

Non-Judicial



Indian-Non Judicial Stamp  
Haryana Government



4480  
25.10.2018  
Date: 25/10/2018 14

Certificate No. G0Y2018J1204  
GRN No. 41721042



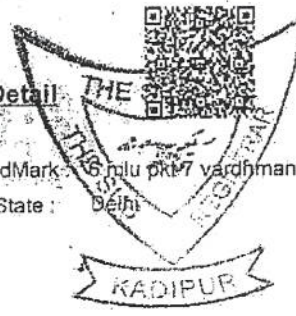
Stamp Duty Paid : ₹ 325000  
(Rs. Only)  
Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Care.Realtech Private limited  
H.No/Floor : 205/sf Sector/Ward : 12 LandMark : 6 mlu pkt 7 vardhman bhahnhof plaza  
City/Village : Dwarka District : New delhi State : Delhi  
Phone : 0

**Buyer / Second Party Detail**

Name : Hcbs Developments Limited  
H.No/Floor : 205/sf Sector/Ward : 1 LandMark : 6 mlu pkt 7 vardhman bhahnhof plaza  
City/Village : Dwarka District : New delhi State : Delhi  
Phone : 0



Purpose : JOINT DEVELOPMENT AGREEMENT

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

**JOINT DEVELOPMENT AGREEMENT**

THIS JOINT DEVELOPMENT AGREEMENT is executed at Gurgaon on this 25<sup>th</sup> day of October, 2018

**BETWEEN**

Care Realtech Private Limited a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAHNHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its authorized signatory Mr. Pawan Lohia who has been empowered in this behalf vide Board Resolution dated 23rd October, 2018 which has been annexed herewith as Annexure A and the same shall be deemed to form a part and parcel of this Joint Development Agreement (hereinafter called the "Land Owner") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

For Care Realtech Pvt. Ltd.

*[Signature]*  
Auth. Signatory  
Land Owner

For HCBS Developments Ltd,

*[Signature]*  
Auth. Signatory

For HCBS Developments Ltd,

*[Signature]*

Auth. Signatory

*[Signature]*

प्रलेख नः:4480

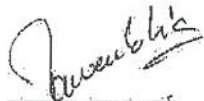
दिनांक:25-10-2018

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	कादीपुर
गांव/शहर	टीकमपुर


  

धन संबंधी विवरण		
राशि 20187500 रुपये	स्टाम्प ड्यूटी की राशि 403750 रुपये	
स्टाम्प नं : g0y2018j1336	स्टाम्प की राशि 101 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	पेस्टिंग शुल्क 0 रुपये	
DeficiencyStampno: g0y2018j1204g0y2018j2144	DeficientGrnno: 4172104241770780	* DeficiencyAmt: 325000109500
Drafted By: shiv kumar adv	Service Charge:0	

यह प्रलेख आज दिनांक 25-10-2018 दिन गुरुवार समय 6:14:00 PM बजे श्री/श्रीमती /कुमारी CARE REALTECH PVT LTD.thru.PAWAN LOHIA/OTHER निवास UNIT NO. 205 SF PLOT NO. 6 VARDHMAN BHABNH OF PLAZA MLU PKT 7 SEC. 12 DWARKA NEW DELHIद्वारा पंजीकरण हेतु प्रस्तुत किया गया।

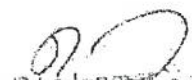


हस्ताक्षर प्रस्तुतकर्ता  
CARE REALTECH PVT LTD.

  
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS HCBS DEVELOPMENTS LTD. thru THRU- RAMESH KUMAR YADAVOTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR SINGH पिता --- निवासी ADV. GURUGRAM व श्री/श्रीमती /कुमारी KULDEEP पिता WAZIR SINGH निवासी VPO FARMANA DISTT. ROHTAK के की।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



  
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

  
Signature



AND

M/s HCBS Developments Limited, a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAIKHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its authorized signatory Mr. Ramesh Kumar Yadav who has been empowered in this behalf vide Board Resolution dated 23rd October, 2018 which has been annexed herewith as Annexure A and the same shall be deemed to form a part and parcel of this Joint Development Agreement (hereinafter called the "DEVELOPER") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the above-named Land Owner is full-fledged and lawful owner in possession of land bearing Khewat Khata No 88/101, Rect.No. 13, Kila No 2/2/1(5-6), 9/2(6-8), 10(7-12), 11(7-12), 12/1/1(1-19), 20/2(5-12), Kita 6, Total Land Measuring 34. Kanal 9 Marla upto the extent of 172/689 share which comes to 8 Kanal 12 Marla situated in the revenue estate of Village Teekampur Tehsil & District Gurgaon, Haryana (hereinafter referred to as the said Land parcel No. 1) by way of Vasika No. 28644 dated 09/12/2016 and exchange Deed No.2524 dated 12/10/2017 and sanctioned mutation No. 672;

AND WHEREAS the Owners are desirous of developing a Residential Group Housing Complex on the said Land. Since the Owners are not fully equipped to execute and complete the work of development and construction of the said residential Complex, the Owners have requested the Developer to obtain permissions for change of land use, obtain licenses and other approvals, get the building plans sanctioned/approved from the competent Authority and thereafter develop the said Residential Complex on the said land either on its own or in Joint Development with a third-party as and by way of joint development deed and /or joint-venture agreement on mutually agreed terms and conditions in a time bound manner as contemplated in the present agreement;

AND WHEREAS the Owners have assured the Developer that the said land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the Owners have a perfect and legal title to the said land and are fully entitled in law to deal with the same;

AND WHEREAS the Developer has agreed to undertake the development and construction of the said land strictly in accordance with Haryana RERA/ RERA provisions and shall be solely responsible and liable for the compliances. Parties shall be bound by the Real Estate Regulatory Act (RERA) and Rules framed thereon. The Land Owners shall be solely responsible and liable for any title related issues with respect to the said land parcels. In case there is any title related dispute between Land Owners and Developer, the parties shall be bound by the RERA Act and Rules framed thereon.

For Cure Realtech Pvt. Ltd,

  
Auth. Signatory  
Land Owner

For HCBS Developments Ltd  
  
Auth. Signatory  
Developer



(143)

Reg. No. 4480 Reg. Year 2018-2019 Book No. 1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता thru PAVAN LOHIA OTHER CARE REALTECH PVT LTD.

दावेदार :- thru THRU- RAMESH KUMAR YADAV OTHERMS HCBS DEVELOPMENTS LTD.

गवाह 1 :- SHIV KUMAR SINGH

गवाह 2 :- KULDEEP

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4480 आज दिनांक 25-10-2018 को बही नं 1 जिल्द नं 196 के पृष्ठ नं 170 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 188 के पृष्ठ संख्या 8 से 12 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 25-10-2018



उप/सयुक्त पंजीयन अधिकारी (कादीपुर)

For HCBS Developments Ltd.

Auth. Signatory

AND WHEREAS the Developer has agreed to undertake the development and construction at its own expenses of the said land on the terms and conditions hereinafter mentioned:-

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this Joint Development Agreement between the Owners and the Developer is the said land admeasuring 8 Kanals 12 Marlas situated in revenue estate of Teekampur Tehsil Kadipur District Gurgaon, Haryana falling in Sector 103, Tehsil Kadipur and District Gurgaon, Haryana for utilizing the same for construction and development of the same as a Residential Group housing/Commercial Complex/ any other development (hereinafter referred to as the Project) in accordance with the Rules & Regulation and the terms and conditions of the present agreement and as per the terms and conditions of the license to be granted under the Transit Oriented Development Policy (Notification No. CCP(NCR)/TOD/2016/343 dated the February 09, 2016 read with subsequent amendment) of DTCP and other permissions, sanctions and approvals issued by other statutory authorities/departments.
2. That all expenses involved in and for obtaining licence(s), clearances, permissions and/or sanctions from the concerned authorities as well as raising of construction and developing shall be incurred and paid solely by the Developer.
3. That the Developer shall obtain the license of colony on the aforesaid land strictly within a period of 24 months from the date of signing of this agreement. In case the parties are desirous of extending the timelines for obtaining the license, the same shall be mutually discussed and under no circumstances it would be interpreted as dilution of 'time being essence' of this Agreement.
4. That the Owners will hand over the actual physical possession of the said land to the Developer upon issuance and compliance of Letter of Intent issued by Town and Country Planning Department Haryana for developing the Project. However, In case of any pre requirement on part of Town and Country Planning Department, Haryana, for issuance of LOI/License, the Owners shall hand over actual physical possession of the said Land to the Developer.
5. That the Building Plans for the proposed Residential Complex shall be in conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority/ body or department as may be prescribed /applicable pertaining to the said land as may be in force in the area. The said building plans for the said Group Housing/Commercial Complex shall be filed and got approved for permission to construct the maximum permissible covered area in the said land.

For Care Realtch Pvt. Ltd,

*[Signature]*  
Auth. Signatory  
Landowner

For HCBS

*[Signature]*  
Auth. Signatory

*[Handwritten mark]*

6. That the Developer shall have the right to market and advertise the entire Project under its own brand name or any other brand name as it may deem fit and appropriate in all sources of media at its own cost and expense and the name of the Project/Complex shall be decided by the Developer subject to its strict compliance with the terms and conditions laid down in this Joint Development Agreement. The Developer shall have the rights to sell, transfer Saleable Space in the Project under any brand name and use of logos, marketing material as the Developer may deem fit and proper and the Owners shall have no objection to the same. The Developer shall have the right to collect money from the subsequent purchasers, transferees, third parties towards consideration of the Saleable Space in the entire Project.

7. That the entire sum of the Shared Revenues (as defined hereunder) of the Project shall be distributed between the Owners and Developer in the following Sharing Ratio:

Owners	:	26%
Developer	:	74%

That 26 percent shall be referred to as Owners' Revenue Share and 74 percent shall be referred to as Developer's Revenue Share. The ratio of between Owner and Developer shall be hereinafter be referred to as Sharing Ratio.

It is agreed between the parties that the Owners shall be entitled to the following components of the total revenue generated from the sale of the apartments, school and shops etc. in the proposed Project to third-party/subsequent purchasers:

1. Basic Sales Price (BSP),
2. Preferential Location Charges (PLC),
3. Interest paid by the subsequent purchaser towards the delayed payment,
4. Car Parking Charges,
5. Forfeiture Charges on default by subsequent purchasers (net of litigation expenses, mechanism to be mutually decided)
6. Transfer Charges (till grant of Occupation Certificate read with Clause 50)

hereinafter collectively referred to as Shared Revenues.

The parties agree that the Owners shall not be entitled to revenues generated from:

1. Sale of apartments designated for Economically Weaker Sections (EWS, same as in normal Group Housing Policy), if any. As on date there is no EWS that is likely to be developed under TOD,
2. External Development Charges (EDC), Infrastructure Development Charges (IDC),
3. Club Membership Charges,
4. Interest Free Maintenance Security,
5. Maintenance charges,
6. Stamp Duty Charges and
7. Miscellaneous charges towards registration of Conveyance Deed,

Bar Care Realtech Pvt. Ltd.  
Unit Owner  
Auth. Signatory

For HCBS Developers Pvt. Ltd.  
Developer  
Auth. Signatory

*[Handwritten signature]*

(46)

hereinafter collectively referred to as Developer's Revenues (point 1 to 7 only)

8. That the parties acknowledge that the Sharing Ratio is sacrosanct and shall not change unless the Parties mutually decide to change the same in writing.
9. That an escrow account shall be opened by the Owners and the Developer before launch of the Project and shall be operated by the Escrow Agent in terms of the Escrow Agreement executed by the parties with the Escrow Agent for the purpose of realization of the Shared Revenues from the Project. The Shared Revenues of the Project shall be received/deposited only in the said escrow account. The Owners and the Developer shall execute the Escrow Agreement with the escrow Agent detailing the instructions to the Agent that upon the Shared Revenues being credited in the Escrow Account the same shall be automatically distributed as per the following standing instruction provided to the escrow banker at the time of escrow account opening:
  - (i) That out of Shared Revenues realized from the sale proceeds, the 26 percent towards the Owners' Revenue Share shall immediately stand transferred to the designated bank account of the Owners subject to applicable deduction at source,
  - (ii) That out of balance 74 percent, the Developer shall utilize the same for the Development of the Project in accordance with provisions of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA) amended upto date.
  - (iii) In order to facilitate easy transfer of funds, the escrow account and the individual accounts shall be opened by the Parties in the same bank and same Branch. The individual accounts shall be operated by the respective parties independently and respectively by themselves.

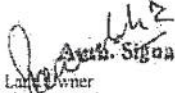
It shall be incumbent upon the Developer to clearly and legibly mention the Escrow Bank Account details in all demand letters, allotment letters, forms, all other booking material.

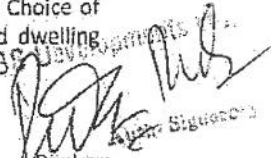
That upon the transfer of fund as per aforesaid mechanism, the Developer shall forthwith provide the calculation of amount receivable from the Owners on account of any portion of Developer's Revenue, GST liability of the Owners, Brokerages etc. The Owners shall within 7 days of receipt of such intimation pay that amount by way of RTGS or any agreeable mode to the Developer.

The parties shall formulate a detailed Mechanism for apportionment of charges as and when required in terms of the present agreement.)

That for the units remaining unsold at the time of grant of occupation certificate w.r.t. the Project, the Developer shall invite the Owners for identifying the Owners' Allocation i.e. 26 percent of the unsold units. The Owner shall get the First Choice of identifying 25% (Twenty Five Percent) of Owners' Allocation of the unsold dwelling

For Care Realtech Pvt. Ltd.

  
Land Owner

For HCB  
  
Developer



units in the Project. The next 25% (Twenty Five Percent) share of the Owners' Allocation shall be identified by the Developer for the Owners. In the same manner balance 25% (Twenty Five Percent) of Owners' Allocation shall be identified by the Owners himself and last 25% (Twenty Five Percent) of the Owners' Allocation shall be identified by the Developer for the Owners. The Developer shall be liable to accept the allocation identified by the Owners in its turn and vice versa. The Owners or its nominees shall have its proportionate indivisible and impartible rights in the common areas and facilities within the said project. The Owners shall be entitled to proportionate share in the balance car parking spaces in the Project the right to use of which remains unassigned at the time of grant of occupation certificate. The Owners' allocation shall have right to all recreational amenities, Common areas, common facilities in the Complex. The Owners shall bear GST at the applicable rate for construction of Owners' Allocation as mentioned in this Clause.

10. That it is agreed between the parties that the Developer shall at its sole discretion enter into agreement as and by way of joint development deed and / or joint-venture agreement with a third-party for development and construction of the said Project on such terms and conditions as agreed between the Developer and such third-party. However, such terms and conditions shall not be at variance with the present agreement and the Developer shall ensure that the share of the Owners under this Joint Development Agreement shall in no manner be affected by any such agreement or deed with any third party under any circumstance whatsoever. It is categorically undertaken by the Developer that the liability and responsibility of complying with the terms and conditions of this Joint Development agreement shall continue to be of the Developer towards the Owners and the developer shall not be absolved thereof. The liability of the Developer shall not be diluted or reduced in any manner notwithstanding any disputes, differences or litigation between the developer and such third party. Furthermore, the Developer shall not be entitled to abandon the project till the complete implementation of this Joint Development agreement. Any litigation between the Developer and such third party shall be solely dealt by the Developer and shall not in any manner whatsoever affect the interest of the project or the Owners. The payment of the Owners shall not be delayed or disturbed. The developer shall keep the Owners indemnified against any such litigation and its adverse consequences. Any delay arising out of such litigation shall not be considered or pleaded as reason for delay of the project.

11. That the entire amount required for the cost of construction of the said Project including but not limited to the charges and fees of the architect(s), preparation of plans, all other statutory fees and charges incidentals including security fees, licence fees, conversion charges, EDC, IDC, electricity and water, security charges, any type of renewal charges payable to the government and/or any other authority/ body/ department for the provision of peripheral or external services to the said land / Project including firefighting equipment / arrangements, internal and external electrification, sewerage treatment plants, septic tanks etc. as may be prescribed by the concerned authority shall be borne solely by the Developer.

For Care Realtch Pvt. Ltd,  
*[Signature]*  
Authorized Signatory

For HCBS Developments Ltd.  
*[Signature]*  
Authorized Signatory  
Developer

*[Signature]*



- 12. That the Owners and the Developer agree and undertake to bear the cost of stamp duty, stamp duty charges, registration charges, miscellaneous expenses towards registration of their respective Units/allocation.
- 13. That all the expenses relating to the aforesaid project including advertisements, drawing of plans, making development including roads, electrical lines, demarcation of plots and other sites, water tanks and construction shall be borne exclusively by the Developer and the Owners shall not be liable to pay any expenses whatsoever in this behalf. GST or any other applicable tax, if any, levied on sale of built up areas shall be collected by the Developer from the allottees and deposited in the Government account and all compliance shall be done in this regard by the Developer only, who shall be solely and fully responsible for all the compliances keeping the Owners completely indemnified provided the Owners reimburses its share of GST collected from the Escrow Account. The Developer shall be solely liable under this agreement for collecting and depositing the GST/ applicable taxes in time bound manner. In order to facilitate smooth running and transparency of the project, the Owners shall depute his one representative to whom all communication regarding the project shall be given and the matters relating to the project shall be discussed with him. Similarly, the Developer shall depute one person who shall not be below the rank of Deputy General Manager for the said purpose.
- 14. That by virtue of this agreement, the Developer shall be entitled to build upon the said land the proposed Project strictly in accordance with the terms of this agreement and subject to the Developer complying with its obligations as set out in this Agreement. The Owners shall grant a special power of attorney to the Developer/it's nominees or the third party appointed under the Joint Development Agreement to be executed with such third party carrying out the development and construction of the proposed Complex to submit applications to various authorities for various requisitions, licenses, permissions, approvals, sanctions, allotment of material and development and completion of the said project. The Owners shall not revoke the said Power of Attorney during the pendency of this agreement subject to the developer or the third party performing its part of the Joint Development agreement.
- 15. That the Developer shall positively apply with the competent authorities for land use conversions, licences etc. before 30<sup>th</sup> of October 2018. The Owners shall be available for registration of the present agreement and Power of Attorney.
- 16. That time is the essence of this Joint Development agreement. The Developer at its own cost shall obtain all necessary licences, approvals and/or sanctions within a period of 24 (Twenty-Four) months from the date of execution of this agreement. The Developer or the third party with which the Developer may enter into any joint venture agreement shall complete the development and construction of the project within the same time period as prescribed for developer and mentioned in Clause 22 herein below.
- 17. That the Developer shall complete the construction of the Complex/Project within a period of 120 months from the date of execution and registration of this Agreement and shall also offer possession of the Owners' allocation in the proposed

For Cara Realty Pvt. Ltd.  
  
 Owner  
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Complex/Project within 120 months of from the date of execution of this Agreement and shall hand over the same in good condition to the Owners fully developed in all respects failing which the developer shall be liable to pay compensation to the Owners at the rate of Rs. 20 per square feet per month. If the developer is unable to complete the construction even within a period of 132 months from the date of execution of this agreement, the Owners at their sole option may cancel, revoke and terminate this Joint Development agreement and in such event the developer or the third party with which the joint venture agreement had been entered into shall have no claims whatsoever against the Owners. This amount of compensation has been mutually calculated taking into account the damages likely to be caused to the Owners on account of non-completion of construction in time. However, in case of non-completion of the said project due to earthquake, lightening, natural calamity, civil commotion or by reason of war or enemy action or act of God or for any other reason Beyond the control of the Developer or not attributable to any act or conduct of the Developer, the said period shall be extended by the period during which such eventualities continue. However, in case the Developer would construct, complete and deliver part of the allocation of the Owners, in that event the liability of the developer to pay compensation shall be only regarding the balance incomplete Units forming part of the Owners' allocation.

- 18. That if required, after obtaining necessary license from DGTCP Haryana, the Owners may be required to sign such documents to be submitted to the Authorities.
- 19. That the Developer at its own cost shall construct on the Land in accordance with the approved plans as may be sanctioned/approved by the competent and concerned Authority(ies), Govt. of Haryana or any other authority with all internal services, amenities, facilities, fittings etc. The Developer shall ensure that construction would be raised by it as per the sanctioned plan and in the event of deviation of consequences including payment of penalty, compounding charges etc. shall be borne by the Developer alone. In case the Developer bears the compounding charges as well as the construction charges, the Developer shall be solely entitled to the additional area so constructed. However, in case the Owners contribute proportionately towards the compounding charges and construction cost, the Owners shall be entitled to such additional area in the sharing ratio.
- 20. That the entire construction, development and internal development including dealing with the DTCP and other State or Centre authorities relating to the construction of the Project shall be carried out by the Developer at its own cost. The construction shall be in accordance with the sanctioned plans and the construction shall be in accordance with the specifications mentioned in Annexure B and Annexure B shall be deemed to form a part and parcel of this Joint Development Agreement. That the Developer undertakes not to do or cause to be done any act, omission or thing which may in any manner contravene any rule, law and regulations or which may amount to breach of any of the terms of this agreement and shall keep the Owners harmless and indemnified against all such claims arising out of any willful act, conduct or omission of the Developer. The Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force

For Care Realtech Pvt. Ltd,

*[Signature]*  
Auth. Signatory

For RCBS Developments Ltd.  
*[Signature]*  
Developer  
Auth. Signatory

*[Signature]*

or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident resulting in injury or damage or death of such workmen or any third party, damage to plant and machinery. All claims and demands during construction shall be settled and cleared by the Developer alone and no liability shall fall upon the Owners. During the course of construction, the Developer at its own cost shall insure the structure against risks of fire and earthquake.

- 21. That the Owners and Developer shall be responsible and liable in respect of income-tax, Goods and Service tax and/or other statutory liabilities as far as their respective share of the built or unbuilt areas of the building or sale proceeds thereof are concerned. However, since this agreement provides for revenue sharing, the responsibility towards GST compliances arising out of this agreement shall be solely done by the Developer and the liability portion of the Owners shall be intimated by the Developer to the Owners beforehand so that the Owners can deposit/reimburse its share with the Developer. In case where the Developer fails to intimate the Owners which results in non-compliance with the GST compliances, the Developer shall indemnify the Owners against any claims, demand, interest, penalty etc. arising out of such non-compliances.
- 22. That if the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the owners are lost on account of any defect in the owners title or any litigation started by any one claiming through the owners or any one claiming title paramount to the owners or on account of any other cause or cases whatsoever including outstanding(s), claim(s) taxes etc., on the Owners, the Owners shall be liable for such damages, losses, costs and/or expenses incurred/sustained by the Developer. The Owners expressly agree to keep the Developer and the intending buyers of whole or part of the Developer share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Land.
- 23. That if there be any claim, demand, tax, litigation of any nature whatsoever against the Owners, having any bearing on the said Land, then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of Owners share.
- 24. That the Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of built or un-built areas of the Complex/Building.
- 25. That this agreement shall always be deemed to subject to the usual force majeure clause and circumstances.

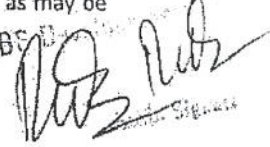
For Care Realtech Ppty Ltd.  
*[Signature]*  
Authorized Signatory

FDI HCBS  
*[Signature]*  
Developer  
Auth. Signatory

*[Signature]*

- 26. That the Owners shall execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) by the Developer/Owners at the cost and expense of the said intending purchaser(s) and shall give the said intending purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.
- 27. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
- 28. That the Owners hereby gives its consent and authorizes the Developer to raise any loan for development of the Project by deposit of title deed with any lender, lending bank/financial institution. The Developer undertakes that the Land Owners' share in the revenues i.e. 26% of the Shared Revenues) shall be throughout the pendency of this agreement be free from any kind of charge, encumbrances or liens etc. The Developer shall appraise the bank and ensure that the lending bank/FIs etc. shall in no way restrict/ stop/ delay the benefits/ entitlement/ receivable/ allocation of the Owners. In case this clause is not fulfilled the Developer shall fully compensate the Owners out of its own account. The Developer confirms that, the Owners shall, in no way, be responsible nor liable for refund of the loan amount taken by the Developer. The Owners shall render all necessary cooperation to the Developer including signing of necessary documents for depositing the original title deeds with the lending bank/financial institution as may be required without creating any liability on the Owners. In the eventuality of the Project being abandoned the developer shall get released the Land from the lending bank/financial institution within 6 months of abandonment/repudiation and deliver the same to the Owners along with the original title documents. That it is specifically agreed between the parties that the liability towards repayment of the loans shall be the sole responsibility of the Developer alone. The Developer shall ensure that any mortgage/lien/equitable mortgage etc. created on any of the plots/independent floors/dwelling units/flats/houses/apartment forming part of Owners' Allocation shall be got cleared by them before handing over possession of such units/ space/ floors/ flats etc. of the Owners Allocation.
- 29. That the parties agree that in case the Owners are desirous of transferring their share of units remaining unsold at the time of grant of occupation certificate as mentioned in Clause 9 to any third party, the same shall be free of cost and independent of any transfer charges to be payable by the Owners to the Developers. However, any subsequent transfer shall be as per charges, terms and conditions as laid down by the Developer/any competent Authority.
- 30. That after completion of development of the Project, the same shall be maintained by an arrangement as decided by the Developer subject to the provisions of Haryana Apartment Ownership Act, 1983 and compliance of all statutory regulations, as may be applicable from time to time.

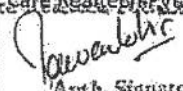
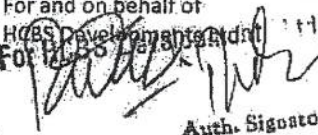

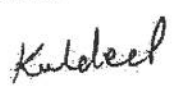
For Care Realtech Pvt. Ltd,  
  
Land Owner  
Auth. Signatory

For HCB  
  
Developer



- 31. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
- 32. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Developer alone.
- 33. Definition of Force Majeure:  
Act of God, strike or lockout, riots, insurrection, war (undeclared or declared), embargo or blockages, floods, explosions, fire or earthquakes, industrial disturbance, inevitable accidents, scrapping of TOD Policy, change in Government policy constraints from courts etc.
- 34. That the common areas and facilities with respect to the entire project shall be maintained by the maintenance agency nominated by the developer. The Owners are conscious and aware that they have no right or claim in the charges collected towards maintenance charges/user charges from the users/occupants of the project for provision of such facilities and amenities.

IN WITNESS WHEREOF, the parties hereto have signed this Joint Development Agreement on the day, month and year first mentioned above.

Drafted by:	
For and on behalf of Care Realtech Pvt. Ltd.  Auth. Signatory Authorised Signatory Land Owners	For and on behalf of HCBS Development Pvt. Ltd. For HBS  Auth. Signatory Authorised Signatory Developer
Witness No. 1  Shiv Kumar Singh Scale Charanpur, Gurugram	Witness No. 2  Kuldeep

For Care Realtech Pvt. Ltd,  
  
 Auth. Signatory  
 Land Owner

Developer



Annexure B

Specifications  
General

- Imported marble or equivalent marble in living and dining area not less than Rs. 150/- sq. ft.
- Wooden flooring in bedrooms.
- Anti skid Ceramic tiles in all balconies
- Hardwood frames with European style
- Teak veneer wood main door
- Anodized/Powder coated aluminum windows/glazing
- Complete Piping for Air Conditioners (except Air Conditioners)
- Sufficient power back-up for each apartment
- Wall Punning in Complete Apartments

Bed Room

- Acrylic Emulsion Paint
- Wooden flooring in bedrooms
- Hardwood door frame with European style flush panel
- Anodized/ powder coated aluminum windows
- Provision for air conditioning/VRV (except Air Conditioners)

Kitchen

- Modular Kitchen. (Accessories if provided in Developer's share).
- Vitrified tiles
- High Ceramics tiles 2.5' above counter top, rest acrylic emulsion paint
- Good quality Granite counter with stainless sink and drain board

Bathroom/ Powder Room, if any

- Granite/Marble Counters with Basin high quality
- Shower cubical in all bathroom (if provided in Developer's share)
- Single lever CP fittings (Grohe/Kohler or equivalent)
- Anti skid tiles

Main lobby

- Air conditioned lobby with luxurious decor & furnishing
- Italian Marble/Granite Flooring floor patterns

Elevators

For Care Realtech Pvt. Ltd.

Land Owner / Auth. Signatory

*[Handwritten Signature]*

For RCBS Development

*[Handwritten Signature]*  
Auth. Signatory  
Developer

*[Handwritten Initials]*

Complex Security

- o Sufficient elevators as per norms
- o Boom gates and manual patrolling at Main Gate
- o 24 hours digital video recording surveillance of building entry points
- o CCTV in secluded areas for monitoring.

Amenities

- o Driver waiting area for refreshing.

Securities

- Gated community with smart access
- Tier-24 Hours CCTV surveillance

Domestic Facilities

- Provision for RO unit
- Sufficient power backup for apartments and common areas
- PNG gas pipeline, if available

For Care & Attention  
 [Signature]  
 Landowner

For HCBS Development Ltd.  
 [Signature]  
 Group Signatory  
 Developer

[Handwritten mark]

Bond



# Indian-Non Judicial Stamp Haryana Government



Date : 16/07/2020

Certificate No. G0P2020G1814



Stamp Duty Paid : ₹ 101

GRN No. 65828245



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Hcbs Development Ltd

Pl.No/Floor : Plotno137

Sector/Ward : 27

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 88\*\*\*\*\*63



Purpose : AGREEMENT to be submitted at Other

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

## ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is executed at Gurgaon on this 16th day of July, 2020

### BETWEEN

Care Realtech Private Limited a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAHNHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its Director Mr. Bhupinder Singh who has been empowered in this behalf vide Board Resolution dated 16th July, 2020 (hereinafter called the "Land Owner") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

### AND

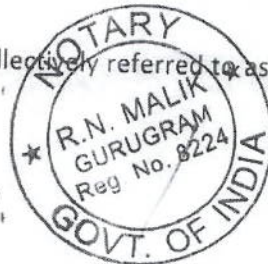
M/s HCBS Developments Limited a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAHNHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its authorized signatory Mr. Ramesh Kumar Yadav who has been empowered in this behalf vide Board Resolution dated 23rd October, 2018 (hereinafter called the "DEVELOPER") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

Land Owner

*[Signature]*  
CARE REALTECH PVT. LTD.

DIRECTOR



For HCBS Developments Ltd,

*[Signature]*  
Developer

Auth. Signatory

*[Signature]*

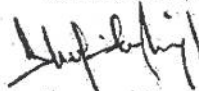
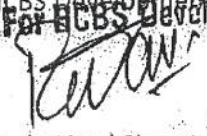

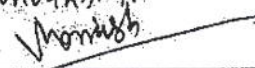


WHEREAS the above-named Land Owner is full-fledged and lawful owner in possession of land bearing Khewat Khata No 88/101, Rect No. 13, Kila No. 11/2(3-0), Kila No 20/2(5-12) which comes to 8 Kanal 12 Marla situated in the revenue estate of Village Teekampur Tehsil & District Gurgaon, Haryana (hereinafter referred to as the said Land parcel No. 1) by way of Vasika No. 23644 dated 09/12/2016 and exchange Deed No.2524 dated 12/10/2017 and sanctioned partition/taksim mutation No. 672;

Whereas the parties have entered into Joint Development Agreement dated 25th October, 2018. AND Whereas it is agreed between the parties that clause no. 15 and 16 of the aforesaid Joint Development Agreement dated 25th October, 2018 shall stand amended as following (the previous clause 15 & 16 stands deleted).

1. Clause 15, that the Developer shall positively apply with the competent authorities for land use conversions, license etc. before 30<sup>th</sup> of October 2018 or as and when the window for applying License for Affordable Group Housing Colony opens up, whichever later.
2. Clause 16 is amended now that the developer can obtain license within next 12 months from the execution of this Addendum Agreement. Further it is agreed between the parties that Joint Development Agreement dated 25th October, 2018 is irrevocable and the license is for Affordable Group Housing Colony.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum Agreement.

For and on behalf of Care Realtech Pvt. Ltd. CARE REALTECH PVT. LTD.  Authorised Signatory DIRECTOR Land Owners	For and on behalf of HCBS Developments Ltd. <del>For HCBS Developments Ltd.</del>  Auth. Signatory Authorised Signatory Developer
Witness No. 1 <i>Juleep Kumar</i> <i>Sh. Rajiv Singh, Ho. No-6</i> <i>C-10, No. Gurgaon.</i> 	Witness No. 2 <i>MANISH RAJARIYA S/O</i> <i>SH. MANJAL SINGH.</i> <i>Flr. No-311/19, KRISHNA COLONY,</i> <i>Flr. No-09, GURUGRAM.</i> 



Land Owner

Developer

ATTESTED

R.N. MALIK, ADVOCATE  
 NOTARY, GURUGRAM, HR. (INDIA)

Brand



Indian-Non Judicial Stamp  
Haryana Government



Date : 02/12/2020

Certificate No. GOB2020L1747



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 69574990



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Hcbs Development Ltd

H.No/Floor : Plotno137

Sector/Ward : 27

Landmark : Na

City/Village : Gurugram

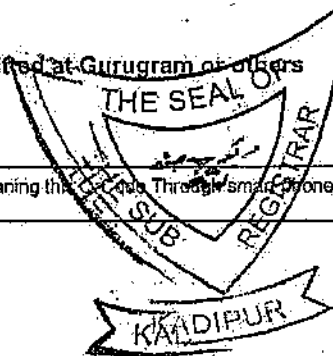
District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*38



Purpose : ADDENDUM AGREEMENT to be submitted at Gurugram or others



3235

The authenticity of this document can be verified by scanning the QR code through smart phone or on the website <https://agr.hry.nic.in>

3/12/2020

ADDENDUM AGREEMENT/TITANMA AGREEMENT

1. Stamp Duty : 101 .
2. Stamp Certificate No. & Date : GOB2020L1747/0212.2020
3. Stamp GRN No. : 69574990

RF deposit GRN No. 69928413 dated 03,12.2020.Amount Rs. 110/-

For Care Realtych Pvt. Ltd.

Land Owner

*Mukta*

For HCBS Development's Pvt.Ltd

Developer

Developer

प्रलेख नः3235

दिनांक:03-12-2020

डीड संबंधी विवरण

डीड का नाम TARTIMA  
तहसील/सब-तहसील कादीपुर  
गांव/शहर टीकमपुर

धन संबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : G08202011747

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:69928413

पेस्टिंग शुल्क 3 रुपये

Drafted By: DEEPAK KUMAR ADV

Service Charge:200

प्रलेख आज दिनांक 03-12-2020 दिन गुरुवार समय 3:35:00 PM बजे श्री/श्रीमती /कुमारी  
ARE REVA TECH PVT LTD द्वारा KULDEEP KUMAR OTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

अक्षर प्रस्तुतकर्ता  
ARE REVA TECH PVT LTD

प्रस्तुत पेशकर्ता व श्री/श्रीमती /कुमारी ARE REVA TECH PVT LTD द्वारा KULDEEP KUMAR OTHER द्वारा  
प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों  
पुनः तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK पिता --- निवासी ADV G  
श्रीमती /कुमारी SHIV KUMAR पिता ---  
वासी ADV GGM ने की।  
पक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह पक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

दिनांक 03-12-2020

THIS ADDENDUM AGREEMENT is executed at Sub Tehsil Kadipur Distt. Gurugram on this 03<sup>rd</sup> day of December, 2020

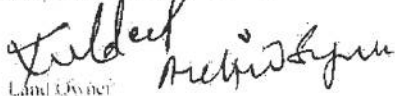
**BETWEEN**

Care Realtech Private Limited a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAHNHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its authorized signatory **Mr. Kuldeep Kumar** (Aadhar No. 2916 4808 4944) S/o Sh. Wazir Singh who has been empowered in this behalf vide Board Resolution dated 02<sup>nd</sup> December 2020 (hereinafter called the "Land Owner") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

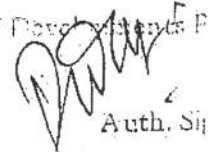
**AND**

M/s HCBS Developments Limited a company incorporated under the Companies Act 1956 having its office at UNIT NO. 205, S/F, PLOT NO. 6, VARDHMAN BHAHNHOF PLAZA, MLU PKT-7, SECTOR-12, DWARKA, NEW DELHI-110078 through its authorized signatory **Mr. Ramesh Kumar Yadav** (Aadhar No. 4672 0445 3330) S/o Sh. Jagram who has been empowered in this behalf vide Board Resolution dated 02<sup>nd</sup> December 2020 (hereinafter called the "DEVELOPER") which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

For Care Realtech Pvt. Ltd.

  
Land Owner

For HCBS Developments P

  
Auth. Sign

Developer



Reg. No.

Reg. Year

Book No.

3235

2020-2021

1



पेशकर्ता

दावेदार

गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru KULDEEP KUMAR OTHER CARE REALTECH PVT

ID

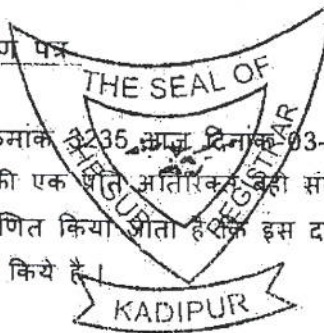
दावेदार :- thru RAMESH KUMAR YADAV OTHER HCBS DEVELOPMENTS

ID

गवाह 1 :- DEEPAK

गवाह 2 :- SHIV KUMAR

प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3235 आज दिनांक 03-12-2020 को बही नं 1 जिल्द नं 22 पृष्ठ नं 46.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 945 के पृष्ठ संख्या 45 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 03-12-2020

उप/सयुक्त पंजीयन अधिकारी( कादीपुर )

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the above-named Land Owner is full-fledged and lawful owner in possession of land bearing Khewat Khata No 88/101, Rect No. 13, Kila No. 11/2(3-0), Kila No 20/2(5-12) which comes to 8 Kanal 12 Marla situated in the revenue estate of Village Teekampur Tehsil & District Gurgaon, Haryana (hereinafter referred to as the said Land parcel No. 1) by way of Vasika No. 23644 dated 09/12/2016 and exchange Deed No.2524 dated 12/10/2017 and sanctioned partition/taksim mutation No. 672;

Whereas the parties have entered into Joint Development Agreement dated 25th October, 2018.

AND Whereas it is agreed between the parties that clause no. 15 and 16 of the aforesaid Joint Development Agreement dated 25th October, 2018 shall stand amended as following (the previous clause 15 & 16 stands deleted).

1. Clause 15, that the Developer shall positively apply with the competent authorities for land use conversions, license etc. before 30<sup>th</sup> of October 2018 or as and when the window for applying License for Affordable Group Housing Colony opens up, whichever later.
2. Clause 16 is amended now that the developer can obtain license within next 12 months from the execution of this Addendum Agreement. Further it is agreed between the parties that Joint Development Agreement dated 25th October, 2018 is irrevocable and the license is for Affordable Group

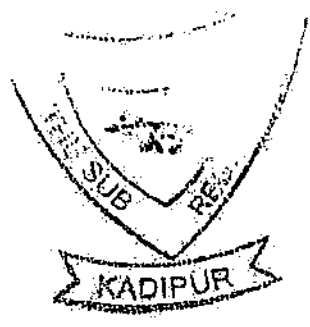
Housing Colony,  
For Care Realtch Pvt, Ltd.

Land Owner

Director / Anshu Singh

For HCPS Development Pvt. Ltd

Auth. Signator  
Developer



Drafted By:-  
**Deepak Kumar**  
Advocate  
Distt. Court, Gurugram


IN WITNESS WHEREOF, the parties hereto have signed this  
Addendum Agreement.


<p>For and on behalf of Care Realtech Pvt. Ltd.</p> <p><i>For Care Realtech Pvt. Ltd.</i> <i>[Signature]</i> Authorised Signatory Land Owners</p>	<p>For and on behalf of HCBS Developments Ltd.</p> <p><i>For HCBS Developments Pvt. Ltd.</i> <i>[Signature]</i> Auth. Signatory Authorised Signatory Developer</p>
<p>Witness No. 1</p> <p><i>[Signature]</i> <b>Deepak Kumar</b> Advocate Distt. Court, Gurugram</p>	<p>Witness No. 2</p> <p><i>[Signature]</i> <b>Shiv Kumar Singh</b> Advocate Distt. Court, Gurugram</p>

*[Signature]*  
Land Owner

*[Signature]*  
Developer



DDO Code: 0369		E - CHALLAN		Candidate Copy	
Government of Haryana					
Valid Upto: 10-12-2020 (Cash)		04-12-2020 (Chq./DD)			
GRN No.: 0069928413		Date: 03 Dec 2020 12:11:18			
Office Name: 0369-NIAB TEHSILDAR KADIPUR					
Treasury: Gurgaon					
Period: (2020-21) One Time					
Head of Account			Amount ₹		
0030-03-104-99-51 Fees for Registration			110		
PD AcNo 0					
Deduction Amount: ₹			0		
Total/Net Amount: ₹			110		
₹ One Hundred and Ten Rupees					
Tenderer's Detail					
GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: HCBS DEVELOPMENTS					
Address: LIMITED RESIDENT OF DELHI					
Particulars: RE AND PF					
Cheque/DD- Detail:			Depositor's Signature		
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		000150999138103122020			
Payment Date:		03/12/2020			
Bank:		SBI Aggregator			
Status:		Success			

DDO Code: 0369		E - CHALLAN		AG/Dept Copy	
Government of Haryana					
Valid Upto: 10-12-2020 (Cash)		04-12-2020 (Chq./DD)			
GRN No.: 0069928413		Date: 03 Dec 2020 12:11:18			
Office Name: 0369-NIAB TEHSILDAR KADIPUR					
Treasury: Gurgaon					
Period: (2020-21) One Time					
Head of Account			Amount ₹		
0030-03-104-99-51 Fees for Registration			110		
PD AcNo 0					
Deduction Amount: ₹			0		
Total/Net Amount: ₹			110		
₹ One Hundred and Ten only					
Tenderer's Detail					
GPF/PRAN/TIN/Actl. no./VehicleNo/TaxId:-					
PAN No:					
Tenderer's Name: HCBS DEVELOPMENTS					
Address: LIMITED RESIDENT OF DELHI					
Particulars: RE AND PF					
Cheque/DD- Detail:			Depositor's Signature		
FOR USE IN RECEIVING BANK					
Bank CIN/Ref No:		000150999138103122020			
Payment Date:		03/12/2020			
Bank:		SBI Aggregator			
Status:		Success			

\* Note:- Depositor should approach treasury for judicial stamps etc. after verifying successful Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque/DD.