinafter referred to as 'Association', registered under the Haryana Registration and Regulation of Societies Act 2012 (Haryana Act No.1 of 2012 bearing registration no- HR-018-2012-00032, copy of the Registration Certificate attached as Annexure-B), having its Office at G-3A, Ansal Aravali Retreat, Village-Raisina, Gurgaon, through its President- Mr. Rajesh Chand Vats and office bearers- Mr. Mukesh Arora-Vice President, Mr. Yogesh Singh-Secretary, Mr. Guneet Singh Dhillon-Joint Secretary, Mr. Birendra Singh Rawat-Treasure of the Association, on the SECOND PART

WHEREAS APIL is a Promoter / Builder / Developer and has among others developed Farm Lands under a Farm Scheme named and styled as 'Aravali Retreat' Farms Scheme at Village Bass/Raisina, Distt. Gurgaon, Haryana, as defined hereinafter as "Project" and the maintenance of the Project was being managed by Pro Facilities Services Pvt. Ltd (PROFAC)- a third party maintenance agency nominated by APIL for maintenance of common areas and facilities of the Aravali Retreat from 01.04.2009 onwards. Prior to 01.04.2009, the property was being managed by APIL through SFML-Star Facilities Management Limited.

WHEREAS the owners of the Farm Lands in the said 'Project' have formed an 'Association' with a view and object to manage the administration and maintenance of common areas and facilities and common infrastructure related to roads, sewer, drainage, water supply, open spaces, green belt, parks, trees and plants, conservation of natural resources, housekeeping, fire services, electric infrastructure and security of the Project.

WHEREAS Ansal API has received a memo from The District Registrar- Memo No. DIC/GGN//DRI/307 dated 8-8-2014 to hand over the maintenance to Ansal Retreat Resident Welfare Association on the request and complaints of the 'Association'-Attached, Annexure-C

Now that the Association have approached APIL for taking over the maintenance of the Aravali Retreat vide letter dated 12<sup>th</sup> March 2015 -attached as Annexure-D and APIL and the 'Association' have come to a mutual agreement on handing-over and taking-over the administration and maintenance of the 'Project' on the following terms:

- A. The Association has represented that it has been maintaining cordial relations with the allottees of the Farm Land and is making all efforts to safeguard the interests of allottees and the owners of the Farm Lands. The Officials of the Association have expressed their interest and willingness to take over the maintenance of Aravali Retreat including control, administration. Management of maintenance and upkeep of common areas, common facilities, common infrastructure and facilities including roads, sewer, drainage, water supply, open spaces, green belt, parks, trees and plants, conservation of natural

For Ansal Properties and Infrastructure Limited

(Authorized Signatory)

For Ansal Retreat Resident Welfare Association

President

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resources, housekeeping, fire services, electric infrastructure and Security of the Project from the developer and or promoter and or nominated maintenance agency of the developer or promoter and or collaborative partners.

- B. The purpose of this Agreement is to conclude handing-over and taking-over of the administration, management and control of maintenance and or transfer ownership and responsibilities of common area and facilities provided / available under the 'Project' from APIL, on its own behalf and or on behalf of Developer and or Promoter and or Collaborators and or Maintenance Agencies of APIL including any nominated agencies to the 'Association' and substitute the status of APIL with that of Association with respect to ownership of common assets and facilities including its administration, control, management as contemplated and provisioned under Haryana Acts with respect to the said Project along with all rights and obligations as per the stipulations of the Haryana Acts and government notifications.
- C. The 'Effective Date' for handing-over and taking-over of administration, management and control of maintenance of the Project shall be 10<sup>th</sup> April, 2015.
- D. From the Effective Date, the entire administration, management and control of maintenance of common areas, facilities and installed infrastructure stands transferred from APIL and its nominated maintenance agencies to the 'Association' along with all rights, privileges that may be available under the terms of this Agreement or under the applicable Laws, Acts or Statutes of Haryana government and its & its Rules.
- E. On and from the Effective Date, the Association shall have exclusive rights and control over the maintenance of the Project and the Association shall determine and charter of maintenance services and fix maintenance charges and governing terms and procedures in the Project. The Association shall raise bills, collect maintenance charges either directly or through its appointed agency, authorize all disbursements and expenditures and ensure 'Compliance of the Regulatory Provisions' with respect to Usage of Properties, Common Areas and Facilities, Installed Infrastructure and Safety, Security and Conservation of Natural Resources in the said Project.
- F. The Association shall have exclusive rights to appoint any Maintenance Agency and or Maintenance Staff of its choice and enter into Maintenance Agreements and Service Contracts with any third party agency or vendors. The Association shall be fully and solely responsible for the performance of all maintenance contracts and service agreements, administration and supervision of appointed staff and agencies and compliances of attached obligations with respect to execution of such contracts.
- G. The Association shall be responsible for timely maintenance and upkeep of common infrastructure and facilities and shall be the only legitimate entity to authorize bills, collection of maintenance charges, energy charges, water charges, Insurance charges and or other charges for any value added services, expenditure and disbursements related to maintenance and upkeep of the Project.
- H. From the effective date, the Association shall be responsible for timely payment of any government dues/charges/taxes/demands with respect to consumption of property / water / energy, ground rent, maintenance services and or any other value added services as applicable. The Association shall also be responsible for timely renewal of all

Signature Limited  
(Authorised Signatory)

For Anand School Resident Welfare Association

President

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For Anand School Resident Welfare Association  
President



AMCs- Annual Maintenance Contracts, Insurances and Licenses that may be required in the course of administration and management of maintenance services.

- I. The Association shall be responsible for Safety and Security of Common Infrastructure and Common Assets and its Users and determining the Standard Operating Procedures with respect to Usage of Common Infrastructure, Assets and Facilities that may be existing/provided in the Project area.
- J. The Association shall be entitled to generate revenue for providing the maintenance and any value added services within the precincts of the prevailing laws and through the legitimate means and consent of its members and owners of the properties in the Project.
- K. The Association will attempt to recover past maintenance dues of APIL/SFML/PROFAC and amounts so recoverable shall be reflected separately as 'outstanding dues' in the subsequent invoices that may be generated by the Association from hereon.
- L. In order to ensure recovery of outstanding dues, the Association shall recognize the arrears and outstanding maintenance dues as charge on the property and shall not issue any 'No Dues Certificate' to those occupants who have not paid their past maintenance dues. Association shall not issue any clearances or no objection certificates with respect to outstanding maintenance dues and any charges for the period prior to Effective Date without prior written approval or directions of APIL/SFML. However, any claims of the maintenance agency in regard to outstanding maintenance charges/arrears/dues/interest etc shall qualify for verification by respective owners of the properties.
- M. It is clearly understood that all claims / demands / dues / tax / penalties or any other liabilities of any kind from any individual / entity / organization / competent authority / government body / agency etc. after the 'effective date' would be on the Association's account. All the claims / dues / tax / penalties or any other liabilities of any kind from any individual / entity / organization / competent authority / government body / agency etc. that may accrue for the period prior to the effective date shall be suitably dealt with and or borne will by APIL and or its maintenance Agencies like SFML/SEML/PROFAC, as the case may be.
- N. Interest free security deposits that may have been collected by the maintenance agencies from the individual allottees of the farm land on account of maintenance charges will be transferred or credited to the account of the Association after adjustment of outstanding maintenance dues of the respective farm owners and the balances, if any, shall be carried forward and credited to the association. The Association shall be free to deal with such balances in the manner as it may deem fit. Such amounts shall be accounted for separately with a view to transparently adjust any defaults of respective farm land owner towards payment of maintenance charges. After due adjustment of defaults, the balances may be refunded to the owner of the property or credited to the Association on mutual consent of the respective owners.
- O. In case of any resale of property, it shall be mandatory for the Association to ensure and seek no-dues certificate from APIL/SFML with respect to clearance of outstanding maintenance dues prior to effecting any change of title in the records of the Association and or extending any maintenance services to any property owner after resale of any property.


For Ansal Properties & Infrastructure Limited

  
(Authorised Signatory)

For Ansal Retreat Resident Welfare Association

  
President

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Ansal Properties & Infrastructure Limited

For Ansal Retreat Resident Welfare Association




- P. On & from the effective date, APIL and its erstwhile nominated maintenance agencies shall be freed from all statutory and contractual obligations with respect to any obligation or liabilities- any statutory, financial or legal responsibility that may be contingent with respect to administration and management of maintenance of the Project.
- Q. With regard to any legal proceedings that may be pending with any statutory bodies or with any other entity or adjoining owner or occupier on or before the period prior to the effective date, APIL unconditionally undertakes and assures that the Association and its members, who are otherwise not a party to any ongoing proceedings/disputes, shall remain fully indemnified and harmless of any legal cases, liabilities of any nature whatsoever in respect of the period prior to effective date. APIL undertakes to look after, defend, contest the said cases, if any, at its own costs and expenses and shall not make any demand from the Association and keep the Association indemnified without prejudice to the rights of Association.
- R. That from the effective date APIL shall not be responsible for any acts or actions with respect to or associated with maintenance of the Project. The Association pledges to keep APIL indemnified and protect and hold APIL harmless against any obligations and claims with respect to maintenance, events, disputes, actions (civil or criminal), demands, penalty, dues, compensations and or non-compliances on or after the effective date. APIL undertakes to keep the Association indemnified for any events prior to the effective date and hold at all times harmless and protect the Association against any actions (civil or criminal), demands, penalty or any other liabilities which arise out of, or result from any omission / commission on the part of APIL prior to the effective date & thereafter the Association shall be liable & responsible for all acts and deeds on their own behalf.
- S. Nothing contained herein and above is to be read and understood in contravening of the earlier provisions and or allocations of APIL stipulated in respective Sale Agreements / Allotment letters / deed of apartments/ conveyance deed/ earlier Agreements with respective clients / farm owners / users of the properties and all legitimate rights of individuals and owners of the properties whatsoever shall be respected and honored by the Association in good faith for all times in posterity.
- T. Nothing contained herein and above is to be read and understood in contravening of any statutory obligations of any individual or joint property owners that may as a result of any governments demand or charge or tax including property tax or any other charges or penalties raised by the government in future. No individual or entity or property owner or members of the Association or the Association itself shall be entitled to raise any claim or compensations from APIL and or its nominated agencies with respect to any government charge/demands/taxes/penalties/ levies that may be in future with respect to ownership and maintenance of the Property/Project.
- U. On and after the Effective Date, APIL shall not be expected to interfere in any matters related to the maintenance of the said Project and APIL shall not be held responsible for any consequence of any day to day affairs of the Association or in any decisions of the Association in future.

Signature of Representative of APIL

  
(Authorised Signatory)

Per Ansal Retreat Resident Welfare Association

  
President

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Auth. Signatory

Per Ansal Retreat Resident Welfare Association

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above, original in two copies and one original each is kept by either party.

SIGNED AND DELIVERED by the  
Within named Party of the FIRST PART

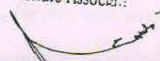
M/S ANSAL PROPERTIES & INFRASTRUCTURE LTD.

SIGNED AND DELIVERED by the  
Within named Party of the SECOND PART

  
(Authorised Signatory)

Office bearers of the 'ANSAL RETREAT RESIDENT WELFARE ASSOCIATION'

For Ansal Retreat Resident Welfare Association:

  
President

For Ansal Retreat Resident Welfare Association

  
Auth. Signatory



Annexure - A

**ANSAL API**

Building lifestyles since 1967

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD ON 12<sup>TH</sup> AUGUST, 2014 AT 1201, ANSAL BHAWAN, 16, KASTURBA GANDHI MARG, NEW DELHI-110001**

**"RESOLVED THAT** in modification to the Resolution dated the 4<sup>th</sup> August, 2011 approval of the Committee be is hereby accorded to authorize and empower, the following executives / officers of the Company, any two jointly, to do the following acts, deeds and things for signing and executing maintenance agreement, handing over of buildings to welfare associations and execution of conveyance deeds in respect of various building(s)/flat(s)/Plot(s)/unit(s)/any other property(ies) situated at Delhi, owned by the Company, in the manner hereunder mentioned:

- (i) Shri Naresh Sharma - Dy. General Manager (Liaison)
- (ii) Shri Gurcharan Arora - Sr. General Manager
- (iii) Shri T. Rajan - Addl. General Manager (S&M)
- (iv) Shri Rahul Singhal - Sr. Manager (A/c)

1. to appear and represent before the concerned authority/ies, / Government Authority/ies, / Department/s with regard to various properties, owned by the Company, for the conversion of the same from leasehold to freehold, if required, and in this regard to sign & submit / file the application/s Affidavit/s, Undertaking/s, Indemnity Bond/s and / or any other paper(s)/ Document(s), etc. as may be required by the authority/ies / department/s for the aforesaid purpose.
2. to represent, discuss, negotiate and finalize terms and conditions of Agreements/ documents / paper(s) etc. with Residents/ Occupant Welfare Association (s) in respect of handing - over of the maintenance services to said associations for the building (s) developed at the Projects of the Company and in this respect, to sign and execute on behalf of the Company agreements/ deeds, letters and any other documents etc.
3. to apply for conveyance deed, to deposit the charges, to sign on the conveyance deed of the said properties, for and on behalf of the Company, and, present the same before the office of the concerned Sub-Registrar for registration, to admit the execution thereof and to receive the said deed under their own signature, when it has been registered.
4. to do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

**RESOLVED FURTHER THAT** all acts, things or deeds, done or cause to be done by aforesaid authorized persons for the above matters, before conferring this authorization, be and are hereby ratified and confirmed, as being done or cause to be done for and on behalf of the Company.

**RESOLVED FURTHER THAT** all such acts, deeds, matters and things, done or to be done by aforesaid authorized persons in connection with and to safeguard the interest of the Company, shall be binding on the Company and deemed to have been done by the Company itself.

**Ansal Properties & Infrastructure Ltd.**

( An ISO 14001 : 2004 & OHSAS 18001 : 2007 )

115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi - 110 001

Tel. : 23353550, 86302268 / 60 / 70 / 72, Fax : 011 - 23322009

Website : www.ansalapi.com

CIN- L45101DL1967PLC004759

Ansal Properties & Infrastructure Limited

(Authorised Signatory)

For Ansal Retreat Resident Welfare Association

President

**RESOLVED FURTHER THAT** a Power of Attorney be executed, if required, in favor of aforesaid authorized persons under the signatures of any one of Shri Sushil Ansal, Chairman, Shri Pranav Ansal, Vice Chairman & Managing Director, Shri Anil Kumar, Joint Managing Director & CEO and Shri Amitav Ganguly, President (Corp. Affairs) & Group Company Secretary of the Company for the aforesaid purpose, and they are hereby also authorized to take all other actions / steps, as may be required to give effect to the said Power of Attorney.

**RESOLVED FURTHER THAT** upon exercising the aforesaid authority, the concerned officer of the Company shall intimate to the Company Secretarial Department within 15 days of such exercise of authority/ies.

**RESOLVED FURTHER THAT** above authorization in favor of aforesaid authorized person shall remain in force till the date he/ they holds position in the employment of the Company or any other resolution is passed by the Directors, modifying and/or revoking this authorization, whichever is earlier.

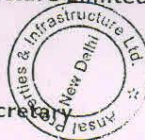
**RESOLVED FURTHER THAT** a certified true copy of this resolution be forwarded wherever required under the signatures of any Director or Company Secretary of the Company."

-----  
Certified true copy

For Ansal Properties & Infrastructure Limited


  
(Abdul Sami)

AGM & Asst. Company Secretary



  
(Authorised Signatory)

For Ansal Retreat Resident Welfare Association

  
President

For Ansal Retreat Resident Welfare Association

  
Auth. Signatory

**Ansal Properties & Infrastructure Ltd.**

( An ISO 14001 : 2004 & OHSAS 18001 : 2007 )

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Website : [www.ansalapi.com](http://www.ansalapi.com)

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