3025
13-8-18

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 13/08/2018

Certificate No. S0M2018H18

GRN No. 37587859

Stamp Duty Paid : ₹ 1602850
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Jai Buildwell Private limited

H.No/Floor : A/177 Sector/Ward : Na LandMark : Chhatarpur enclave phase 2

City/Village : New delhi District : Delhi State : Delhi

Phone: 9416376890 Others : Na

Buyer / Second Party Detail

Name : Urban land Management Private limited

H.No/Floor : 22 Sector/Ward : Na LandMark : Dda flats shivalik rd malviyanagar

City/Village: New delhi District : Delhi State : Delhi

Phone : 9416376890 Others : Na

Purpose : Non Judicial Stamp Paper For Collaboration Agreement

THE SEAL OF THE SUB-REGISTRAR REWARI

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

2312/A M/S Jai Buildwell Pvt Ltd

FIFTY RUPEES SPECIAL ADHESIVE

FIFTY RUPEES SPECIAL ADHESIVE

PARDEEP KHANNA
LICENSED VENDOR
Distt. Court, Gurgaon
Licence No. S. VI/3/2011
Signature .....

11/3/2013

22

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made at Gurgaon on this 12th Day of March, 2013.

BY & Between

M/S JAI BUILDWELL PVT LTD., a company duly incorporated under the Companies Act, 1956, having its registered office at A-177, Chhatarpur Enclave, Phase-II, New Delhi-70 acting through its Director Mr. Vijay Bansal S/o Late Sh. Kishan Chand Bansal duly authorised by board resolution dated 11st March,2013 [hereinafter referred to as the **"OWNER"** (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders)] of the **FIRST PARTY;**

AND

M/S Urban Land Management Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at 22,DDA FLATS, PANCHSHEEL PARK, SHIVALIK ROAD, MALVIYA NAGAR, NEW DELHI- 110017 acting through its Director Mr. Dinesh Nagpal S/o Gian Chand duly authorised by board resolution dated 12th March,2013 (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) hereinafter referred to as the **"DEVELOPER"** of the OTHER PART

(Hereinafter the OWNER and the Developer are collectively referred to as the Parties and individually as Party, as the context demands)

THESE DOCUMENTS ARE THE SUB-REGISTRAR

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

Jai Buildwell Private Limited

Authorised Signatory

Jai Buildwell Private Limited

Authorised Signatory

WHEREAS, there exists a two parcels of land and both are contiguous, First PARCEL land admeasuring about 12.94 acres having the description of falling in the revenue estate of Village-Shahbajpur in residential Sector-25, Rewari (Hr.) vide Title Deed registered in the name of OWNER and having the description of the land mentioned therein as follows:-

(A) Property bearing {Khewat No.6, Rectangle/Mustil No.25,Khasra No.11(8-0), 12(8-0), 19/1(0-13), 20(7-11), Rectangle /Mustil No.26, Khasra No.7/2(4-7), 8(2-14,) 14(8-0), 15(8-0),16/2(4-3), Rectangle /Mustil No.26 Khasra no. 5/2 (4-8), Rectangle /Mustil No.25,Khasra No. 1(8-0),2(8-0),9/(8-0),10/1(0-16), Khewat No. 95, Rectangle /Mustil No.17, Khasra No.23/2/2 (2-14), 24/1(2-8), Rectangle /Mustil No.26,Khasra No.3(6- 0),4(8-0),5/1(3-17) Total Rakba 103 Kanal 11 Marla, situated within the revenue estate of village Shabajpur, falling in Sector-25, Disstt. & Teh. Rewari}(**Registered Sale deed No.6456 dated 25/10/2012 & Rectification deed no. 10082 dated 12/03/2013duly registered in the office of Sub-registrar office Rewari).**

And Second parcel of land admeasuring 2.325 Acres which is contagious and part and parcel of the above mentioned land, having the description of falling in the revenue estate of Village-Shahbajpur in residential Sector-25, Rewari (Hr.) vide Title Deed registered in the name of OWNER and having the description of the land mentioned therein as follows:-

(B) Property bearing { Rectangle /Mustil no. 25 Khasra No.10/2 (7-4); Mustil No.26 Khasra no. 6 (8-0), 7/1 (3-8) total rakba 18 kanal 12 marla , situated within the revenue estate of village Shabajpur, falling in Sector-25, Disstt. & Teh. Rewari}(**Registered sale deed No. 1140 Dated 09/05/2011** duly registered in the office of Sub-registrar office Rewari).

Details and photocopies of sale deed of both the land is annexed hereto as **Annexure-A.** Both the parcel of Land together hereinafter called a **"Plot of Land".**

AND WHEREAS, the owner who as per the revenue records have jamabandis of the aforesaid freehold PLOT OF LAND in his name and is absolute owner of the same having a good marketable title to it.

AND WHEREAS, the OWNER herein represents and warrants to the DEVELOPER that:

(a) The owners represent that over the first parcel of abovesaid land i.e. 12.94 acres the government of Haryana has issued License No.116 of 2008 dated 31.05.2008 to Bhaktibuildwell Pvt. Ltd. vide endst. No. 5DP(IV)-2008/3916-27 dated 05.06.2008 for development of group housing colony and the OWNER had received provisional transfer permission from DGTCP in their favour, the final transfer order is still pending. The copy of License is Annexed hereto as **Annexure- B.**

(b) The Owner also represent that application for grant of License in respect of its second parcel of land measuring 2.325 acres being a part of the said larger

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

For URBAN LAND MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY

Jai Buildwell Private Limited

Authorised Signatory

प्रलेख न:3025

दिनांक:13-08-2018

डीड सबंधी विवरण

डीड का नाम . COLLABORATION AGREEMENT

तहसील/सब-तहसील रिवाडी

गांव/शहर शहबाजपुर खालसा

धन सबंधी विवरण

राशि 80142496 रुपये

स्टाम्प ड्यूटी की राशि 1602850 रुपये

स्टाम्प नं : S0M2018H18

स्टाम्प की राशि 1602850 रुपये

रजिस्ट्रेशन फीस की राशि 15000 रुपये

पेस्टिंग शुल्क 0 रुपये

Drafted By: self

Service Charge:0

यह प्रलेख आज दिनाक 13-08-2018 दिन सोमवार समय 4:26:00 PM बजे श्री/श्रीमती /कुमारी M S Jai Buildwell Pvt.Ltd.New Delhithru बजरिये राकेश कुमारOTHER पुत्र - निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (रिवाडी)
सयुक्त सब रजिस्ट्रार
रेवाड़ी

हस्ताक्षर प्रस्तुतकर्ता
M S Jai Buildwell Pvt.Ltd.New Delhi

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी M S Urban Land Management Pvt.Ltd.New Delhi thru बजरिये त्रिलोक शर्माOTHER पुत्र - हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीरामौतार सैनी एडवोकेट पिता --- निवासी रेवाडी व श्री/श्रीमती /कुमारी मोहित कुमार कौशिक पिता अशोक कुमार
निवासी भिवानी ने की |
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(रिवाडी)
सयुक्त सब रजिस्ट्रार
रेवाड़ी

Buildwell Private Limited

Authorised Signatory

land is pending consideration of the Director General Town & Country Planning (DGTCP) Chandigarh, Haryana.

(c) That the Owner represents that no earlier Agreement of any kind has been entered into with regard to this PLOT OF LAND with any other person or party nor has the OWNER received any money or other benefit from any person or party on account of an understanding with regard to the said PLOT OF LAND.

(d) That the Owner represents that the Building plans for the First Parcel of Land is already being approved by the DGTCP , Haryana and the building plan approval letter form DGTCP is annexed herewith as per **Annexure-C.**

AND WHEREAS, the DEVELOPER herein represents and warrants to the OWNER that:

1. The Developer along with its Group Companies is engaged in the business of promotion, development and construction of commercial buildings and is well established in this business, and is a registered Private Ltd Company under the seal of Registrar of Companies Delhi & Haryana with Registration No U70200DL2012PTC242347.

2. The Developer has represented that they have the capacity to develop and construct the above said plot of land along with its other lands into a Group Housing with complete technical know how, financial capacity, managerial skills and administrative control to carry out the development work on said plot of land along with its other lands.

3. The DEVELOPER along with its associates Companies proposes to develop a PLOT OF LAND for a Group Housing Colony on approx 15.265 Acres of land out of which the present 12.94 Acres belonging to the OWNER are already licensed and 2.325 acres also belonging to the OWNER are pending for approval with DGCTP, HARAYNA and both the said parcel of lands are subject of the present Collaboration Agreement forms a part.

4. That any future approvals, sanctions, permissions and no objections, whichever required for the development and construction on the said land shall be obtained by the developer but the permission for adding 2.325 acres land in the license is the sole responsibility of the OWNER. And the construction will be done by the developer at its own cost and expense. The OWNER shall be liable to get the license of 2.325 acres of land from the competent authorities and also be liable to pay requisite fees to the competent authority Scrutiny cost or any other cost will also be borne by the OWNER.

AND WHEREAS, the DEVELOPER has approached the OWNER for development and construction of GROUP Housing on the aforesaid PLOT OF LAND (all reference to the word "Group Housing" hereinafter shall be deemed to refer to the portion of the colony on the aforesaid PLOT OF LAND only).

THE SEAL OF THE REGISTRAR OF COMPANIES

For JAI BUILDWELL PVT. LTD.

Director/ Auth. Signatory

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

Reg. No.	Reg. Year	Book No.
3025	2018-2019	1

पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru बजरिये राकेश कुमारOTHER M S Jai Buildwell Pvt.Ltd.New Delhi

दावेदार :- thru बजरिये त्रिलोक शर्माOTHERM S Urban Land Management Pvt.Ltd.New Delhi

गवाह 1 :- रामौतार सैनी एडवोकेट

गवाह 2 :- मोहित कुमार कौशिक

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3025 आज दिनांक 13-08-2018 को बही नं 1 जिल्द नं 606 के पृष्ठ नं 147.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 7915 के पृष्ठ संख्या 21 से 24 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 13-08-2018

उप/सयुंक्त पंजीयन अधिकारी(रिवाडी)

उपयुक्त सब रजिस्ट्रार
रेवाड़ी

AND WHEREAS, in consideration of the premises, covenants and mutual representations & warranties of the OWNER and the DEVELOPER, the PARTIES to this Agreement have agreed to enter into this collaboration agreement, subject to the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. That the DEVELOPER agrees to construct the GROUP HOUSING, at their own costs and expenses on the said PLOT OF LAND.

   For sake of clarity it is reiterated that the DEVELOPER shall bear the entire cost towards construction of the aforesaid GROUP HOUSING COLONY, which is inclusive of but is not limited to the costs/ fee/ charges/ expenses on account of obtaining all approvals/ consents, electricity & water supply, power back up mandatory as per Government of Haryana norms, common amenities, lifts, fire fighting equipments, alarm systems, rain water harvesting, landscape etc.

2. That in consideration of the OWNER agreeing to give the said PLOT OF LAND for construction of GROUP HOUSING, the PARTIES herein agree that the OWNER shall get 5% of the super built-up saleable area calculated on the basis of F.A.R available for the said PLOT OF LAND along with proportionate share in the aforesaid PLOT OF LAND underneath of the said GROUP HOUSING **and in case the license is not approved for a land measuring 2.325 acres the OWNER share will proportionately be reduced on an approved FAR.**

3. That the PARTIES herein agree that the OWNER,S and the DEVELOPER'S share as mentioned in the Para 2 above shall be determined and divided as per the mutual agreement and proportionately spread all over the total super built up saleable are or in separate independent blocks so constructed on the aforesaid PLOT OF LAND.

4. That the PARTIES herein agree that the OWNER shall not transfer his rights, title or interest in the PLOT OF LAND during the period of construction. However, subsequent to the construction of the aforesaid GROUP HOUSING on the said PLOT OF LAND, the proportionate share in the PLOT OF LAND shall be transferred to the DEVELOPER or their nominees or third party(ies) in proportion to the respective share of 95% in the building, provide the DEVELOPER has handed over possession after obtaining the Completion and Occupancy Certificate from the concerned authorities of the OWNER share of 5% of the super built-up saleable are in the aforesaid GROUP HOUSING.

   It is agreed by and between the PARTIES to this agreement, and is reiterated for sake of clarity that the DEVELOPER shall not book, sell, enter any agreement etc. with regard to the OWNER share of 5% in the aforesaid GROUP HOUSING.

   That the provisions of the Haryana Apartment Ownership Act shall be observed by both the PARTIES.

5. That the OWNER undertake and accept what is expressly provided herein, that they shall not in any way transfer, encumber, mortgage their rights title or interest in the said GROUP HOUSING in whole or in part, expect their share of the super built up

NOTARY RAM NIWAS GURGAON Reg. No. 5224 GOVT. OF INDIA

THE SEAL OF THE SUB-REGISTRAR REWARI

For URBAN LAND MANAGEMENT PVT. LTD.
DIRECTOR

For JAI BUILDWELL PVT. LTD.
Director

saleable area as per clause hereinabove. However it is agreed by and between the OWNER and the DEVELOPER that the DEVELOPER shall have a right to mortgage, encumber or create charge upon the aforesaid PLOT OF LAND. The DEVELOPER shall avail the facility of loan for constructing the GROUP HOUSING, however, it shall be the exclusive responsibility of the DEVELOPER to arrange for Guarantee and repayment of loan.

6. That the PARTIES to this Agreement agree that the possession of the aforesaid PLOT OF LAND shall remain with the OWNER until the same is transferred in terms herein. However, the physical possession of both the parcel of land i.e. 15.265 acres shall be deemed to have been handed over to the developer. Free ingress to and egress from the PLOT OF LAND to the servants, employees, contractors, sub-contractors, consultants of the DEVELOPER and all or any persons who are necessary in connection with the carrying out of the development and construction of the Group Housing under this Agreement shall be after 12th March,2013.

7. That immediately on signing of this agreement the OWNER agree to execute an irrevocable registered Special Power of Attorney in favour of the DEVELOPER for the purpose of seeking Licence from DTCP, submission and approval of drawing on behalf of the OWNER for development and construction of the said GROUP HOUSING SCHEME and for representing the OWNER before the Govt. Departments etc.

8. That the OWNER shall also execute an irrevocable registered General Power of Attorney in Favour of the DEVELOPER herein (hereinafter referred to as the "GPA") enabling the DEVELOPER to allot/sell flats in its portion of 95% in the aforesaid GROUP HOUSING and (b) The OWNER share 5% in the aforesaid GROUP HOUSING has been demarcated on the plans as agreed GROUP HOUSING has been demarcated on the plans as agreed herein.

9. The OWNER declare that, except application which is pending for approval for 2.325 acres of land with DGCTP, no notice has been received from the government or any local body or authority including the Municipality, or any individual has been received by or served upon the OWNER.

10. The OWNER herein undertakes to get the 2.325 ACRES land Licensed from the Haryana Govt at his own cost, expense and risk. However, if for any reason the OWNER is not able to obtain the License for aforesaid parcel OF LAND, then the proportion of the Owners Share will be on an approved FAR,. However, the DEVELOPER shall be given full opportunity to refile the application.

11. That the DEVELOPER and the OWNER have agreed upon the basic specifications, design, materials of construction, etc. pertaining to the building to be built by DEVELOPER on the aforesaid PLOT OF LAND which shall as per specification enclosed as "Annexure-D".

12. All open spaces, terraces, basements, EWS flats, shops/ commercial sites, club common amenities car parking space etc shall also be share in the above ratio. The DEVELOPER

THE SEAL OF THE SUB-REGISTRAR REWARI

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

For JAI BUILDWELL PVT. LTD.

Director

shall get the proportionate share of their aforesaid PLOT OF LAND toward its share in the GROUP HOUSING.

13. That the DEVELOPER will pay a sum of Rs.300000000/- (Rupees Thirty Crores)to the owner out of the above said, an Amount of Rs.148654000/-(Fourteen Crores Eighty Six Lacs Fifty Four Thousand Only) is towards EDC Charges, and a sum of Rs. 16804000/- (One Crore Sixty Eight Lacs four Thousand Only) is towards IDC Chrages and Balance to be divided equally as interest free Refundable Security Deposit and Non-refundable Security Deposit i.e. an Amount of Rs.67271000/-(Six Crores Seventy Two Lacs Seventy One Thousand Only is Non-refundable Security Deposit and Rs.67271000/- is interest free Refundable Security Deposit).

    Out of the above said, a sum of Rs.248000000/- (Twenty Four Crores Eighty Lacs Only) is already being paid and the OWNER acknowledges having received the same.
    The balance of Rs.52000000/-(Five Crores Twenty Lacs Only) will be payable to the OWNER as follows :-

    Rs.26000000/- (Two Crores Sixty Lacs) on or before 30th June,2013
    Rs.26000000/- (Two Crores Sixty Lacs) within 45 days from the date of License of 2.325 acres of land.

    As and when the share of the owner will be handed over which would be completed in all respects then only the developer will be entitled for the refund of security as mentioned above.

14. That the OWNER and DEVELOPER shall be at liberty to book, allot or enter into agreement of sales/ lease in whole or in part of their respective share i.e. 5% and 95%, which are to fall upon them after obtaining of license, approval of plans and demarcation of OWNER'S share in terms of these presents.

15. That it is hereby agreed by the OWNER and the DEVELOPER that they shall directly meet the requirements of the provisions of the Income Tax Act as may be applicable, in proportion to their share in the built up are hereinabove mentioned, of the said GROUP HOUSING.

16. The terms of all documents i.e. Flat Buyers' Agreement, possession documents, maintenance documents, conveyance deed, the agreement with the prospective purchasers of the flats or the lease / rent agreements etc. shall be settled by the DEVELOPER after consultation with the OWNER, and the same format shall be adhered by both PARTIES to this Agreement in their proportions of the aforesaid GROUP HOUSING.

17. That the DEVELOPERS shall start construction of the GROUP HOUSING after the receipt of all permissions sanctions and approvals required from the concerned authorities for the said purpose and the construction shall be completed within 42 months from the date of this Agreement subject to force majeure. The building / construction work will be insured by the developer exclusively.

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

For URBAN LAND MANAGEMENT PVT. LTD.
DIRECTOR

For JAI BUILDWELL PVT. LTD.
Director

18. That all costs and expenses pertaining to, HUDA, Fire Department, DTCP (Director Town and Country Planning), Airport Authority, Haryana Govt or UOI connected with the sanctioning and completion of the building, shall be borne and will be the liability of the DEVELOPER herein.

19. That the building to be constructed on the said PLOT OF LAND and plans in respect thereto shall be in accordance with the floor area ratio (FAR) prescribed by the Haryana Government and would be for the maximum permissible covered area, and the FAR achieved shall be divided between the OWNER and the DEVELOPER in proportion of 5% and 95% respectively. However, should there be any subsequent increase in the permissible FAR, the same shall be shared by and between the OWNER and the DEVELOPER in proportion of 5% and 95% respectively.

    The total area comprised in the proposed GROUP HOUSING COLONY being developed by the DEVELOPER is approximately 15.265 acres i.e. the said PLOT OF LAND. The DEVELOPER shall be entitled to distribute its additional FAR available if any in future from the remaining portion of the GROUP HOUSING COLONY on the said PLOT OF LAND to which the OWNER has no claim or right whatsoever.

20. That the Developer shall bear the entire costs, fees, charges, expenses etc for the license & construction of Group Housing, its internal services viz: electricity, water supply, street lights, sewerage, drainage plantation, common services, common facilities, lifts, stair case, fire fighting, rain water harvesting, land scaping, stand by electricity supply mandatory by Haryana Govt for Group Housing, parking space etc. as per National Building Code and rules and regulations framed by DTCP, Haryana Govt or any other respective statutory authority.

21. The DEVELOPER further agree that if any changes, additions, alterations, rectifications or the like are necessary for obtaining Occupancy and Completion certificates the said additions alterations, rectifications, etc will be carried out by the DEVELOPER at their cost and to the satisfaction of their authorities so that Occupancy & Completion certificate is granted by the competent authorities without any delay.

22. That the DEVELOPER hereby undertake to build the GROUP HOUSING SCHEME in conformity with the existing laws and rules and if any defect is detected at any subsequent stage then the DEVELOPER shall rectify the same at their own costs.

23. While dividing the OWNER's portion from the DEVELOPER portion in the basements and terrace shall be divided in the ratio of shares of the OWNER and DEVELOPER respectively. The car parking apace will also be divided in the same manner and in the same ratio.

24. That the aforesaid GROUP HOUSING shall be maintained by the DEVELOPER or its nominee till the maintenance is taken over by the flat owners' society formed under the Haryana Apartment Ownership Act and the flat owners shall be liable to pay proportionate maintenance charges from the date of Occupation Certificate.

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON Reg. No. 6224 GOVT. OF INDIA

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

For JAI BUILDWELL PVT. LTD.

Director

25. The PARTIES to this Agreement agree that the DEVELOPER shall keep the OWNER informed about the developments and progress made on the aforesaid GROUP HOUSING. This constant flow of information from DEVELOPER to the OWNER shall enable the OWNER to plan about disposal of its proportion in the aforesaid GROUP HOUSING.

26. That it is clearly agreed and understood by and between the PARTIES that neither PARTY will violate or cause violation of any of the terms of this agreement through their agents, employees or servants.

27. The development expenses/ license fees/ zoning fees or any other taxes of the Haryana Government or any other authority shall be borne by the DEVELOPER. Any taxes pertaining to the period prior to the execution of this Agreement, payable to any agency on account of PLOT OF LAND only shall be borne by the OWNER.

28. The OWNER / DEVELOPER shall take necessary clearances,, if required, from the Income Tax department and shall provide each other assistance and sign necessary documents for taking clearance from income tax department.

29. That the PARTIES hereby confirm and declare that the entire EDC and IDC charges is payable by the DEVELOPER only, the EDC and IDC Charges of First Parcel of land i.e. 12.94 acres is already being paid and referred in Point No.13 above and EDC and IDC charges in respect of second parcel of land i.e. 2.325 acres will also be payable by the Developer according to the terms of License. The entire Interest and Penalties on the above EDC and IDC Charges will be borne by the OWNER them selves.

30. In the event of any dispute arising out of or in relation of this agreement, the same shall be referred for arbitration in consonance with the provisions of the Indian Arbitration & Conciliation Act 1996 including any repromulgation or enactment thereof. The OWNER and the DEVELOPER shall jointly appoint Arbitrator(s). On failure of appointment of such Arbitrator, the appointment shall be pursuant to the provisions of the Indian Arbitration and Conciliation Act, 1996 or any other repromulgation or enactment thereof and the decision of such Arbitrator shall be binding upon the PARTIES. The Arbitrator shall conduct the arbitration proceedings in English and the seat of arbitration shall be at Gurgaon.

The successful Party be entitled to full costs of the arbitration including of arbitrators' fee, legal fees and expenses incurred in relation thereto. The award may be enforced in the appropriate jurisdiction.

No Party shall be entitled to commerce or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement except for the application for any interim relief necessary in aid of arbitration or enforcement of an arbitral award, in which case the Parties agree that such application for interim relief shall be made only before a court of competent jurisdiction in Gurgaon and higher courts. No interim relief shall be claimed or maintained by the OWNER which prevents

For JAI BUILDWELL PVT. LTD.

Director/ Authorised Signatory

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

continuation of the work or construction of the GROUP HOUSING COLONY under any circumstances whatsoever.

31. The Laws applicable to this Agreement shall be the laws in force in India. The Courts at Gurgaon shall have the exclusive jurisdiction over any dispute between the parties.

32. This Agreement may be amended or modified at any time by the PARTIES hereto, but only an instrument in writing signed on behalf of each of the PARTIES hereto. Any waiver on the part of a PARTY hereto to shall be valid only if set forth in a written instrument signed on behalf of such PARTY. Any delay by either PARTY in exercising, or any failure to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. That this Agreement shall not frustrate because of any denial or change in the policy of Government and in such case the said PLOT OF LAND would be utilized by the PARTIES to their best advantage on terms to be decided there upon.

33. This Agreement is being executed in duplicate and signed on all pages, each copy of which shall be deemed to as an original, which shall constitute one and the same instrument and Agreement.

34. The PARTIES herein agree that the entire project of the aforesaid GROUP HOUSING is being executed by the DEVELOPER at its own cost and risk, which shall include but is not limited to the risks and costs on account of quality of material used towards construction, accidents on or outside construction site, labour disputes, legal & financial disputes, etc. (hereinafter referred to as the "**COSTS & RISKS**"). All COSTS & RISKS involved in the execution of the aforesaid GROUP HOUSING SCHEME or in fulfillment of the obligations as conceived herein this Agreement shall be borne and fulfilled by the DEVELOPER with exclusion of the OWNER herein, and the DEVELOPER shall execute an indemnity bond in favour of the OWNER to keep them indemnified on account of any loss, damage, costs, etc., suffered by the OWNER on account of the COSTS & RISKS herein. The form of the indemnity form, to be executed by the DEVELOPER in favour of the OWNER shall be in the form as appended hereto as " **Annexure-E**" hereto.

35. This Agreement, including the recitals and the annexure hereto constitute the entire agreement among the Parties hereto with respect to the subject matter hereto, and supersedes all prior and contemporaneous correspondence(s), report(s), project report(s), agreemeant(s), negotiations, discussion(s), representation(s), promise(s), or understandings, both written and oral, among the PARTIES, with respect to the subject matter hereof. The recitals and the annexure(s) appended to this Agreement shall form an integral part of this Agreement.

36. It is agreed by and between the PARTIES to this Agreement that times shall be the essence of this Agreement in so far as it relates to the observances or performance, by any of the PARTIES, of any of their obligations under this Agreement.

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY GURGAON HARYANA INDIA

For JAI BUILDWELL PVT. LTD.

Director / Authorised Signatory

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

FIRST SCHEDULE

The First Schedule, hereinabove referred to describes and defines the area with respect to the 12.94 acres and 2.325 acres both of the aforesaid PLOT OF LAND, owned by M/s JAI BUILDWELL PVT. LTD.. The details of the aforesaid PLOT OF LAND are as given hereunder:

Village	Rectangle No.	Kila No.	Total Area In Kanal and Marla
Shahbajpur,Rewari	17	23/2/2	2-14
		24/1	2-8
	26	3	6-0
		4	8-0
		5/1	3-17
	25	1	8-0
		2	8-0
		9	8-0
		10/1	0-16
	26	5/2	4-8
	25	11	8-0
		12	8-0
		19/1	0-13
		20	7-11
	26	7/2	4-7
		8	2-14
		14	8-0
		15	8-0
		16/2	4-3

THE SEAL OF THE SUB REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON REG. NO. 1224 GOVT. OF INDIA

For JAI BUILDWELL PVT. LTD.

Director/Authorised Signatory

For URBAN LAND MANAGEMENT PVT. LTD.

DIRECTOR

Total	First Parcel of Land		103-11 or 12.94 acres
	25	10/2	7-4
	26	6	8-0
		7/1	3-8
Total	Second Parcel of Land		18 – 12 or 2.325 acres
Total plot of Land			15.265 Acres

IN WITHNESS WHEREOF, the PARTIES hereto have executed this Agreement by their duly authorized representatives/Officers effective as of the date, month and year first above mentioned.

For and on behalf of
For M/s JAI BUILDWELL PVT. LTD.
("OWNER")
For JAI BUILDWELL PVT. LTD.
Director

Authorised Signatory
Name :
Designation :

For and on behalf of
M/S Urban Land Management Pvt. Ltd. ("DEVELOPER")
For URBAN LAND MANAGEMENT PVT. LTD.
DIRECTOR

Authorized Signatory
Name:
Designation:

Witness:

a) Name: Mukesh Yadav
Address: M-D-28 Eldeco Mansion
Occupation: Solanta Road, Gurgaon

b) Name: Ashish Gupta
Address: Second Floor, SCO 112-112
Occupation: Sec-15-II, Gurgaon

Mohit Kumar
Mohit Kumar Kaushik
S/o Sh. Ashok Kumar
R/o Bhiwani

Ram Autar Saini
Adv.
Rewari

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

ATTESTED
RAM NIWAS, ADVOCATE
NOTARY, GURGAON (HR.)

24 JAN 2014

4749

M/S Jai Buildwell (P) Ltd.

FIFTY RUPEES SPECIAL ADHESIVE

FIFTY RUPEES SPECIAL ADHESIVE

Licence No. S. V/3/2014

Signature

26/4/2013

SUPPLEMENT AGREEMENT TO JOINT DEVELOPMENT AGREEMENT

THIS SUPPLEMENT AGREEMENT is made at Gurgaon on this 26th Day of April, 2013.

BY & Between

M/S JAI BUILDWELL PVT LTD., a company duly incorporated under the Companies Act, 1956, having its registered office at A-177, Chhatarpur Enclave, Phase-II, New Delhi-70 acting through its Director Mr. Vijay Bansal S/o Late Sh. Kishan Chand Bansal duly authorised by board resolution dated 11th March 2013 [hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders)] of the **FIRST PARTY;**

AND

M/S Urban Land Management Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at 22,DDA FLATS, PANCHSHEEL PARK, SHIVALIK ROAD, MALVIYA NAGAR, NEW DELHI- 110017 acting through its Director Mr. Dinesh Nagpal S/o Gian Chand duly authorised by board resolution dated 12th March,2013 (which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors, administrators, assignees, nominees, representatives and authority holders) hereinafter referred to as the **"DEVELOPER"** of the OTHER PART

(Hereinafter the OWNER and the Developer are collectively referred to as the Parties and individually as Party, as the context demands).

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

WHEREAS

(A) The parties had entered into Joint Development Agreement , dated 12th March 2013 ("Joint Development Agreement") (Appended hereto as Annexure – A) for development of a plot of land admeasuring 15.325 acres situated in {Khewat No.6, Rectangle/Mustil No.25,Khasra No.11(8-0), 12(8-0), 19/1(0-13), 20(7-11), Rectangle /Mustil No.26, Khasra No.7/2(4-7), 8(2-14,) 14(8-0), 15(8-0),16/2(4-3), Rectangle /Mustil No.26 Khasra no. 5/2 (4-8), Rectangle /Mustil No.25,Khasra No. 1(8-0),2(8-0),9/(8-0),10/1(0-16), Khewat No. 95, Rectangle /Mustil No.17, Khasra No.23/2/2 (2-14), 24/1(2-8), Rectangle /Mustil No.26,Khasra No.3(6- 0),4(8-0),5/1(3-17) Total Rakba 103 Kanal 11 Marla, situated within the revenue estate of village Shabajpur, falling in Sector-25, Distt. & Teh. Rewari} (**Registered Sale deed No.6456 dated**

THE SEAL OF THE SUB REGISTRAR

For URBAN LAND MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY

Jai Buildwell Private Limited

Authorised Signatory

Buildwell Private Limited

Authorised Signatory

25/10/2012 & Rectification deed no. 10082 dated 12/03/2013duly registered in the office of Sub-registrar office Rewari) and { Rectangle /Mustil no. 25 Khasra No.10/2 (7-4); Mustil No.26 Khasra no. 6 (8-0), 7/1 (3-8) total rakba 18 kanal 12 marla, situated within the revenue estate of village Shabajpur, falling in Sector-25, Disstt. & Teh. Rewari}(**Registered sale deed No. 1140 Dated 09/05/2011** duly registered in the office of Sub-registrar office Rewari) (HEREINAFTER referred to as the "Plot of Land"), in accordance with the terms and conditions given therein; and

(B) **In** terms of the aforesaid Joint Development agreement , the Owner has to get the License of 2.325 acres of land which is still pending for approval at the DGTCP office, Chandigarh and will be integrated together with the Larger and Licensed plot of land i.e. 12.94 acres.

(C) **The** Owner hereby express that the Final Transfer letter of License no. 116 of 2008 dated 31.05.2008 has been received vide letter no. **5DP-V-LC-852-2013** dated 16-04-2013 and that as of now the license stands in the name of " Jai Buildwell Pvt. Ltd. (annexure enclosed)

(D) **In** terms of the aforesaid Joint Development Agreement the parties had agreed to develop the aforesaid Plot of Land into Group Housing Colony with an agreement that :

(i) the Owner will get 5% of the FSI/FAR calculated on the basis of maximum permissible FAR/FSI of the Plot of Land along with the proportionate , undivided, indivisible, and impartible ownership rights in the land underneath the said group housing .

(ii) the developer will get 95% of the FSI/FAR calculated on the basis of maximum permissible FAR/FSI of the Plot of Land along with the proportionate , undivided, indivisible, and impartible ownership rights in the land underneath the said group housing .

(iii) The parties are now desirous of resolving all pending issues with regard to the aforesaid Joint Development agreement and other obligations of the parties and wish to record in writing by entering into this supplemental agreement to the Joint Development Agreement, between themselves ("Supplemental Agreement")

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. REFERENCES, TERMS, EXPRESSIONS AND PHRASES:

Save and except other wise provided to the extent any reference, terms, expression or phrase is separately defined in this Supplemental agreement or where the context in which such reference, term, exoression or phrase is used does not warrant or permit such construction or interpretation, reference, terms expression or phrases used in the Supplemental agreement shall have the same meaning as assigned to them/ it in the aforesaid Joint Development AGREEMENT.

THE SEAL OF THE SUB-REGISTRAR REWARI

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

For URBAN LAND MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY

Jai Buildwell Private Limited

Authorised Signatory

2. **Building Specifications**

The parties to this supplemental agreement mutually agree that the entire Group housing sanctioned and developed on the aforesaid plot of land shall be developed uniformly for all the areas to be shared between the owner and the Developer.

3. **Proportion of FSI**

a. the Owner will get 5% of the FSI/FAR calculated on the basis of maximum permissible FAR/FSI of the Plot of Land along with the proportionate , undivided, indivisible, and impartible ownership rights in the land underneath the said group housing .

b. the developer will get 95% of the FSI/FAR calculated on the basis of maximum permissible FAR/FSI of the Plot of Land along with the proportionate , undivided, indivisible, and impartible ownership rights in the land underneath the said group housing .

c. The respective allocated share of the Owner on the said plot of land in the Group housing works out to be 57280 sq ft. (hereinafter referred to as the "Owner's Allocation") which only includes the area which is to be developed only for residential purposes, other areas like EWS, commercial, club house, guard room etc. shall not be a part of the Owner's Share allocation.

4. That it is agreed that both the parties will abide by the necessary compliance, acts and rules laid down by the DGTCP under Haryana Development and Regulation of Urban Areas Rules, 1976 and Haryana Apartment Ownership Act 1983. Both The parties also confirms to honor the undertakings , affidavits, indemnity bonds , agreements and bank and financial statements submitted till date and to be submitted in future with DGTCP Haryana and other Government agencies.

5. That it is agreed that both the parties will abide by the terms of Original License, Additional license Bilateral Agreements signed between the DGTCP and Licensee Company under the license no 116 issued in favor of M/s Bhakti Build well Pvt. Ltd dated 2008 and thereon transferred to M/s Jai Buildwell Pvt. Ltd. All the Government dues/charges/taxes pertaining to the said license 116 of 2008 which may fall due and applicable in future as per demand along with the interest and penalty components (if applicable and imposed due to delay payment) will be complied with as and when demanded.

6. That it is agreed that both the parties will strictly abide by the terms of sanctioned building & zoning plans and submit the related compliances time to time as and when due or demanded, any deviation from the sanctioned building plans will be duly notified and informed for amendment and revision from the DGTCP. Both the parties ensures to incorporate and comply with implementation of Govt. rules ,acts , policies and courts decisions , public notices issued and enforced in future.

NOTARY RAM NIWAS GURGAON Reg. No. 8224 GOVT. OF INDIA

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed by and through their duly authorized representatives as of the date first above written.

For URBAN LAND MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY

Jai Buildwell Private Limited

Authorised Signatory

For URBAN LAND MANAGEMENT PVT. LTD.

for Buildwell Private Limited

Authorised Signatory

For Jai Buildwell Pvt. Ltd.
Jai Buildwell Private Limited

Authorised Signatory
(Authorized Signatory)

For Urban Land Management Pvt. Ltd.
For URBAN LAND MANAGEMENT PVT. LTD.

AUTHORISED SIGNATORY
(Authorized Signatory)

Witnesses:

1. ASHISH GUPTA
2nd Floor, SCO 11212, Sec-15-II
Gurgaon

2. MANISH NAGPAL
S/o Sh. B.L. NAGPAL
2nd floor SCO-11412
Sector 15 Part 2,
Gurgaon

Mohit Kumar
Mohit Kumar Kaushik
S/o Ashok Kumar
R/o Bhiwani

NOTARY
RAM NIWAS
GURGAON
Reg. No. 8224
GOVT. OF INDIA

Ram Autar
Ram Autar Saini
Adv.
Rewari

ATTESTED
RAM NIWAS, ADVOCATE
NOTARY, GURGAON (HR.)

THE SEAL OF THE SUB-REGISTRAR REWARI

06 AUG 2014