2292



ADDENDUM TO COLLABORATION AGREEMENT DATED 12Th OF FEBRUARY 2020

This Addendum to the Collaboration Agreement is being made and executed at Gurugram on 29th June, 2021

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

BADSHAHPUR

BY AT BETWEEN:

Sh. Barneet Singh son of, Sh. Rao Narbir Singh Resident of 261/18 Civil Line, Gurugram, Haryana (Hereinafter referred to as the 'FIRST PARTY' which expression shall unless repugnant or opposed to the context, shall deem to include their respective heirs, successors, assigns, executors as well).

AND

Borner

For AB NEALTY PVT. LTD.

दिनांक:29-06-2021

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

बादशाहपुर

गांव/शहर

बहरामपुर

धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : G0292021F1616

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:78625197

पेस्टिंग श्ल्क 3 रुपये

रुपये

Drafted By: J.P.SHARMA ADV

Service Charge:200

यह प्रलेख आज दिनाक 29-06-2021 दिन मंगलवार समय 3:29:00 PM बजे श्री/श्रीमती /कुमारी

BARNEET SINGH पुत्र RAO NARBIR SINGH निवास CIVIL LINE GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया

Bornert

हस्ताक्षर प्रस्तुतकर्ता BARNFET SINGU



उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ABREAUTY PATTI ED thru SUNIEMEITE ADTIER हाजिर है । प्रतृत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारी J P SHARMA पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी SURAL BHAN पिता ---

निवासी GURUGRAM ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयंक्त पंजीयन अधिकारी(बादशाहपुर)

M/s AB Realty Private Limited, having its registered office at 261/18 Civil Line, Gurugram, Haryana through its authorised signatory 1256Shri Sunil Mehta son of Sh. R.C. Mehta. Mr. Sunil Mehta has been authorised to enter upon the present Addendum vide Resolution passed on 31st March 2021), (Hereinafter referred to as the 'SECOND PARTY' which expression shall deem to include, unless repugnant or opposed to the context here of, its successors in interest, assigns, nominees etc.)

AND WHEREAS the First Party is owner of land measuring 12.10625 acres situated in the revenue estate of village Behrampur, Sector 73, District Gurugram (hereinafter referred to as the 'said land'). The details of the 'said land' have been mentioned in schedule 1 which is part of this Addendum.

AND WHEREAS the First Party and the Second Party had entered upon a collaboration agreement whereby the 'said land' was proposed to be developed as a Affordable Plotted Colony under Deen Dayal Jan Awas Yojna. A collaboration agreement bearing pralekh number (Reg. No.) 14308 & 14307 dated 12th of February 2020 had been executed and got registered between the parties hereto, whereby the terms and conditions relating to the development had been agreed.

AND WHEREAS in terms of the said Collaboration Agreement, the First Party had executed and got registered a General Power of Attorney bearing Pralekh No. 199 & 200 dated 12th of February 2020 in favour of the Second Party.

AND WHEREAS on account of various reasons it was seen that there is no financial viability at that point of time, at the instance of the Fist Party, the Development process of the proposed Colony could not be continued with. That recently the parties hereto met with each other and discussed among themselves as to what nature of development may be undertaken upon the 'said land' which may be beneficial to both the parties hereto. These negotiations concluded to the fact that a change in the percentage share for development of a plotted colony under the Deen Dayal Jan Awas Yojna (said policy) as suggested by the second Party would be a better development of the

Barnet

For AB REALTY PVT. LTD.

Reg. No.

Req. Year

Book No.

2292

2021-2022









THE SEAL OF

MADSHAHPUR



पेशकर्ता

दावेदार

गवाह

पेशकर्ता :- BARNEET SINGH Berneut

दावेदार :- thru Sun MEHTAOTHERAB REALTY

LTD

गवाह 1 :- JP SHARMA

गवाह 2 :- SURAJ BHAN

प्रमाण पत्र

उप/सयंक्त पंजीयन अधिकारी

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2292 आज दिनांक 29-06-2021 को बही नं 1 जिल्द नं 1262 के पृष्ठ नं 43 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 124 के पृष्ठ संख्या 33 से 34 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामने किये है ।

दिनांक 29-06-2021

उप/सयुंक्त पंजीयन अधिकारी(बादशाहपुर)

'said land' which shall be to the benefit of both the parties hereto. Subsequently other terms and conditions which may be required to be agreed upon for development of the 'said land' under the 'said policy' were duly negotiated and agreed upon between the parties hereto. It has been decided by the parties hereto to execute the present Addendum to the Collaboration Agreement in order to substantiate and quantify all terms and conditions relating to development of the 'said land'.

AND WHEREAS the terms of the present Addendum shall prevail upon and supersede the terms and conditions of the Collaboration Agreement Dated 12th February 2020 wherever there be a contradiction or a need for preference.

Now this addendum witnesses as under:

- 1. That the Second Party shall proceed to file appropriate applications, documentation etc. before all concerned authorities and departments as may be required for obtaining permission, licences, sanctions etc. from the concerned authority for development of a plotted colony under the said policy upon the 'said land'.
- 2. That the First Party shall execute and get registered a General Power of Attorney for the purposes of development of the 'said land' under the said policy. These Power of Attorney shall be executed and got registered by the First Party in favour of the Second Party or its Nominee/(s) simultaneously with the execution of the present Addendum.
- 3. That the Second Party shall bear all the expenses and costs as may be required in obtaining the requisite permissions, sanctions, licences etc. for developing a plotted colony upon the 'said land'. That any undertaking, agreement, affidavit, and any commitment made by the Second Party for payment of EDC, IDC or any other type of dues which are required to be paid for development shall always be the

FOR AB REALTY PVT. LTD

Authorised signatory

Barrel



- responsibility and liability of the Second Party. In this regard, the First Party or their 'land' cannot be fastened with such liability at any point of time.
- 4. The Second Party shall bear all the expenses and costs as may be required for development and completion of a Plotted Colony upon the 'said land'.
- 5. That the Saleable Area which may be achieved of the 'said land' through the present Addendum, shall be shared by the parties hereto in the proportion of **70%**: **30%** that is 70% of the First Party and 30% of the Second Party for the developed plots where the second party shall construct the plot and be liable for the sale of the plots. For the sale of vacant plots the percentage shall be **90%**:**10%** that is 90% of the First Party and 10% of the second party.
- 6. That in case any application, affidavit, document, bond etc of the First Party required for implementing the present Addendum, that the First Party shall be bound to execute the same. Similarly, in case personal presence of the First Party, before any authority, is required for implementing the present Addendum that the First Party shall remain bound to come present before such authority. However, all the financial responsibilities for obtaining license, necessary permissions, sanctions etc. shall always be of the Second Party and the First Party and their 'land' cannot be fastened with any financial liability.
- 7. That on allocation of the 70% of constructed plots and 10% of the Plotted Area after receiving all sanctions and registration with HRERA, the Second Party would be entitled to get the General Power of Attorney executed and registered for their Share of Allocation i.e. 30% of constructed plots and 10% of the Plotted Area.
- 8. That the Second Party shall be responsible for compliance of all terms & conditions of licence/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

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Authorised signatory



. . .

This agreement shall be irrevocable and no modification/alteration etc in the terms & conditions of such agreement can be undertaken, except after obtaining prior approval of the DTCP, Haryana.

J.P. SHARMA

FIRST PARTY Distt. Court Gurugram

SECOND PARTY

FOR AB REALTY PVT. LTD.

1. Sh. Barneet Singh son of Sh. Rao Narbir Singh

M/s AB Realty private limited having its registered office at 261/18 Civil Line, Gurugram through its authorised signatory Shri Sunil Mehta

Witnesses:

Advocate Advocate

Distt. Court Gurugram

2.

SURAJ BHAN SID PARBHU DAYAL RIO HARSARU GURUGRAW (MK.) J. IR, SHARMA Advocate Distt. Court Gurugram



J. P. SHARMA Advocate Disit. Court Gurugram

Schedule-1

Land owned by Sh. Barneet Singh:

<u>Village</u>	Rect. No.	Killa No.	Area (K-M)
Behrampur	16	13/2	5-2
		14	8-0
		15	8-0
		16	8-0
Chewat	11/8	17	8-0
1. 0 1-		18/1	5-2
Chala	(1 /1)	6	8-0
		7	8-0
		8/1/1	5-1
	17	10	8-0
		11	8-0
		12/1	2-12
		19/2	0-8
		20/1	7-11
		9/2	5-0
	16	13/1/2	0-7
		18/2/1	1-14
		TOTAL	96-17 or 12.10625 acres

SECOND PARTY

Barnet FIRST PARTY

