Non Judicial



## Indian-Non Judicial Stamp Haryana Government



16/04/2021

Certificate No.

GRN No.

G0P2021D653

76428869

Stamp Duty Paid: ₹ 101

₹ 0

Seller / First Party Detail

Buyer / Second Party Detail

Name:

Brisk infratructure and Developers pvt ltd

H.No/Floor: B1/1001

Sector/Ward: Na

District: Delhi

LandMark:

Vasant kunj

Penalty:

(Rs. Zero Only)

City/Village: New delhi

State:

Delhi

Phone:

Name:

Gillson chits pvt ltd

H.No/Floor: B1/1001

Sector/Ward: Na

LandMark: Vasant kunj

City/Village:

New delhi

District: Delhi

State:

Delhi

Purpose:

Phone:

ADDENDUM TO COLLABORATION AGREEMENT

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

# ADDENDUM TO COLLABORATION AGREEMENT

This Addendum to the Collaboration Agreement No. 2185 dated 27.04.2011 (First Addendum) is made and executed at Gurugram on 30.03.2021

#### BY AND BETWEEN

Brisk Infrastructure & Developers Private Limited, a Company incorporated under the Companies Act, 1956 (as amended/repealed thereof up-to date) having its registered office at B-1/1001, Vasant Kunj, New Delhi-110070 (hereinafter referred to as "Brisk"), which

दिनांक:19-04-2021

डीड सबंधी विवरण

डीड का नाम

TARTIMA

तहसील/सब-तहसील

गुरुग्राम

गांव/शहर

हुड़ा के सैक्टर

# धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 3 रुपये

स्टाम्प नं : G0P2021D653

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:76560554

पेस्टिंग शुल्क 3 रुपये

रुपये

Drafted By: RAMNIWAS ADV

Service Charge:200

यह प्रलेख आज दिनाक 19-04-2021 दिन सोमवार समय 11:47:00 AM बजे श्री/श्रीमती /कुमारी

BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTDthru ASHOK KUMAROTHER निवास B 1/1001 VASANT

KUNJ NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/सयंक्त पंजीयन अधिकारी (गुरुग्राम )

Ares

हस्ताक्षर प्रस्तुतकर्ता

BRISK INFRASTRUCTURE AND DEVELOPERS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुर्मारी GILLSON CHITS PVT LTD thru THRU- HARISH KUMAROTHER हाजिर है | प्रत्त प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारी MK CHAUHAN पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी PAWAN VERMAपिता MAHAVIR

निवासी NEW HOUSING BOARD DADRI GATE BHIWANI HRने की |

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

उप/सयुंक्त पंजीयन अधिकारी( गुरुग्राम )

expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business, authorized representatives and assigns of ONE PART/FIRST PARTY, through its duly authorized signatory Sh. Ashok Kumar S/O Sh. Mahavir Prasad, ADHAR No. 6475 6323 4205.

#### AND

Gillson Chits Private Limited, a Company incorporated under the Companies Act, 1956 (as amended/repealed thereof up-to date) having its registered office at B-1/1001, Vasant Kunj, New Delhi-110070 (hereinafter referred to as "GCPL"), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business, authorized representatives and assigns of OTHER PART/SECOND PARTY, through its duly authorized signatory Sh. Harish Kumar S/O Late Sh. Hari Om Singh, ADHAR No. 2936 4898 3017.

(First Party and Second Party are hereinafter collectively referred to as the "Parties and individually as "Party").

#### WHEREAS:

- A. Brisk is a part of leading group of Delhi having interest & currently engaged in the business of developers, colonizer, education, financing in India and inter alia engaged in the business of construction, development, sale, supply, consultancy, designing and delivery of houses etc.
  - B. GCPL is engaged in the business of collective funding & purchasing lands for development of various projects and owning a total piece of land admeasuring 32 Kanal 19 Marla situated in the revenue estate of Village, Chauma, Tehsil & District, Gurugram, Haryana as mentioned in detail in the Collaboration Agreement dated 27.04.2011.

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Reg. No.

Reg. Year

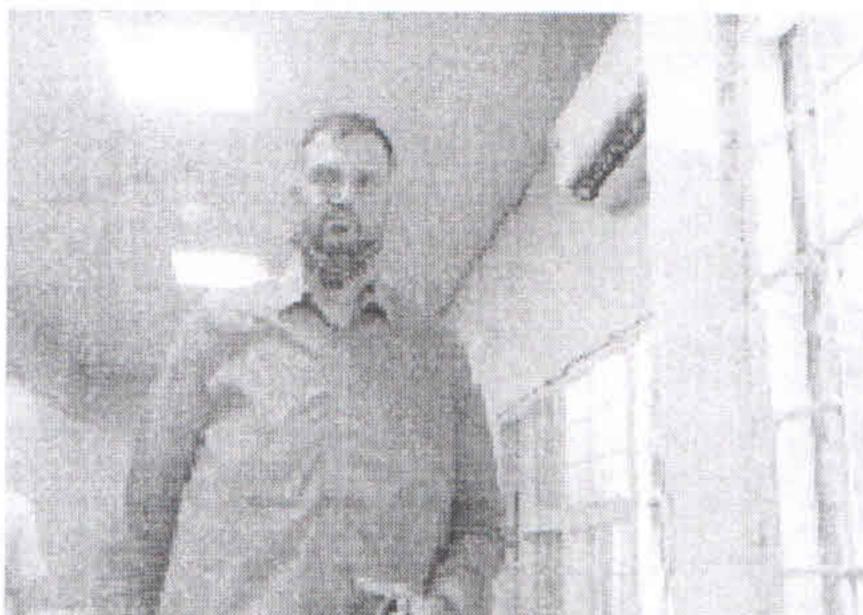
Book No.

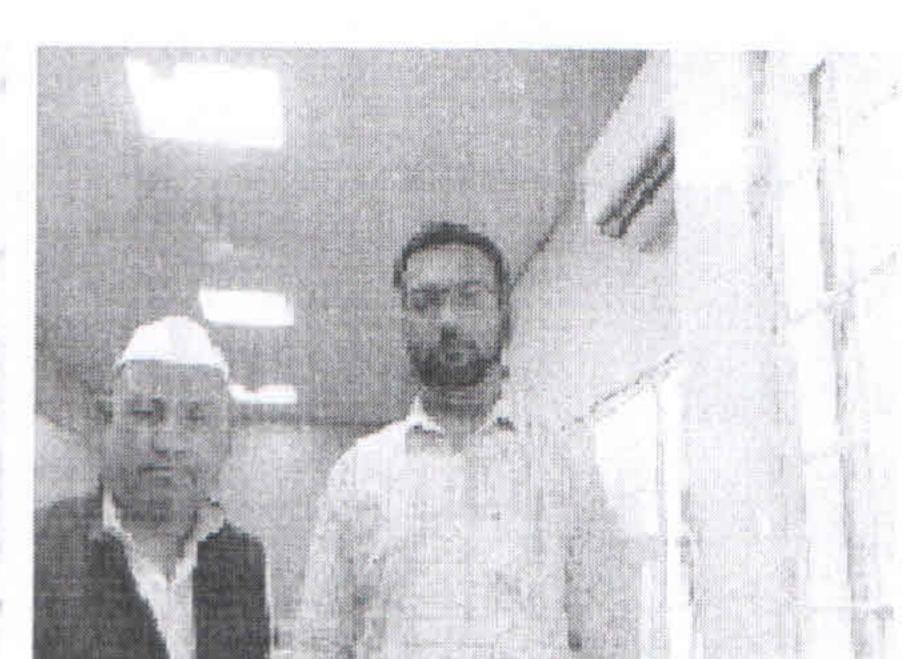
598

2021-2022

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पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru ASHOK KUMAROTHER BRISK INFRASTRUCTURE AND DEVELOPERS

दावेदार :- hru THRU- HARISH KUMAROTHERGILLSON CHITS PVT

LTD

गवाह 1 :- MK CHAUHAN

Menz

गवाह 2 :- PAWAN VERMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 598 आज दिनांक 19-04-2021 को बही नं 1 जिल्द नं 50 के पृष्ठ नं 37.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1572 के पृष्ठ संख्या 59 से 60 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 19-04-2021

उप/सयुंक्त पंजीयन अधिकारी( गुरुग्राम )

- C. The Parties entered into and executed a Collaboration Agreement dated 27.04.2011 (Collaboration Agreement), for development and delivery of a commercial hub at Sector 109, Village Chauma, Tehsil & District Gurugram (referred to as "Project").
- D. The Parties have mutually agreed to amend certain terms of the Collaboration Agreement. Except the terms as stated hereinafter, all the other terms and conditions of the Collaboration Agreement shall remain in force and binding on the Parties.

# NOW, THEREFORE, THIS ADDENDUM TO THE COLLABORATION AGREEMENT WITNESSETH AS UNDER:

#### 1. INTERPRETATION

- 1.1. Capitalized terms used and not specifically defined herein shall have the meaning ascribed to them under the Collaboration Agreement.
- 1.2. The terms and conditions of this Addendum shall be read and interpreted in conjunction with those of the Collaboration Agreement. In the event of there being an inconsistency in the interpretation of the provisions of the Collaboration Agreement and this Addendum, the terms of Addendum shall take preference.
- 1.3. Except as modified by this Addendum, all other terms and conditions of the Collaboration Agreement shall remain unchanged, shall have full force and shall be enforceable between the Parties.

### 2. AMENDMENT

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The Parties have agreed that the following amendments/modifications and replacements are required to be made to the Collaboration Agreement:

2.1. Clause 3 of the Collaboration Agreement is hereby removed in its entirety and replaced by the following Clause 3:

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- 3. It is agreed by the parties to this Collaboration Agreement that this Agreement is not terminable and amendable by the parties during its entire tenure and shall be irrevocable.
- 2.2. Clause 5 of the Collaboration Agreement is hereby removed and omitted in its entirety.

## 3. MISCELLANEOUS

- 3.1. This Addendum shall form an integral part of the Collaboration Agreement.
- 3.2. Except to the extent specified in this Addendum, all the terms of the Collaboration Agreement shall remain unchanged and nothing contained herein shall change or alter in any manner whatsoever the validity, enforceability and interpretation of the Collaboration Agreement.
- 3.3. This Addendum shall in all respects be governed and interpreted by and construed in accordance with the laws of the Republic of India. All claims, disputes and other matters in question arising out of or related to this Addendum shall be submitted to final and binding arbitration in the manner stated in Clause 14 of the Collaboration Agreement.
- "3.4." This Addendum shall be co-terminus with the Collaboration Agreement.
- 3.5. Each Party represents and warrants to each of the other Party that, (i) it is duly organized validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has all requisite power and authority to enter into this Addendum, to perform its obligations hereunder and thereunder and the same will not result in any material violation or breach of or default under any applicable law to which such Party is subject, (iii) all corporate acts and other proceedings required to be taken by each of the Party to authorize the execution, delivery and performance of this Addendum have been duly and properly taken; and (iv) this Addendum shall constitute a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

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3.6. This Addendum shall be executed in several counterparts as mutually decided by the Parties, each of which shall constitute the original but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Addendum on the date first above mentioned.

RAM NIWAS ABVOCATE
Distt. Court, Eurgaen (Hr.)

DRAFTED BY

WITNESSES

Mahesh K. Chauhan
Advocate
Distt. Courts, Gurugram

M/s Brisk Infrastructure & Developers
Private Limited through its duly authorized
signatory Sh. Ashok Kumar

Sh. Pawan Verma
S/o Sh. Mahavir
R/o New Housing Board
Dadri Gate, Bhiwani, Haryana

M/s Gillson Chits Private Limited
through its duly authorized signatory
Sh. Harish Kumar

