

10972  
11/02/2022

Non Judicial

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 10/02/2022

Certificate No. G0J2022B1233



GRN No. 87099820

Stamp Duty Paid : ₹ 3190000  
(Rs. Only)Penalty : ₹ 0  
(Rs. Zero Only)**Seller / First Party Detail**

Name: Amargyan Development Private limited

H.No/Floor : 306/308

Sector/Ward : X

LandMark : Square one c 2 district centre

City/Village : Saket

District : New delhi

State : Delhi

Phone: 92\*\*\*\*\*97

Others : Snow white buildcon pvt ltd

**Buyer / Second Party Detail**

Name : Emaar India Limited

H.No/Floor : 306/308

Sector/Ward : X

LandMark : Square one c2 district centre

City/Village : Saket

District : New delhi

State : Delhi

Phone : 92\*\*\*\*\*97

Purpose : Non Judicial Stamp Paper For Collaboration Agreement

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

Type of Deed	: Supplementary Agreement
Name of village /city & code	: Begampur Khatola
Tehsil & District	: Kadipur, Gurugram
Type of Property	: Agriculture
Unit Land	: 36 Kanal 9 Marla
Stamp Duty	: Rs.31,90,000/-
Value on which Stamp Duty Paid	: 15,11,57,000/-
Stamp Certificate & Date	: G0J2022B1233/10.02.2022
Registration Fee	: Rs. 50,003/-
Registration Fee GRN	: 87100099

This Supplementary Agreement ("Agreement") is made and executed at Gurugram on this 10<sup>th</sup> day of February, 2022:

For Snow White Buildcon Pvt Ltd.

For Amargyan Development Pvt Ltd.

Director/Auth Signatory

Director/Auth Signatory



प्रलेख न:10972

दिनांक:11-02-2022

**डीड संबंधी विवरण**

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर बेगमपुर खटोला

**धन संबंधी विवरण**

राशि 151156992 रुपये

स्टाम्प ड्यूटी की राशि 3023140 रुपये

स्टाम्प नं : g0j2022b1233

स्टाम्प की राशि 3190000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:87100099

पेस्टिंग शुल्क 0 रुपये

Drafted By: T C KHATANA ADV


Service Charge:0

यह प्रलेख आज दिनांक 11-02-2022 दिन शुक्रवार समय 5:39:00 PM बजे श्री/श्रीमती /कुमारी

Amargyan Development P. Ltd.thru SomvirOTHER Snow White Buildcon P. Ltd.thru .OTHER निवास . द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

  
हस्ताक्षर प्रस्तुतकर्ता

Amargyan Development P. Ltd. Snow White Buildcon P. Ltd.

  
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)  
कादीपुर, गुरुग्राम


उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Emaar India Ltd. etc thru Satyanshu MohanOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C KHATANA पिता --- निवासी ADV GURUGRAM व श्री/श्रीमती /कुमारी DEEPAK KUMAR पिता ---

निवासी ADV GURUGRAM ने की ।

साक्षी नं:1 को हम सम्बरदार अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।



  
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)  
कादीपुर, गुरुग्राम

## BY AND BETWEEN

- 1) **M/s Amargyan Development Pvt. Ltd.** [CIN: U45201DL2005PTC138010] [PAN: AAFC2818J] a Company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306 – 308, Square One, C – 2, District Centre, Saket, New Delhi – 110 017, and corporate office at Emaar Business Park, MG Road, Sikanderpur, Sector 28, Gurugram-122002 ("**Owner 1**"), Haryana acting through its duly Authorized Signatory Mr. Somvir [Aadhar No. 532233410098] to sign and execute this Agreement and to appear and present this Agreement for registration vide board resolution of the Company dated 1<sup>st</sup> February, 2022;
- 2) **M/s Snow White Buildcon Pvt. Ltd.** [CIN: U45201DL2005PTC138131] [PAN: AAJCS1520K] a Company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306 – 308, Square One, C – 2, District Centre, Saket, New Delhi – 110 017, and corporate office at Emaar Business Park, MG Road, Sikanderpur, Sector 28, Gurugram-122002 ("**Owner 2**"), Haryana acting through its duly Authorized Signatory Mr. Somvir [Aadhar No. 532233410098] to sign and execute this Agreement and to appear and present this Agreement for registration vide board resolution of the Company dated 1<sup>st</sup> February, 2022;

(hereinafter jointly referred to as "**the Owners**" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

AND

- 3) **Emaar India Limited, ( Formerly known as "Emaar MGF Land Limited")**, [CIN:U45201DL2005PLC133161] [PAN: AADCP4389H], a Company incorporated under the Companies Act, 1956 and existing under the Companies Act 2013, having its registered office at 306 – 308, Square One, C – 2, District Centre, Saket, New Delhi – 110 017, and corporate office at Emaar Business Park, MG Road, Sikanderpur, Sector 28, Gurugram-122002, Haryana, acting through its duly Authorized Signatory Mr. Mohit Agarwal [Aadhar No. 617112587415] to sign and execute this Agreement, vide board resolution of the Company dated 25<sup>th</sup> August 2021, who has further authorized Mr. Satyanshu Mohan [Aadhaar No. 266475905217] vide Authority Letter dated 10<sup>th</sup> February 2022 to sign and present this Agreement for the purposes of registration before the concerned sub-registrar office (hereinafter referred to as "**the Developer**" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns).

## WHEREAS:

- A. Developer had agreed to develop the lands owned by the Owners as per terms of their existing agreements; agreement dated 10<sup>th</sup> February 2006 (**Owner 1**) and agreement dated 10<sup>th</sup> February 2006 read with supplementary agreement dated 10<sup>th</sup>

For Amargyan Development Pvt Ltd

  
Director/ Auth Signatory

For Snow White Buildcon Pvt Ltd,

  
Director/ Auth Signatory



Reg. No.

Reg. Year

Book No.

10972

2021-2022

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Somvir OTHER Amargyan Development P. Ltd. thru .OTHER Snow White Buildcon P. Ltd.

दावेदार :- thru Satyanshu Mohan OTHER Emaar India Ltd.  
etc

गवाह 1 :- T C KHATANA

गवाह 2 :- DEEPAK KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10972 आज दिनांक 11-02-2022 को बही नं 1 जिल्द नं 244 के पृष्ठ नं 191.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1320 के पृष्ठ संख्या 68 से 70 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 11-02-2022



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)  
संयुक्त सब रजिस्ट्रार  
कादीपुर, गुरुग्राम



June 2013 (**Owner 2**), (the said agreements and supplementary agreements are hereinafter collectively referred to as "**Definitive Agreements**") for development on the lands owned by the Owners (as well as the lands as and when acquired or purchased by it) more specifically described in **Schedule-I** (hereinafter referred to as "**Said Land**"). This Supplementary Agreement is a continuation of the Definitive Agreements and the Parties shall not construe this as a fresh transfer of development right (TDR) and that the TDR shall only be governed by the Definitive Agreements.

- B. In pursuance of the said Definitive Agreements, the Parties have now mutually agreed to proceed further and get the user of the land parcels more particularly described in the **Schedule-I** of this Agreement under the Applicable Laws and as otherwise permissible in relation thereto and propose to conceptualize, undertake, implement, execute, develop and complete a real estate project thereon including but not limited to an integrated township, group housing development, affordable group housing colony, commercial/residential plotted colony, commercial colony, residential colony, mixed land use development, etc. or any other development as may be considered feasible by the Developer and as may be otherwise permissible under the Applicable Laws in such part and in such phases as may be considered appropriate and desirable in the sole discretion of the Developer (hereinafter the "**Said Project**") and the Owners and each of its constituents thereof shall remain bound by the same.
- C. The Owners and the Developer acknowledge that they will act in good faith in carrying out their duties and obligations.
- D. The Owners are vested with absolute Ownership of the Said Land (in the manner and to the extent as stated in the Schedule to this Agreement) with clear and marketable title. Apart from the Definitive Agreements, the Owners have not entered into any other development agreement for the Said Land (parts thereof) with any other person. The Owners are recorded as the true and absolute Owners of the Said Land in all Government records.
- E. The Developer had agreed to undertake the development of the Said Land in terms of the said Definitive Agreement and now the Parties having finalized their further contractual understanding in relation to the Said Project have proceeded to execute this Agreement recording their further understanding qua the Said Land and the Said Project and declaring their respective obligations, rights, roles and responsibilities with respect to the Said Land and the Said Project to be undertaken thereon.

For Amar Gyan Developments Pvt Ltd

Director/Auth Signatory

For Snow White Builders Pvt Ltd.

Director/Auth Signatory





- F. The Parties, having reached an agreement, are desirous of recording their detailed understanding and the mutually agreed terms and conditions as hereinafter appearing.

**NOW IT IS HEREBY CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**BASIC UNDERSTANDING**

- 1.1 The Owners had engaged the Developer for the purpose of development of the Said Land, construction and completion of the development of the project upon grant of license by Directorate of Town and Country Planning, Haryana at Chandigarh ("DTCP"). The Developer is free to develop the said Land either in parts or in phases, whether under one license or more, as one or more projects.
- 1.2 The Developer is responsible to carry out the development on the said Land, at its own cost, expense and with its own resources, and by obtaining all the requisite permissions, sanctions and approvals for development of the said Land, at its own cost and expense and in accordance with the applicable laws, bye-laws, rules, and/or guidelines as in force by the statutory bodies and authorities in this regard.
- 1.3 The Owners in turn had placed the said Land, at the disposal of the Developer, as a developer and as necessary for development, construction, completion of the project/s and further for the marketing, selling and collection of amount from the prospective purchasers etc.
- 1.4 It is re-iterated that the Developer shall carry out the construction in accordance with the building bye-laws and as per the sanctioned plans, duly approved by the concerned authorities. The Developer shall be responsible and liable for any deviation from the building plans and shall indemnify the Owners against any loss that Owners may suffer or any penalty Owners may have to pay as a result of such deviation.
- 1.5 That for all purposes, Developer shall be promoter of the Said Project, in terms of the definition of RERA Act and State Rules framed therein. The Developer expressly agrees that any liability arising out of any default, action, inaction connected with the application/ compliances under RERA with HRERA shall be solely borne by the Developer, the Owners shall be kept indemnified all time.

For Amar Gyan Development Pvt Ltd

Director/Auth Signatory

For Shree White Builders Pvt Ltd,

Director/Auth Signatory







**MODALITIES**

- 2.1 The Developer shall be responsible to furnish or caused to be furnished (i) all labor, equipment, goods and materials now or hereafter required for the construction and development of the said Land, and (ii) all construction management and supervisory services required thereto, for the proposed project/s. The entire cost including all the professional costs, such as fees of architects, surveyors, valuers, engineers, lawyers, consultants and cost of construction; all expenses including development charges towards development and risk involved and incidental in the development and construction shall be borne and paid by the Developer and the Owners shall not be liable to pay any expenses of any nature at any time.
- 2.2 The Developer agrees to maintain the best of quality standards for the development and construction on the said Land.
- 2.3 The Developer shall take all safety measures for the development and construction of the project/s on the said Land including proper safeguards for the labour involved. However, in case of any third party liability, dispute, litigation, the Developer alone shall be responsible for the risk and cost involved. However, any dispute pertaining to the title of the said Land shall be dealt by the Owners only.
- 2.4 The Developer shall during the construction on the proposed project/s be responsible for the insurance of the construction against destruction or damage by fire, earthquake, flood, cyclone, terrorist attacks, riots etc., to its full insurable value and keep insured until the possession of the buildings complete in all respects and fit for occupation is handed over to the Owners. The Developer at his own cost shall also carry out the Liability Insurance, Workmen Insurance, etc wherever applicable.
- 2.5 The Developer shall be at liberty to make necessary applications for the aforesaid purpose to the authorities concerned (including RERA) at its own cost and expenses and the Owners shall join, in such applications but the responsibility of obtaining such permissions will be on the Developer and at his costs.
- 2.6 The Developer shall be entitled to enter into any agreement at its discretion at any time with any building contractor, architect, appoint agents for the purpose of development of the said property in its own name and costs, risks and expenses.
- 2.7 The Owners shall at the request of the Developer, sign and execute and/or deliver, from time to time, any additional documents, for the purposes and effective implementation of this Agreement, including the plans and other applications for

For Amar Gyan Development Pvt Ltd

Director Auth Signatory

For Snow White Builders Pvt Ltd,

Director Auth Signatory





layouts, subdivision, construction purposes for being sanctioned and approved by the statutory bodies, Corporation environment clearance certificates/approvals from concerned authorities or approvals or authorization letters from other authorities.

- 2.8 The Owners shall, if required by the Developer pass a resolution or execute a power of attorney in favour of the Developer or its nominee, giving all necessary powers required to carry out the work of development in all respect.
- 2.9 The Owners hereby declares that it shall not sell / dispose off, transfer or enter into any other Agreement or conveyance/ transfer Deeds, MOUs, Agreements to Sell etc., pertaining to the said Land or create any interest or encumbrance in favour of any third party on the said Land owned by it. However, if required, the Owners shall not object if the said Land is a security for any loans / assistance as may be required by the Developer.
- 2.10 The Owners shall not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the Developer. Any attempted assignment or delegation shall be with the express consent of the Developer.
- 2.11 The Conveyance Deed for the said Land shall be executed in the name of Developer on behalf of the Owners, at the costs and expenses of the Developer, if so required by the Developer. Consideration for permitting the Developer to develop the said Land shall be treated as consideration of the transfer.

### **RESPONSIBILITY OF DEVELOPER TILL COMPLETION CERTIFICATE**

The Developer shall be responsible for compliance of all terms & conditions of licence / CLU / provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 & Rules thereof or The Punjab Scheduled Road and Controlled Area Restriction of Unregulated Development Act, 1963 & Rules thereof as the case maybe, till the grant of final completion certificate to the colony or relieved of the responsibility by the Director Town & Country Planning, Haryana or any other Competent Authority, whichever is earlier.

### **IRREVOCABLE NATURE**

That the existing agreement between the Parties is still valid and continuing; irrevocable and no modification / alteration etc. in the terms & conditions of agreement can be undertaken, except after obtaining prior approval of the Director, Town & Country Planning, Haryana.

For Amus Gyan Development Pvt Ltd

Director/ Auth Signatory

For Snow White Builders Pvt Ltd,

Director/ Auth Signatory








**ARBITRATION**

If any dispute arises amongst the Parties, the Parties shall endeavor to settle such dispute amicably. In case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties. The place of the arbitration shall be Gurugram. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996, as amended time to time, and shall be in the English language.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement.

FOR AND ON BEHALF OF OWNERS	
<b>Amargyan Development Pvt. Ltd.</b>	For Amargyan Development Pvt. Ltd.  Director/Authorized Signatory
<b>Snow White Buildcon Pvt. Ltd.</b>	For Snow White Buildcon Pvt. Ltd.  Director/Authorized Signatory
FOR AND ON BEHALF OF DEVELOPER	
<b>Emaar India Limited</b>	

  
Drafted By  
T.C. KHATANA  
Advocate  
Distt. Court, Gurgaon  
11/2/22

Witnesses:

1.

  
T.C. KHATANA  
Advocate  
Distt. Court, Gurgaon

Witnesses:

  
Deepak Kumar  
Advocate  
Distt. Court, Gurugram





**SCHEDULE-I**

## 1. M/s Amargyan Development Pvt. Ltd.

Village	Rectangle No.	Killa No.	Area K - M
Begampur Khatola	57	20/1/3	5 - 16
		Total:	5 K - 16 M Or 0.725 acre

## 2. M/s Snow White Buildcon Pvt. Ltd.

Village	Rectangle No.	Killa No.	Area K - M
Begampur Khatola	58	6/2min	3 - 1
		7/2min	0 - 9
		14min	2 - 10
		15min	2 - 16
		16min	5 - 19
		17	8 - 0
		24	2 - 11
		25	5 - 7
		Total:	30 K - 13 M Or 3.83125 acre

		G.Total:	36 K - 9 M Or 4.55625 acre
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For Amargyan Development Pvt. Ltd.

Director/Auth. Signatory

For Snow White Buildcon Pvt. Ltd.

Director/Auth. Signatory

