

**SUGGESTIVE DRAFT CONSORTIUM DEVELOPMENT
AGREEMENT IN RESPECT OF SECTOR NUMBER----- ZONE-----,
DELHI
UNDER LAND POLICY - 2018**

(This Model CONSORTIUM AGREEMENT is a suggestive draft only and is intended for general guidance for the participants in the land pooling scheme. The participants of land pooling in a sector may prepare their own valid and legally enforceable consortium agreement within the overall ambit of the Land Policy, Land Pooling Regulations -2018 and in accordance with law. A disclaimer has accordingly been added to this Draft Consortium Agreement)

This Agreement is made and entered into as on _____ (Date) by----- and by----- and between the parties more particularly mentioned in **Schedule- A** herein (which expression, unless repugnant to the context or meaning thereof, shall mean and include their respective heir/s, executor/s, administrator/s, nominee/s, authorized representative/s, assign/s, etc.)

Recitals

WHEREAS the Parties are the owners of property more particularly mentioned herein. Details of the land owned by each participating party along with its khasra details are mentioned herein as **Schedule- B**.

AND WHEREAS Delhi Development Authority was set up by the Central Government under the Delhi Development Act, 1957 empowering it to undertake the planned development of Delhi.

AND WHEREAS Delhi Development Authority, hereinafter for the sake of brevity and convenience, called to and referred as the '**DDA**' is the authority designated to facilitate and effectuate the entire process of planning and development under the DDA Land Policy in Delhi as incorporated in the MPD 2021

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by notification S.O 5220 (E) dated 11.10.2018 and Regulations notified vide S.O. 5384 (E) dated 24.10.2018 as mutatis and mutandis of notifications.

AND WHEREAS DDA, vide Notification No _____ dated _____ and issued by L & B Department, GNCT of Delhi, has notified 95 urban villages as Development Area empowering DDA to undertake the planned development of the area.

AND WHEREAS DDA has prepared Sector delineation Plan for Planning Zone _____ which was approved by the Screening Committee vide agenda Item _____ dated _____.

AND WHEREAS DDA had invited expression of willingness for participation under DDA Land Policy on DDA Web Portal launched on 05.02.2019. The said portal was open to all the land holders falling in the areas available for development as per clause 3(II) of the Regulations for registering on the Web Portal.

AND WHEREAS the parties herein were desirous of participating in the DDA Land Policy. As such all the parties herein have registered on the DDA web portal and conveyed their willingness to pool their lands together for participating in the DDA Land Policy.

AND WHEREAS DDA vide _____ has informed that the pooled land measuring _____ Ha described in the **Schedule C1** and the ownership of the same duly verified by the Revenue Authorities, Govt. of NCT of Delhi, (**Schedule C2**) hence, the sector _____, Zone _____ is considered eligible for undertaking development of the pooled lands under the DDA Land Policy.

AND WHEREAS DDA vide Notice No. _____ dated _____ informed the constituent land owners that pooled land measuring _____ falling in sector _____, Zone _____ described in the Schedule-C hereunder has _____% contiguous/non-contiguous land. The same has been verified by the Revenue Department, GNCTD and is eligible as per Clause 4 and 6 (VII) of the Regulations to accordingly come together and form the **Consortium** towards unified planning, servicing and subdivision/share of land or any other defined action as per prescribed norms and guidelines of Land Policy and its Regulations.

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AND WHEREAS Under Regulations, one of the conditions for the grant of Provisional Development License is that the constituent land owners shall enter into a **contract agreement** to jointly undertake the planning and development of pooled land as per provisions of the Land Policy and the Regulations 2018.

AND WHEREAS discussions and negotiations took place by and between the Parties and the Parties herein principally agreed to come together to take benefit of the DDA Land Policy by pooling their lands and adhering to the conditions of the Land Policy/Regulations. In order to complete the process of participation, all parties principally agree to form a Consortium and become a member of the said entity herein execute a contract agreement. All parties are prepared to place their share in the properties mentioned at **Schedule B to form the** Consortium and follow the procedure mentioned herein in-order to participate in the DDA Land Policy

AND WHEREAS the terms and conditions, charges, area and location in respect of the surrendered share of minimum 40% of land to DDA/SPA's and reconstitution of the retained maximum 60% land are yet to be finalized and certain other compliances are also required to be done, It is specifically agreed by and between the Parties that the Broad Implementation Plan in the present Agreement shall not be construed or termed as final agreement by and between the Parties.

After receipt of Final Entitlement Certificate (FEC) from DDA indicating the area and location in respect of the surrender of DDA/SPA share of minimum 40% land, and after mutual consensus on the terms and conditions/distribution of land/built space or any other form of fair exchange for the reconstitution of the retained maximum 60% land, then all the parties shall reduce, change and alter their rights in the original plot of land with the new reconstituted plot of land in the Final Implementation Plan and execute an addendum to this contract indicating the same.

AND WHEREAS all parties agree that based on the Provisional Development License (PDL) issued/ layout Plan approved by DDA on maximum 60% reconstituted retained land, the final Implementation Plan shall reflect final

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reconstituted plot/Built-up space/any other form of exchange and all the terms and conditions as per approved Layout Plan, share of External Development Charges (EDC) that will be paid by respective Developer Entity's (DE's) and share of funds and execution strategy for internal development work amongst the DE's.

WHEREAS in the light of their activities, abilities and objectives, as described above, the Parties wish to jointly pool their land, financial and other resources in order to jointly develop their land as per the Land Policy/Land Pooling Regulation 2018.

ARTICLE 1: CONTRACTUAL DEFINITIONS

The following terms shall have the meanings set out below otherwise as stated in Regulations: -

“Act” means the Delhi Development Act 1957 as amended from time to time.

“Authority or DDA” means the Delhi Development Authority constituted under section 3 of the DD Act 1957

“Consortium” means a duly registered association having rights, duties & obligations in accordance with law, consisting of multiple landowners/ Developer Entities who have come together to pool land for unified planning, servicing and subdivision/share of the land or any other defined action for development of sectors under the Land Policy as per prescribed norms and guidelines.

“Developer Entity (DE)” means:

- a. An individual land owner who has pooled one or more parcels of land in the sector, adding up to a minimum of 2 hectares.
- b. A group of land owners who have collectively pooled one or more land parcels adding up to a minimum of 2 hectares and who have voluntarily grouped together, through a valid legally enforceable agreement for taking up development.

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- c. An entity (developer/business/corporate entity) which represents a group of landowners who have pooled one or more land parcels adding up to a minimum of 2 hectares, through a legally binding agreement.

“Development Agreement” means a valid and legally enforceable agreement between DDA and Consortium to jointly undertake the planning and development of the land pooled as per provisions in the Land Policy and these Regulations.

“Developable Area” means the areas available for development as per Clause 3 (III) of the Land Pooling Regulations 2018

“Development Area” means the area notified under Section 12 of the DD Act, 1957 for the purpose of the said Act.

“Encumbrance” means any legal or physical impediment that can adversely impact the transferability of the property and restrict its free use until the encumbrance is removed.

“Entitlement Certificate” means the certificate issued pursuant to Clause 7 of the Land Pooling Regulations, 2018.

“External Development Charges (EDC)” means the charges to be paid by DE’s/Consortium towards the cost of constructing, laying and installing the public infrastructure and services, including inter-alia roads, water supply, sewerage and drainage systems, electricity supply, development of greens areas falling under minimum 40% land etc.

“Final Development License” means the license issued pursuant to Clause 8 of the Land Pooling Regulations, 2018.

“Implementation Plan” means the plans submitted by the Consortium including the details of re-distribution of developed land /built space amongst the land owners or any other form of fair exchange as decided thorough a valid contract agreement in accordance with law. The plan shall also include the details of those land owners/group of land owners who wish to undertake development separately as a Developer Entities (DEs), share of EDC that will be paid by respective DEs

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and strategy for watch and ward of 40% land to be surrendered to DDA / service providing agencies (SPA).

“Land Policy” means the Land Policy as set out in Chapter 19 of the Master Plan 2021 as applicable from time to time.

“Land” shall have the same meaning as in the Transfer of Property Act, 1882.

“Land Pooling” means the legal consolidations of land parcels for utilizations of such land parcels as per Land Policy 2018 and the Land Policy Regulation -2018.

“Master Plan” means the Master Plan of Delhi prepared and approved under the Delhi Development Act 1957 for the time being in force.

“Provisional Development License” means the license issued in pursuant to Clause 7 of the Land Policy Regulations, 2018.

“Sector” means a delineated area in the Zonal Development Plan (ZDP) bound by existing or proposed roads or physical features such as high tensions lines, railway lines, drains etc. as per approved in sector delineation plan.

“Service Providing Agency (SPA)” means respective agency responsible for providing services such as water supply, sewerage disposal, solid waste, electricity supply, construction of roads, communication and other distributive services, which will develop trunk infrastructure in the land pooling areas.

“Tradable FAR” means FAR which remains unutilized due to various conditions as specified in Clause 5 (IV) of Land Pooling Regulations 2018 and which can be traded or used elsewhere as per the Policy.

OTHER DEFINITIONS :

The other definition for important terms and functions may also be included which are legally valid for formation and functioning of the Consortium.

Few such terms are illustrated as under:

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Annual Accounts, Coordinator, Association, Consortium body, access to information, Party/ Defaulting Party, Common areas , Development, Contribution of parties, Consortium Budget , Effective Date, Death of a party / Replacement of party, Financial year, Force Majeure, Layout Plan, Management Committee, Project, Project Management Committee, Quorum , Internal Development Charges (IDC) , Third Party etc. as used in standard agreements between the Parties.

ARTICLE-2: OBJECTIVES OF THE CONSORTIUM

AND WHEREAS the **Consortium** being formed by all the parties herein has following objectives, amongst others:-

- a) Pool the land parcels owned by the parties to make a contiguous area of ___ Hectares in order to undertake a planned development of the land and take benefit under the DDA Land Policy.
- b) To agree to surrender some or all part of their share in the land to DDA/SPA towards the execution of the DDA Land Policy
- c) All Parties jointly accept the responsibility to make, prepare, execute the Layout & Final Implementation Plan, all the documentation/ reports/ applications for various approvals/ sanctions under the Land Pooling process/appoint consultants/phasing of development for the purpose of and required for participation in the DDA Land Policy. The expense for preparing all documents shall be borne by the Parties for which a separate account shall be maintained. A Separate Escrow Account will also be maintained jointly by DDA and Consortium for EDC payable.
- d) To agree for joint measurement of pooled land, preparation of layout of reconstituted land and demarcation of land as per the said layout.
- e) Reconstitute the original holding (in 60% land retained by Consortium) along with other parties to this Agreement
- f) Accept a reconstituted plot of land with smaller size or built up space in proportion to the original land pooled and at a different location but with

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added value, after the surrender of DDA/SPA Share. The reconstituted plots/built-up space shall be as per the procedure devised and mutually agreed by due consultations with the member DE's/Landowners.

- g) **Register the Consortium** as an Association of land owners and Developer Entities (DE's) who have pooled the land in the sector under the Land Policy.

(Note: Regarding Consortium formation and Consortium agreement: - Taking into consideration the land policy and the intent and working of the scheme, consortium would be a non-legal entity and it could be registered as an association of persons and the agreement may be registered under section 17(2)(v) of the Registration Act, 1908. A consortium would not be incorporated as a Company.)

- h) To mutually agree to appoint a Developer/Collaborator for the purpose of carrying out the development of infrastructure within the sector as per the approved layout of the retained maximum 60% land;
- i) After surrender of DDA/SPA Share, agree to jointly execute the layout and internal infrastructure development with other parties to this Agreement; securing the interest of all participants, stakeholders, investors/buyer in terms of the relevant provisions of law, Land Policy, Regulations for operationalisation of Land policy and the Master Plan Delhi.
- j) To do all such acts which are necessary for successful participation under the Land Policy;
- k) Exploit potential of the retained maximum 60% land in order to carry out development with added benefits received after the surrender of DDA/SPA Share;
- l) The DE/Consortium shall abide by the MPD, Development Control Norms as per Policy and its regulations, building bye-laws/ RERA-2016 for development of the retained maximum 60% of the land,

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m) To jointly hold the common areas of internal roads and open spaces, areas to be utilised for amenities etc. till the time a General Society is incorporated/ handover to local body; civic agencies/service providing agencies;

n) **ROLE/FUNCTIONS OF THE CONSORTIUM**

- i. A Consortium of constituent landowners will be created for unified planning, servicing and sub-division/ share of the land or any other defined action for development of sectors under the Land Policy as per prescribed norms and guidelines.
- ii. Development and finalization of the Implementation Plan with the approval of all constituent landowners as per clause will be the responsibility of the Consortium.
- iii. Preparation of layout plans and detailed site plans for the remaining 60% land as per the provisions of the ZDP and prevailing Master Plan, through a consultative process involving all DE's/ landowners will be the responsibility of the Consortium.
- iv. Undertaking watch and ward of the land to be surrendered (free of encumbrances) as and when required to DDA/ service providing agencies will be the responsibility of the Consortium.
- v. Timely payment of External Development Charges (EDC) to DDA and service providing agencies towards the cost of developing public infrastructure and services, through the Single Window System and as per timelines specified in the Regulations. EDC shall be payable on the total pooled land.
- vi. Seeking necessary approvals, inter-alia, of layout plans and detailed site plans, through the Single Window System established by DDA.
- vii. Time bound development of all internal roads and other related infrastructure such as water supply lines, power supply, rain water harvesting, sewage treatment plants, water treatment plants, and parking including provision of multi-level parking facilities wherever

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required, falling in its share of the land, as per Policy and Regulations.

- viii. Time bound development and maintenance of the entire development as per approved layout plan, including all the neighborhood level facilities i.e. open spaces, roads and services, till the area is handed over to the concerned Urban Local Body (ULB) for maintenance. The deficiency charges, if any, shall be borne by the DE's/Consortium at the time of handing over of the services to the ULB.
- ix. Time bound transfer of the share of built-up space/land to constituent landowners/DE's as mutually agreed in the Implementation Plan.
- x. Ensure development of the prescribed built up space/dwelling units for EWS Housing component as per Clause 19.4(vi) of Land Policy 2018.
- xi. Sell 50% of the EWS housing stock to DDA at a base cost prescribed by the latest CPWD index (plus cost of EWS parking) or actual cost whichever is less, at the time of actual handing over. The DE's/Consortium will develop such 50% housing stock as a separate block and provide all necessary parking, commercial and PSP facilities for this separate housing pocket and subject to amendment.
- xii. Dispose the remaining 50% of EWS housing stock only to the residents within the new development, at market rates, to house community service personnel working for the residents/owners. These will be developed by the DE(s)/Consortium at the respective Group Housing site/premises or contiguous site. The DE(s)/Consortium shall be allowed to undertake actual transfer/transaction of this 50% stock to the prospective buyers only after fulfilling the requirements mentioned in Clause 19.3(xi) of Land Policy-2018
- xiii. Bearing the cost of acquisition of land acquired by DDA as per law for the public purpose of ensuring the planned development of infrastructure in the Zones and Sectors where the Land Policy is applicable.
- xiv. Any other functions in consonance with the Land Policy and Land

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ARTICLE 3: CONTRIBUTION OF THE PARTIES

3.1. THE DETAILS OF THE CONSORTIUM ARE AS UNDER:

1	Zone	
2	Sector Number	
3	Name of Consortium	
4	Consortium: entity type Registration Number	
5	Cumulative Pooled Land (in ha.)	

3.2. THE DETAILS OF LAND PARCELS POOLED

The details of the Land parcels pooled by the constituent land holders/Developer Entity (DE) and their corresponding shares as per the notified policy are as follows:

			Land Details				
S.No.	Developer Entity (DE)	Constituent Land Parcels Unique Application Number (UAN*)	Land Details				
			Name of Land Owner(s)	Village	Rectangle No.	Khasra No.	Area (Ha.)/ (sqm.)
1	DE1	a. b. c.n	a. b. c.n				
2	DE2	a. b. c.n	a. b. c.n				
3	DE3	a. b.	a. b.				

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		c.n	c.n				
n						

*As generated at the time of Registration through Land Pooling Portal

Note: Regarding formation of type of Developer Entity (DE) permissible under RERA:

As per provision of Section 3 of RERA 2016, it is mandatory that the promoter shall be registered himself in RERA. The section 2(zg) of RERA has defined the type of entities permissible under RERA 2016.

The definition of the word “person” is wide enough to include every possible entity as well as individuals and associations of persons which in turn can be treated as “Promoter” for the purpose of RERA.

A Developer Entity (DE) can be any entity/person who can be registered as a promoter under the RERA Act 2016 (see section 2(zk) read with 2(zg) of the RERA 2016

3.3. CONTRIBUTIONS BY THE PARTIES OF THE CONSORTIUM

- a. EDC charges as decided and intimated by DDA to be paid by each DE/Land Owner and other contribution decided by the Management Committee, authorized body of the Consortium for the various activities of the Consortium as per the terms and conditions of the Consortium Agreement.

Give contribution details in respect of each land owner/developer entity with respect to Internal Development Charges.

- b. Contributions for Administrative expenses for operating the Consortium activities as decided by the Management Committee/ authorized body of the Consortium from each landowner/ DE as per their share in the Pooled Land as per the terms and Conditions of the Consortium.

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- c. That the members of the Consortium/DEs also agree to pay to DDA their proportional share towards the cost of acquisition of any land by DDA and/or Government which has not been offered under land policy and is required for effectuating the policy in any sector, in accordance with law.

Note 1: *As per the notified Land Policy, Developer Entity (DE) can be-*

- a. *An individual land owner who has pooled one or more parcels of land in the sector, adding up to a minimum of 2 hectares;*
- b. *A group of land owners who have collectively pooled one or more land parcels adding up to a minimum of 2 hectares who have voluntarily grouped together, through a valid and legally enforceable agreement for taking up development;*
- c. *An entity (developer/ business/ corporate entity) representing a group of landowners who have pooled one or more land parcels adding up to a minimum of 2 hectares, through a legally binding agreement.*

Note 2: *All individuals with land less than 2 ha or 5 acres are required to pool land to form a Developer Entity (DE) for smooth implementation of land pooling policy*

3.4 Contract Agreement among landowners who are members of the Developer Entity (DE) to be enclosed as per Schedule D.

(Note: Regarding the type of Contract Agreement between the consequent members of a Developer Entity (DE): *The contract agreement between the members of a developer entity could be a consortium agreement and the same can be executed between the members as a company/JV, a firm, association of persons, a cooperative society or other entity as per the terms of their consortium agreement.)*

Developer Entity (DE) can be any entity/person who can be registered as a promoter under the RERA Act 2016 {see section 2(zk) read with 2(zg) of the RERA 2016}.

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(Suggestion: The Contract Agreement between the members of a Developer Entity (DE) again could be a Consortium Agreement on similar lines of this general consortium agreement or can execute a Joint Development Agreement on the Model of Magarpatta, Maharashtra, land pooling model, if the agreement is between a Developer Company and between some landowners. Two or more companies can also form a Joint venture Company if there are two or more separate legal entity/ companies are members of a DE.) The core of the agreement has to spell out the distribution of share amongst the members entering into an agreement in terms of land parcel/ built up space or any other fair form of exchange as mutually decided/agreed and delineating the duties rights and liabilities of the parties of an agreement.)

ARTICLE 4: RECONSTITUTION OF THE LAND, REDISTRIBUTION OF SHARE OF LANDOWNER / DEVELOPER ENTITY (DE) AND IMPLEMENTATION PLAN

4.1 That the terms and conditions, charges (EDC/IDC), area and location in respect of the surrender of DDA/SPA share of land and reconstitution of the retained land are to be finalized and certain other compliances are also required to be done through a mutually agreed Broad /Provisional Implementation Plan. It is specifically agreed by and between the Parties that the Broad Implementation Plan shall not be construed or termed as final agreement by and between the Parties.

The share of land parcel/ built-up space is given as under in respect of parties of the Consortium:

Share of Land as per provisions of the Notified Land Policy							
#	Developer Entity (DE)/	Legal status of DE i.e Company/JVC/ Association/ Housing Society/ Consortium etc.	Return to DE***				Share in EDC (%) ****
			Share in Developable Land (Ha/ sqm)	Gross Residential Plot (Ha./sqm)	Commercial Plot/ Built-up space (Ha./sqm)	PSP Plot/ Built-up (Ha./ sqm)	
1	DE1						

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2	DE2						
3	DE3						
n						
	<i>Total</i>						100%

Note 1 ***

Return to DE as per Land Policy 2018 and provisions of MPD

Note 2 ****

1. The EDC calculated will be based on cost of providing city level infrastructure on entire area of pooled land and does not include contribution/charges towards internal development works.
2. The share of EDC is based on the share of land pooled by individual DE in the Sector.

4.2 After obtaining the Final Entitlement Certificate (FEC) from DDA indicating the area and location in respect of the 60% land retained by the Consortium, the Consortium shall submit an amended Implementation Plan along with duly executed agreement amongst the members in accordance with law based on mutual consensus that all the parties shall agree to reduce, change and alter their rights in the original plot of land with the new reconstituted plot.

4.3 The amended Implementation Plan shall mention all the terms and conditions, details and location of the redistributed space/ built up area or any other form of fair exchange of the reconstituted 60% land as per LOP approved by DDA.

4.4 The Implementation plan shall also include details of those landowners/group of landowners who wish to undertake development separately as Developer Entities, the details of EDC that will be paid by respective DE's, share of funds and execution strategy for internal development work amongst the DE's and strategy for watch and ward of 40% land to be surrendered to DDA/service providing agencies. This shall be given as separate **Schedule E** added to the Consortium Agreement.

4.5 The final location of the returnable plot is as per the layout plan approved by DDA.

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4.6 Consortium shall transfer the share of the land /built-up space to constituent landowners/DE's as mutually agreed in the Implementation Plan.

Notes and Suggestions:

- a. *The Implementation Plan should also spell out the contribution of funds (IDC) by each DE/ Landowner for the internal development of neighbourhood level facilities i.e roads, services and common area etc. and its rationale of calculations and schedules of deposits etc and strategies for development of internal roads and other neighbourhood level facilities infrastructure such as open spaces, roads and services etc and the maintenance strategy and management for maintaining the sector till the services are handed over to the local body responsible for maintenance.*
- b. *The Implementation Plan should also mention about the time schedule, measurement, verifications and handing over mechanism of the 40% pooled land to DDA. The strategy for watch and ward of the 40% of Land retained by DDA/SPA and Common areas are to be spelt out in detail.*
- c. *A Suggestive draft Implementation Plan is also attached with the Draft Consortium Agreement as **Schedule- E***

ARTICLE 5: LIABILITY FOR CONTRIBUTIONS

5.1 Each Party represents and warrants that the contributions described in Article 3 and 4 and relevant ancillary Agreements:

- (a) Are at its free disposal and that it is entitled to contribute them to the Consortium for the agreed use;
- (b) Are of the described area; and
- (c) Shall be used for the purpose provided or implied in the Article 2.

5.2 The contributing Party shall compensate the Consortium for all loss and damage suffered as a result of any defects in the contributions and any restrictions affecting their use contrary to the representations and warranties of that Party. It shall indemnify the Consortium against any claims by third parties if the use of the contributions interferes with their rights contrary to the representations and warranties in Article 5.1 and the relevant Ancillary Agreement.

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5.3 Each party undertakes to take part in the efficient implementation of the land pooling project of the sector and to cooperate, perform and fulfil, promptly and on time, all of its obligation under this Agreements/ and other Agreements of the Consortium as may be reasonable required according to the sound principles of finance and transparent process.

5.4 Each party shall promptly provide all information reasonably required by the Consortium body/ Committee and take reasonable measures to ensure the accuracy of any information, documents/ or materials it supplies to other parties.

ARTICLE 6: TECHNICAL AND COMMERCIAL COMMITMENTS OF THE PARTIES

6.1 The Parties agree respectively to perform the following technical or commercial commitments in relation to the activities of the Consortium:

- a) To appoint technical members / consultants including but not limited to land evaluation advisors for equity estimation, legal advisor, planner, surveyor, financial advisor, Project Management Committee/ other experts, if required.
- b) To carry out due diligence about the title of the land parcels included in the Policy.
- c) To get the joint measurements carried out for the land included in the Policy.
- d) To prepare layout on the maximum 60% land accommodating reduced share of all the participating land owners within the ambit of MPD 2021.
- e) To prepare infrastructure plans to be executed in phases through use of smart-city principles including arrangements for disposal and treatment of waste water, rain water harvesting, solid waste management, storm water drainage, water recycling etc for the retained maximum 60% land.
- f) To develop and maintain the amenity on plots/ recreational open spaces/ internal roads within the retained land.
- g) To pay DDA/SPA all necessary fees, EDC charges as may be applicable.

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- h) Consortium shall **enter into a Development Agreement with the DDA/SPA** after approval of the layout plan subsequent to which the Provisional Development Licence will be issued.
- 6.2 Performance of the technical or commercial commitments shall be additional to any in-kind contributions required to be made under Article-3 and 4.
- 6.3 That if any constituent landowner/DE exits the pool during the process of Land Pooling, then the sector will be still processed provided all eligibility conditions for the processing of such sector are fulfilled as per the eligibility conditions as mentioned in the Clause 4 of the Land Pooling Regulations 2018. Where such exit by land owners affects the eligibility condition the processing of such sector to be resumed once the eligibility conditions are fulfilled, either within the same or subsequent Application Windows.

Note: The Development Agreement between the Consortium of a sector and DDA will be prepared after response to the consortium agreement template by the participants/stakeholders, it would basically contain the obligation of Consortium for execution of its functions and role of DDA and time schedules of various steps and processing of plans/permissions etc and the grievance resolving mechanism as per the Land Pooling Regulations

ARTICLE 7: ORGANIZATION AND MANAGEMENT

The Consortium shall be governed by:

- (a) The General Body; and
- (b) The Management Committee.
- (c) The management of tasks and sub-tasks shall be organised and managed by the parties involved according to the work Organization and Management Plan of the Consortium, taking into account the technical participation and leadership/monitoring /execution responsibilities at each level.

NOTE AND SUGGESTIONS: *The Consortium shall devise and layout clearly and elaborately the governance structure of the Consortium in its agreement*

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for executing the development in the Sector as per the prescribed provisions which may inter-alia formulate, spell out and describe the following:

- i. The roles of the General Assembly / body/ Management Committee, Chairman, Executive Board, Support Teams etc.*
- ii. The general operational procedures for the consortium bodies, representation in a meeting, convening the meetings, sending the meeting agenda, adding the meeting agenda, voting rules and quorum of the meeting, minutes of the meeting, decisions taking process and decision matters between General Body/ Management Committee/Executive Board. Appointment and role of Convenor/Coordinator, appointment of any external advisory expert etc.*
- iii. Financial Procedures and Accounting Procedures and creation and utilization of funds etc for the development (common areas/ development undertaken by Consortium) and maintenance of the sector till it is handed over to the ULB and for the payment of deficiency charges etc.*
- iv. Budgeting and payment process so that the consortium functioning is transparent and accountable.*

ARTICLE 8: GENERAL BODY

8.1 The General Body is the principal authority of the Consortium.

8.2 All the parties to the Consortium shall constitute the General Body

8.3 The General Body has non-transferable authority to take the following decisions:

- 8.3.1 Defining the strategy and common goals;
- 8.3.2 Appointment and removal of the Management Committee and the Auditors;
- 8.3.3 Appointment and removal of adhoc Committees;
- 8.3.4 Approval of the yearly accounts;
- 8.3.5 New alliances; and
- 8.3.6 Termination of the Consortium.

8.4 The General Body meeting may be called by any Party by addressing

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prior notice to all other Parties at least 15 working days before the meeting. The notice shall include the Agenda of the meeting, specifying the items to be decided at the meeting. Each Party may add further items by notifying the other Parties.

- 8.5 The General Body meeting may be held if minimum 2/3rd of the parties of the Consortium attend or are represented.
- 8.6 Each party shall have one vote and all decisions shall be taken by the majority voting.
- 8.7 Each Party may be represented by another Party or by a third party, provided a proxy is submitted in writing (which may include electronic mail).
- 8.8 Minutes of the General Body meeting shall be recorded. The Minutes must reflect all decisions taken. These Minutes shall be sent to each Party within a period of two weeks after the meeting.

ARTICLE 9: MANAGEMENT COMMITTEE

- 9.1 The management of the Consortium is entrusted to a Management Committee, comprising representatives appointed by the Parties to the Consortium. The members of the Management Committee are appointed by the General Body for a period of one year. Their terms are renewable.
- 9.2 The Management Committee is responsible for all activities necessary for the operation of the Consortium, provided that these activities are not reserved to the General Body meeting as per Article 8.3 or are not otherwise delegated pursuant to this Agreement, in particular by virtue of a technical or commercial commitment of a particular Party pursuant to Article 6. Activities necessary for the operation of the Consortium include:
 - (a) Representation of the Consortium (e.g. in relations with Planning and Revenue Authorities, Real Estate Developers);
 - (b) Billings and collection of payments;

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- (c) Accounting;
- (d) Market studies and communication;
- (e) Planning and coordination;
- (f) Internal management of the Consortium (*Complete the list of activities as required*)

9.3 The General Body may, at any time, remove one or all persons entrusted with the management of the Consortium.

9.4 The General Body shall decide the remuneration (if any) of the persons entrusted with the management of the Consortium.

9.5 The Management Committee shall meet as often as required to conduct the affairs of the Consortium, or at the request of one of the Parties or one of its members.

9.6 The Management Committee may take decisions if all members attend or are represented or minimum 2/3rd of the members attend or are represented.

9.7 Decisions of the Management Committee shall be taken by majority of the votes of members who are present.

9.8 The Chairperson of the Management Committee shall be appointed by the members of the Management Committee. The Chairperson shall have a casting vote.

9.9 Minutes shall be taken of the meetings of the Management Committee. They must record the decisions taken.

ARTICLE 10: ACCOUNTS

10.1 The Consortium shall keep accounts in compliance with the laws and regulations applicable at its principal place of business. The books of account and records shall be preserved at this place in a manner accessible to the Parties.

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10.2 The accounting period shall start from 1st April and shall end on 31st March of each year (the 'Financial Year').

10.3 The Consortium shall prepare the Annual Accounts, including the balance sheet of the Consortium on or before 30th September of every year and the profit and loss statement for the Financial Year.

ARTICLE 11: AUDITORS

11.1 The Consortium's Auditors shall be independent of the Parties and the members of the Management Committee.

11.2 The Auditors shall be appointed by the members of the Parties for one Financial Year with the possibility of renewal from year to year.

11.3. The Auditors shall verify the accuracy of the Annual Accounts and prepare a report for submission to the Meeting of the Parties.

ARTICLE 12: LIABILITY

12.1 Unless otherwise provided in the law governing the Consortium, the Parties shall be liable jointly and severally towards any third parties for any debt, commitment or other liability of the Consortium.

12.2 As between the Parties, each Party shall bear the Consortium's liabilities equally to its Share in the contributed assets as per Article 3 and 4, unless otherwise provided in this Agreement.

12.3 Each Party shall be solely liable for any taxation payable in respect of its share of any profits of the Consortium.

12.4 **Post Contract Liabilities:** For any loss or damage on account of any breach of this Agreement or the Development Agreement with DDA/SPA for planning and development of pooled land in Sector --- Zone ----, or any shortfall in the execution of the Project, meeting the guaranteed performance/ parameters as per technical specifications/ documents relating to the approval of plans, building sanctioned and Final Development License for planning and development of pooled land in sector ---, zone ---

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the Parties undertake to promptly make good such loss or damage on DDA's demand without any demur as per the Land Policy and Regulations. DDA shall have the right to proceed against any one of the Parties herein in this regard.

ARTICLE 13: BREACH OF OBLIGATIONS

- 13.1 A Party having failed to perform properly its obligations under this Agreement may be notified by the Management Committee of this failure and be invited to remedy it within a period of 30 days or as may be fixed by the Management Committee. Any representative of the defaulting Party on the Management Committee shall not be counted as a member for this purpose.
- 13.2 In all cases, the Party having failed to perform properly its obligations under this Agreement shall be liable to the other Parties for the damage resulting from its failure.
- 13.3 In case any Party or a group of parties decides to withdraw from the Consortium before the successful achievement of the object of the Consortium or fails to perform its obligations under the agreement, then such Party or a group of Parties shall pay Rs._____to each party towards pre-estimated damages to the remaining parties.
- 13.4 Each party shall be solely responsible for any loss, damage or injury to third party resulting from the said party's performance of its own obligation under this consortium Agreement.
- 13.5 Each party shall be liable and shall indemnify and hold harmless the other parties against any claim raised by any third party for loss/injury/harm or expenses to the extent that such loss/injury/harm/expenses are attributable to any breach of obligation by this part or its employees.

ARTICLE 14: ACCESS TO INFORMATION

- 14.1 Each Party has the right to be informed about the activities of the Consortium
- 14.2 Specifically, each Party has a right of access to the minutes of the

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Meeting of the General Body and of the Management Committee and may request a copy thereof.

- 14.3 A Party may also require access to accounts and records of the Consortium, including the legal documents creating rights and obligations of the Consortium. The Management Committee may regulate this access so as to avoid disturbances to the orderly conduct of the Consortium's business.

ARTICLE 15: REPLACEMENT OF A PARTY

- 15.1 If a Party intends to transfer its 'contributed asset' to any third party, then it should be legally transferred to third party and such Party may inform the other Parties by written notice at least three months before the end of a Financial Year of its intention of being replaced by a third party and the transferee becomes member.
- 15.2 This replacement is subject to the approval of majority of other Parties. It may be made subject to conditions or guarantees by the replaced Party.
- 15.3 Should the replacement be approved, it shall be effective at the commencement of the following Financial Year. The replacing Party shall not be treated as a new Party but in all respects be treated as if it had been a Party in place of the replaced Party. Subject to any continuing obligations or guarantees which may be provided in the terms of the replacement, the replaced Party shall cease to be a Party on the effective date. It shall have no claim whatsoever against the other Parties.

ARTICLE 16: DEATH OF A PARTY

- 16.1 In the event of the death of a Party, the other Parties shall include the legal heirs in the Consortium and those legal heirs shall unconditionally agree in writing to all terms of the present Consortium Agreement.
- 16.2 The entering heirs shall indemnify and hold harmless the Consortium against any claims by any person deriving rights from the deceased Party.

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ARTICLE 17: CHANGE IN CONTROL OF A PARTY TO THE CONSORTIUM

A Party that is a legal entity must inform the other Parties and the Management Committee immediately of any important change in its control or ownership.

ARTICLE 18: TERMINATION OF THE CONSORTIUM

18.1 That the Consortium shall continue to function and undertake development in time bound manner as per the Policy and Regulations, Master Plan and approved layout plan and maintain all the neighbourhood level facilities i.e open spaces, roads and services etc till the area is handed over to the Urban Local Body (ULB) responsible for the maintenance of the Sector. The Consortium also to ensure time bound transfer of the built-up space /land to constituent landowners/DE's as mutually agreed in the Implementation Plan.

18.2 The Consortium is terminated:

- (a) When its Objectives are achieved; or when the Consortium is converted into other legal entity/entities (CHS, Company etc.) and unconditionally agree for fulfilling all terms of Consortium
- (b) When the achievement of its Object becomes impossible;

ARTICLE 19: HARDSHIP (If this article is intended for amendment of Consortium then NOT acceptable)

19.1 If events occur which have not been contemplated by the Parties and which fundamentally alter the equilibrium of the present Agreement, thereby placing an excessive burden on one of the Parties in the performance of its contractual obligations, that Party shall be entitled to request revision of this Agreement.

19.2 The request for revision shall be addressed to the other Parties and the Management Committee. It shall indicate the grounds on which it is based.

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- 19.3 In response to such a request, the Parties shall consult with a view to revise the Agreement on an equitable basis, so that no Party suffers excessive prejudice or burden.
- 19.4 If the Parties fail to reach agreement on the requested revision, any Party may resort to conciliation as per Grievance Redressal Mechanism as per Clause 12 (II) of the Regulation and Part III of Arbitration and Conciliation Act, 1996.

ARTICLE 20: RELIEF FROM PERFORMANCE AND LIABILITY IN CASE OF IMPEDIMENT OF PERFORMANCE (FORCE MAJEURE)

- 20.1 Non-performance by a Party is excused if that Party proves that the non-performance was due to an impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the signing of the Agreement or to have avoided or overcome it or its consequences ('an Impediment of Performance').
- 20.2 Unless otherwise provided in the present Agreement, an Impediment of Performance within the meaning of Article 20.1 does not include the lack of any authorization, license, entry or permit, or of any approval necessary for the performance of the Agreement and required to be issued by a public authority to the Party seeking excuse for non-performance.
- 20.3 When the impediment is only temporary, the excuse for non-performance shall have effect for such period as is reasonable, having regard to the effect of the impediment on the performance of the Agreement by that Party.
- 20.4 The excuse for non-performance takes effect from the time of the impediment.
- 20.5 The Party which fails to perform due to such an Impediment of Performance must give notice to the other Parties and the Management Committee of the impediment and its effect on that Party's ability to perform.

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20.6 As soon as notice according to Article 20.5 has been given, the Parties shall consult about the consequences for the operations of the Consortium, if necessary, by holding a General Body meeting. All Parties shall make their best efforts to overcome any obstacles to the activities of the Consortium that may result from the excused non-performance. Such excuse does not relieve the Party concerned from its obligation to assume its share of any financial commitments that may be necessary to overcome the obstacle.

ARTICLE 21: DUTY TO PROMOTE THE INTERESTS OF THE CONSORTIUM AND NOT TO COMPETE WITH IT

21.1 This Agreement is executed with the objective of promoting the Parties common interests of the Consortium. Each Party shall use its best efforts to promote and protect the interests of the Consortium.

21.2 The Parties, while pursuing their own respective rights and interests, shall further their common interest in the Consortium and its activities. In particular, each Party undertakes to refrain from any personal activity, behavior or steps which would compete with and/or be otherwise detrimental to the Consortium's interests.

ARTICLE 22: APPLICABLE LAW AND GUIDING PRINCIPLES

22.1 This Agreement is governed by the laws of India.

22.2 The Agreement shall be performed in a spirit of good faith and fair dealing.

22.3 All the activities carried out by Consortium should be in consonance with Land Policy and other Laws in force.

22.4 In the interpretation and application of the Parties' rights and obligations under this Agreement, due weight shall be given to applicable practices while dealing with land and real estate related matters.

ARTICLE 23: DISPUTE RESOLUTION

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- 23.1 If a Party has come to the conclusion that the attempts at amicable resolution are to no avail, it may give notice to the other Parties concerned by the dispute of this failure and, there upon, may commence Arbitration pursuant to Article 23.2
- 23.2 Any dispute/ difference arising out of the rights, obligations, performance and duties of the Parties in respect of this agreement and /or the interpretation of any clause hereof, shall be mutually solved by and between the Parties and if not solved, then the same shall be referred to Arbitrator whose decision shall be final, conclusive and binding.
- 23.3 In case any dispute, controversy or claim between the parties arises out of or in relation to or in connection with this Agreement, the parties shall use all reasonable endeavors to negotiate with a view to resolving the dispute amicably. If a party gives another party a notice that dispute has arisen (a 'Dispute Notice') and the parties are unable to resolve the dispute amicably within 15 days of service of the dispute notice (or such longer period as parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of "Arbitration and Conciliation Act, 1966 of India.
- 23.4 Any arbitral award by the arbitral tribunal shall be final and binding on the Parties. The Venue of the arbitration shall be Delhi. The language of the arbitration shall be English/Hindi. Before resorting to any arbitration, the parties should resolve /settle the issue through conciliation failing which they resort to mediation and if the process of mediation fails to resolve the dispute, the parties should then resort to arbitration.
- 23.5 In the resolution of the dispute, the arbitrators shall give effect to the letter and the spirit of this Agreement and, where necessary, reconcile conflicting provisions of the Agreement in this spirit. In case of conflict between the Agreement and the applicable law, the arbitrators shall act as *amiable compositeurs* and, subject to public policy, shall give effect to this Agreement and there as on able intentions and expectations of the Parties.
- 23.6 In the case of any disputes relating to questions of valuation, any Party may request the appointment of an Independent Expert according to

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proceedings to be agreed by the Parties.

- 23.7 The Consortium may execute necessary agreements with any other entity/ Service providing agency with due approval of the General Body of the Consortium for discharging the functions of the Consortium.

ARTICLE 24: REPRESENTATION OF THE PARTIES:

24.1 Each party represents to the other Parties as on the date of this Consortium Agreement that:

- (a) Such party is duly organised, validly existing and has good standing under the laws of its incorporation/existence and has all requisite power and authority to enter into this Agreement and the parties have obtained the permission of the Board/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this agreement on the behalf of the Party.
- (b) This agreement is legal and binding obligation of all the parties of the Consortium, enforceable in accordance with the terns of the contract.
- (c) There is no litigation pending or to the best of the knowledge of the Parties.

ARTICLE 25: LEGAL REPRESENTATIONS, PARTNERSHIPS

The parties shall not be entitled to act or to make legally binding declarations on behalf of any other party. Nothing in this agreement shall be deemed to constitute a joint venture, partnership or any other kind of formal business, grouping or legal entity between the parties.

ARTICLE 26: EXCLUSIVITY:

The Parties herein agree that no party shall, consequent to the formation of consortium withdraw from this Agreement during the execution of the planning and development of land pooled by the consortium in Sector ----, Zone ---- as per the Land Policy and Regulations, for any reason, whatsoever.

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ARTICLE 27: CO-OPERATION

- 27.1 All the member Constituents and the Management Committee duly constituted undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Development Agreement for planning and development of pooled land in Sector ----, Zone ----. The Consortium parties undertakes to provide DDA with all information at its disposal for due performance of the Development Agreement. The Parties herein shall take all remedial measures to ensure successful performance of all the obligations of the consortium hereunder and under the Development Agreement.
- 27.2 Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and the Development Agreement for planning and development of pooled land by the consortium in sector ----, Zone ----and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties.
- 27.3 The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement and the Development Agreement with DDA.

ARTICLE 28: CONFLICT OF INTEREST

The Parties herein undertake all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project or the Development Agreement with DDA and also to identify any conflict of interest so that DDA can consult with the Consortium/DE's and other Parties to sort out such conflicts.

ARTICLE 29: PART OF CONTRACT

It is further agreed by the constituent members/Parties of the Consortium therein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Development Agreement with DDA and shall continue to be enforceable against the Parties herein by DDA till the terms of the Development Agreement for planning and development of pooled land in Sector ---, Zone ----, are fulfilled. It shall be effective on the date first mentioned above for all purposes and intends.

ARTICLE 30: INVOLVEMENT OF THIRD PARTIES

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A party that enters into a sub-contract or otherwise involves third party in the project remains responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Consortium Agreement. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other parties under this Consortium Agreement.

ARTICLE 31: MISCELLANEOUS PROVISIONS

- 31.1 If any of the provisions of this Agreement are found to be null and void, the remaining provisions of this Agreement shall remain valid and shall continue to bind the Parties, unless it can be concluded from the circumstances that, in the absence of the provision(s) found to be null and void, the Parties would not have concluded the present Agreement.
- 31.2 The Parties agree to keep confidential all business and technical information relating to and acquired in the course of their activities connected with the Consortium. This obligation is not limited in time, and shall continue after a Party has left the Consortium or the Consortium has been terminated. The only exceptions to this confidentiality obligation are:
- (a) If the information is or becomes public knowledge (without fault of the Party concerned);
 - (b) If and to the extent that information is required to be disclosed by a Party to a regulatory or governmental authority or otherwise by law (in which case that Party shall keep the other Parties informed of such disclosure).
- 31.3 The Addresses for Notifications and Service of Process are as per details mentioned in **Schedule- A**
- Unless and until a new address has been notified to the Management Committee and the other Parties, all communications to a Party are validly made when sent to its address as specified above.
- 31.3 Notices under this Agreement shall be made by registered mail or by fax with confirmation by mail. They may also be validly made by electronic mail provided the sender takes precautions necessary to ensure that the

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notice has been received.

31.4 This Agreement may be modified only by a written amendment, signed by all Parties, or by a unanimous decision by the General Body. The amendment or decision must be signed by all Parties, on paper or by electronic signature.

ARTICLE 32: INDEMNITY

Indemnity Clause - The Land holder(s)/ POA agrees to indemnify and hold harmless DDA and its shareholders, trustees, managers, officers, directors and employees (each a "DDA indemnified Party") promptly upon demand at anytime and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "losses") to which the DDA indemnified party may become subject, in so far as such losses directly arise out of, in anyway relate to, result from (i) any misstatement or any breach of any representation made by Land holder(s)/POA or (ii) the failure by Land holder(s)/ POA to fulfill any agreement, covenant or condition contained in this agreement, including without limitation the breach of any terms and conditions of this agreement by any of the Land holder(s)/POA or (iii) any claim or proceeding by any third party against DDA arising out of any act, deed or omission by the Land holder(s)/ POA. For the avoidance of doubt, indemnification of losses shall be made in an amount or amounts sufficient to restore each DDA indemnified party to the financial position it would have been had the losses not occurred.

IN WITNESS WHEREOF the Parties to this Consortium Agreement have executed this on the ___day, ____month and ____year first hereinabove written.

Signature by XXX and all Parties to the Consortium Agreement

In the presence of Witnesses:

1. Signature Name Address

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2. Signature Name Address

SCHEDULE- A

**[INCLUDE NAMES OF ALL THE
PARTICIPATING LAND OWNERS]**

Sr. No.	Name	Address, Profession, Aadhar card / Passport Number	Signature

SCHEDULE- B

**NAME AND PROPERTY DETAILS
OF PARTICIPATING LAND
OWNERS**

Sr. No.	Name	UAN no.	Property Details
			All that piece and parcel of property bearing Khata Number ... Rectangle and Khasra Nos....._____

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SCHEDULE- C1

DETAILS OF POOLED LAND:

	Zone	
	Sector	
	Villages	
	Total Pooled Land (Ha.)	

SCHEDULE C2

**Verification report duly verified by Govt. of NCT of Delhi
(to be provided by DDA)**

SCHEDULE- D

**Contract Agreement of Developer Entities (DEs) along with
Registration/ Incorporation Certificates.**

SCHEDULE- E

IMPLEMENTATION PLAN

BROAD IMPLEMENTATION PLAN AND FINAL IMPLEMENTATION PLAN

(Suggestive Draft Implementation Plan added to this Draft Consortium as
Schedule- "E")

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