

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 18/12/2023

Certificate No. G0R2023L5068



GRN No. 110669063



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Pax properties pvt ltd

H.No/Floor : 139

Sector/Ward : E

LandMark : Saket

City/Village : New delhi

District : Delhi

State : Delhi

Phone: 97\*\*\*\*\*17

Others : Through sanjeev kumar saini a



**Buyer / Second Party Detail**

Name : Alpha corp development pvt ltd

H.No/Floor : Na

Sector/Ward : 42

LandMark : Golf view corporate tower

City/Village: Gurugram

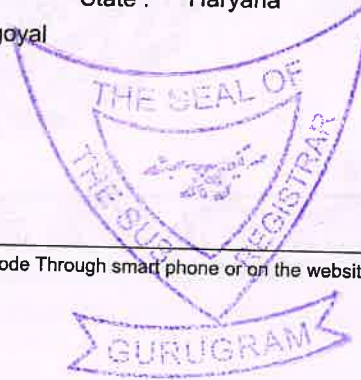
District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*17

Others : Through neeraj goyal

Purpose : Amended JDA



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

प्रलेख न:11248

दिनांक:19-12-2023

डीड संबंधी विवरण

डीड का नाम TARTIMA  
तहसील/सब-तहसील गुरुग्राम  
गांव/शहर गुडगाँव शहर

धन संबंधी विवरण

राशि 1 रुपये स्टाम्प ड्यूटी की राशि 3 रुपये  
स्टाम्प नं : GOR2023L5068 स्टाम्प की राशि 101 रुपये  
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:110034932 पेस्टिंग शुल्क 3 रुपये  
Drafted By: SANDEEP YADAV ADV Service Charge:200

यह प्रलेख आज दिनांक 19-12-2023 दिन मंगलवार समय 5:23:00 PM बजे श्री/श्रीमती /कुमारी

PAX PROPERTIES PVT LTD thru SANJEEV KUMAR OTHER निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For PAX PROPERTIES PVT. LTD.



हस्ताक्षर प्रस्तुतकर्ता  
PAX PROPERTIES PVT LTD

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ALPHA CORP DEVELOPMENT PVT LTD thru NEERAJ GOYAL OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SC ARORA पिता निवासी ADV GGM व श्री/श्रीमती /कुमारी MANISH पिता निवासी KHOR MANESAR GGM ने की। साक्षी नं:1 को हम जम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

## AMENDMENT AGREEMENT

This **Amendment Agreement** (hereinafter referred to as the “**Amendment Agreement**”) is to amend certain provisions of the **JDA** (as defined in Recital A below), is made and executed at Gurgaon, on this 01<sup>st</sup> day of December 2023; by and between:

**PAX Properties Private Limited**, a company duly incorporated and validly existing under the laws of India, having its registered office at RZ-221, Baba Haridas Enclave, Jharoda Kalan, Najafgarh, New Delhi – 110072, and its corporate office at Abhinandan Apartments, Flat 101, Sector 51, Gurgaon Haryana - 122018, acting through its authorized representative Mr. Sanjeev Kumar Saini, authorized vide Board Resolution dated April 10, 2017 (hereinafter referred to as the “**Owner**”, which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its legal heirs, executors and administrators); and

**Alpha Corp Development Private Limited**, a company duly incorporated and validly existing under the laws of India, having its registered office at Model Industrial Park, Opp Focal Point VPO, Vallah Mehta Road, Amritsar - 143001, and its corporate office at Golf View Corporate Towers, Golf Course Road, Sector - 42, Gurugram, through its authorized signatory, Mr. Neeraj Goyal, authorised vide Board Resolution dated August 08, 2023 (hereinafter referred to as the “**Developer**”, which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its legal heirs, executors and administrators).

The Owner and the Developer may hereinafter be referred to as such, or collectively referred to as the “**Parties**”, and individually as a “**Party**”, as the case may be.

### **RECITALS:**

(A) The Owner and the Developer have entered into a Joint Development Agreement, dated April 11, 2017, and a Supplementary/Addendum Agreement, dated September 26, 2017, which was duly registered at the office of the Sub-Registrar, Gurgaon, vide document Registration No. 491, dated April 12, 2017, in Book No. 1, Vol. 13152, on Page 128, and Registration No. 7189, dated September 26, 2017, in Book No.1, Vol. 13160, on Page 192, respectively, in respect of the “**Scheduled Property**” particularly described in **Schedule 1**, annexed to the said Joint Development Agreement (hereinafter referred to as the “**JDA**”), desiring for the development and construction of a residential complex, or for any other use as may be permitted under applicable Laws, on the Scheduled Property (“**Project**”). The Scheduled Property is part of the total land admeasuring approximately 23,500 square yards (hereinafter referred to as the “**Total Land**”).

(B) Pursuant to such execution and registration of the JDA, the Owner has received Letter of Intent by Directorate of Town & Country Planning, Haryana, Chandigarh, vide its office Memo No. LC-3155-PA (B)-2017/19080, dated August 04, 2017, for setting-up of a group housing colony (under Left Out Pocket Policy, dated June 14, 2012) over an area measuring 2.3828 acres, with FAR of 1.88, falling in the revenue estate of Village Gurugram, Sector-15, Part-II, Tehsil & District Gurugram

For PAX PROPERTIES PVT. LTD.  
Owner  
Director

Alpha Corp Development Pvt. Ltd.  
Authorized Signatory  
Developer

Reg. No.

Reg. Year

Book No.

11248

2023-2024

1



पेशकर्ता



दावेदार



गवाह

  
For PAX PROPERTIES PVT. LTD.

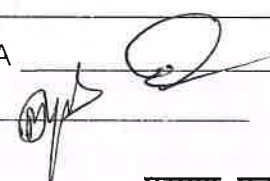
उप/संयुक्त पंजीयन अधिकारी  
गुरुग्राम

पेशकर्ता :- thru SANJEEV KUMAROTHER PAX PROPERTIES PVT LTD

दावेदार :- thru NEERAJ GOYALOTHERALPHA CORP DEVELOPMENT PVT LTD

गवाह 1 :- SC ARORA


गवाह 2 :- MANISH

  
प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11248 आज दिनांक 19-12-2023 को बही नं 1 जिल्द नं 98 के पृष्ठ नं 51.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2533 के पृष्ठ संख्या 41 से 43 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 19-12-2023

  
उप/संयुक्त पंजीयन अधिकारी गुरुग्राम



(being part of the Scheduled Property) to be developed by the Developer in collaboration with the Owner herein.

- (C) However, with a significant lapse of time in obtaining various regulatory approvals by the Owner, and consequential delay in development of the Project, the Parties are desirous of making certain amendments to their existing commercial understanding, and accordingly have decided to execute this Amendment Agreement to record such revised understanding.

NOW THEREFORE, THE PARTIES HEREBY AGREE AND THIS AMENDMENT AGREEMENT WITNESSETH AS FOLLOWS:

## 1. Definitions & Interpretation

Any initially or fully capitalised words or expressions used but not defined herein, shall bear the same meanings as ascribed to such terms in the JDA. The rules of interpretation, as mentioned in JDA, shall also apply *mutatis mutandis* to this Amendment Agreement.

## 2. Amendments to the JDA

Save and except as specifically amended by this Amendment Agreement, the terms of the JDA shall continue to remain valid and enforceable, and to the extent if there is any inconsistency between any provision of the JDA and that of this Amendment Agreement, provisions of this Amendment Agreement shall prevail. The Parties hereby amend certain terms of the JDA as follows:

- 2.1 The Owner hereby agrees to contribute and make available, the Scheduled Property for which license has been received from the Authority (vide License No.12 of 2018 in LC no. 3155), free from all Encumbrances and without any cost to the Developer for the period upto the date of execution of this Amendment Agreement and place the same at the complete disposal of the Developer for the purposes of the Project in terms of the JDA, read with this Amendment Agreement.
- 2.2 The Owner shall be deemed to have been paid its proportionate cost of EDC/IDC to the Developer in terms of Clause 2.8 hereof which was imposed at the time of grant of License, along with any interest or penalty, if any payable, till the date of execution of this Amendment Agreement. However, the Owner shall be responsible for payment of its proportional cost in case there is any enhancement in EDC/IDC by any governmental authority on a later date. The Owner shall be entitled to recover any such EDC/IDC from the buyers.
- 2.3 In order to facilitate the execution of the Project, the Owner hereby authorizes and permits the Developer:
- (i) to plan, design and execute the Project, at the Developer's cost, in such manner as it deems fit, to execute and file all necessary applications, affidavits, undertakings and documents with Governmental Authorities and/or to obtain no-objection certificate(s), requisite permissions, sanctions and approvals from all applicable Governmental Authorities;

Owner

Developer  
Authorised Signatory

1. The first of these is the fact that the law is not a static body of rules, but a living organism which grows and changes with the times.

2. The second is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

3. The third is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

4. The fourth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

5. The fifth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

6. The sixth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

7. The seventh is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

8. The eighth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

9. The ninth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

10. The tenth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

11. The eleventh is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

12. The twelfth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

13. The thirteenth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

14. The fourteenth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.

15. The fifteenth is the fact that the law is not a mere collection of rules, but a system of principles which guide the courts in their decisions.



- (ii) to appoint, at the Developer's cost, architects, contractors, experts, consultants, accountants, labourers, carpenters, electricians, suppliers and such other service providers, independent personnel(s), person(s) as may be required for execution and implementation of the Project;
- (iii) to market and advertise the Project in the manner as the Developer may think fit and appropriate, at the Developer's cost, using its own contractors, agents, representatives and other resources and/or service providers;
- (iv) directly and/or indirectly, through its associates, assignees, nominees, agents, development managers, architects, consultants, contractors or representatives, to enter into the Scheduled Property, to perform all such acts and activities as may be necessary and required for the purpose of obtaining the License, Building Plan Approval, Layout Approvals and any other approvals in relation thereto, at the Developer's cost. Provided that, notwithstanding anything contained to the contrary herein or in the JDA, the Owner agrees and undertakes to indemnify and hold harmless the Developer, against any and all costs/expenses resulting from or arising out of any act, omission or any other fault of the Owner other than outstanding EDC/IDC and interest thereon, upto the date of execution of this Amendment Agreement;
- (v) directly and/or indirectly, whether by itself or through any of its associates, assignees, nominees, agents, to manage, operate and maintain the Project as the maintenance agency pursuant to completion of the Project; and

agrees that Developer is under no obligation to take any consent, approval or concurrence from the Owner for performing any of its obligations hereinabove.

2.4 The Owner has handed over to the Developer on the date of execution of this Amendment Agreement, original sale deed, including agreements (except this Amendment Agreement), receipts as per schedule 4, if any, payment details, etc, relating to the Scheduled Property, which the Developer shall preserve and keep in its safe custody at its own cost, and such handover of these documents shall not be construed as sale of such land by the Owner to the Developer, except as may be specifically stated otherwise in the JDA and/or this Amendment Agreement. The Owner hereby agrees that such title documents may be mortgaged by the Developer with Banks/Financial Institutions registered with the Reserve Bank of India for availing and borrowing loans from them to raise funds by the Developer exclusively for construction and development of the Project. The Developer shall provide an appropriate receipt to the Owners of having received such documents from the Owner and also a copy of the receipt as may be received from such mortgagee.

2.5 Parties agree that raising of funds through such loans for the purpose of development of the Project, and the repayment thereof including any penalty or charges, shall be the sole responsibility of the Developer as a Project Cost. Provided that the Owners shall render all cooperation and shall provide all documents that may be necessary and expedient for the purpose of raising such funds, and/or for obtaining such loans. It is hereby clarified that disbursal of the loan shall take place after the launch of the Project. In case the Developer defaults

  
Owner  
For PAX PROPERTIES PVT. LTD.

For Alpha Corp Development Pvt. Ltd.  
  
Developer  
Authorised Signatory

For PAX PROPERTIES PVT. LTD.  
Director





in repayment of such loans, the Owner shall have the right to cause sale of such part of Developer Share as may be necessary towards repayment of such loans.

- 2.6 The Developer shall have all rights under applicable Laws and the License with respect to the Project Land, including without limitation, any rights with respect to development of total FAR achieved in the Project. Both Parties shall have proportionate rights (i.e., in the ratio of **68:32** between the Developer and the Owner) in any additional FAR as may be approved/granted in future under applicable Laws, in accordance with and as per the terms of this Amendment Agreement. The Owner agrees and undertakes to do all such actions as may be required by the Developer, for the Developer to exercise its rights under this Amendment Agreement. Further, both Parties hereby agree that the Developer may start construction and/or sell such part of the Project pertaining to such additional FAR that belongs to the Developer, provided it doesn't cause any hindrance and/or restriction on the construction of the existing FAR of the Project.
- 2.7 The Owner hereby acknowledges receipt of twelve (12) tranches of payments of Rs. 1,00,00,000 (Rupees one crore only) each, amounting to a total of 12,00,00,000 (Rupees twelve crore only) (subject to deduction of tax at source (TDS) at the rate of 10%), as per the details laid down in Schedule 1 hereto, which is to be treated as a non-refundable interest free security deposit paid by the Developer to the Owner under this Amendment Agreement ("**Security Deposit**"). The Developer hereby acknowledges receipt of Rs. 11,88,00,000 (Rupees eleven crore eighty-eight lac only) as per the details mentioned in Schedule 2 attached hereto, against the old dues till December 01, 2023, owed to it by the Owner, and further acknowledges that the remaining old dues are settled in the manner mentioned in Clause 2.8 below, Save and except an amount of Rs. 1,20,00,000 (Rupees One Crore Twenty Lac only) which is still repayable by the Owners to the Developer. Accordingly, pursuant to the above, neither Party shall hereafter owe to the other anything in this regard. It is hereby clarified that consummation of Clause 2.7 and 2.8 read together shall amount to settlement of all old dues between the Developer and the Owner, including the Security Deposit paid under Clause 5 of the JDA.
- 2.8 Notwithstanding anything contained to the contrary anywhere else in this Amendment Agreement, wherever any money is payable by the Owner to the Developer under this Amendment Agreement or any old dues payable/refundable under the JDA, the same has been agreed to be paid in kind instead of paying back the same in cash, by way of transferring/alienating certain amount of super area of the Project, free from any and all encumbrances, in favour of the Developer, computed at an all-inclusive price of Rs. 10,300 (Rupees ten thousand three hundred) per square feet (Inclusive of all GST also). Accordingly, the Parties have agreed that the Owner shall transfer an area of 9,886 square feet from their entitlement / allocated share (as mentioned under Clause 2.9 hereinbelow) in favour of the Developer, free from any and all encumbrances, as a repayment of dues, which shall settle all their monetary/ financial liability, including EDC/IDC and other charges, towards the Developer under or in relation to this Project, and the same shall be included into and be part of the Developer's Share as mentioned in Clause 2.10 below.

For Alpha Corp Development Pvt. Ltd.  
Owner  
Director

For Alpha Corp Development Pvt. Ltd.  
Developer  
Authorized Signatory



2.9 The Owner shall be allocated thirty-two percent (32%) of the total developed FAR in the Project on the Scheduled Property with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the Project as also in the common areas and facilities, and the same shall fall to the share of the Owner.

2.9.A It is hereby acknowledged and agreed by both Parties that under instructions of the Owner, the Developer shall transfer from the area receivable by the Owner hereunder, 15,483 sq. ft. of super built up area of the Project, to Herman Properties Pvt Ltd, a company duly incorporated and existing under the laws of India, having its registered office at WZ-48, Shadi Khampur, West Patel Nagar, New Delhi – 110008 (“**HPPL**”), as Settlement Consideration in terms of the Settlement Agreement, dated December 1, 2023, executed between them (the Owner, HPPL and the Developer). Accordingly, the Developer shall directly handover/transfer the aforesaid area of 15,483 sq. ft. to HPPL on behalf of the Owner and shall handover/transfer the balance area of its entitlement 32% less 15,483 sq. ft., less 9,886 sq. ft. (as mentioned in Clause 2.8 above) to the Owner.

2.10 The Developer shall be allocated

- (i) sixty-eight percent (68%) of the total developed FAR in the Project; and
- (ii) such additional area of 9,886 square feet from the Owner’s share as mentioned under Clause 2.8 above;

with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the Project as also in the common areas and facilities, and the same shall fall to the share of the Developer in consideration of the obligations undertaken by it and shall belong to and be owned by the Developer (“**Developer’s Share**”).

2.11 The allocation of total developed FAR in the Project in favour of the Parties shall be undertaken within thirty (30) days from the date of execution of this Amendment Agreement. The Owner and Developer shall jointly demarcate the exact developable FAR to be allotted to each Party based on the saleable areas of the Project.

2.12 In case of receipt of further additional FAR in future, such use and development of additional FAR, as contemplated hereinabove, shall be subject to new completion timelines and not the Completion Period. Such new completion timelines shall be mutually agreed between the Parties after considering and taking into account the extent of additional FAR that is to be developed by the Developer, the cost of which shall be borne proportionately by the Developer and the Owner in the ratio of 68:32. In the event for any reason, such additional FAR is not used in this Project, Parties shall be free to use their respective entitlements in any other project of their choice, as they may deem fit.

2.13 Subject to applicable Laws, and subject to the other provisions of this Amendment Agreement, consideration received from the booking, allotment, conveyance of the Owner’s Share shall be deposited in the Owner’s Bank Account, and all consideration received from the booking/allotment/conveyance of the Developer’s

Owner

  
Owner

  
Developer  
Authorised Signatory



Share shall be deposited in Developer's Bank Account. It is hereby clarified that consideration received on account of the transferred area referred to in Clause 2.8 hereinabove (which has been transferred by the Owner in favour of the Developer towards fulfilment of their financial obligations hereunder) shall be directly deposited into the Developer's Bank Account. Subject to the commercial agreement contained in this Clause 2.13, the Parties shall route such collections from accounts as may be required to be maintained in respect of the Project as per applicable Laws.

- 2.14 The amount received by the Owner from the sale of area pertaining to Owner's Share until construction cost of the Project is met shall be managed through two accounts, firstly the RERA Expense Account wherein seventy percent (70%) of the total collection will be deposited, and then within seven(7) working days from the end of every quarter, such amount shall be released into the the Owner's account wherein the thirty percent (30%) of the total collection has already been deposited. In case the money is not released within such period of seven (7) working days of the ending of every quarter due to any reason attributable to the Developer, the Developer shall be liable to pay the interest at the rate of eighteen percent (18%) per annum from the date of delay started. It is hereby clarified that once construction of the Project is completed and developer is discharged from its liability, the entire sale proceeds pertaining to the Owner's Share shall be directly deposited into the Owner's account.
- 2.15 Until completion of the Project, the entire saleable area available for sale (whether it belongs to the Developer's Share or Owner's Share) shall be sold by the Developer. However, for any sale of the units/saleable area that belongs to the Owner's Share, the Developer shall obtain a written consent of the Owner before causing any such sale. Notwithstanding the above, the Owner shall also have the right to sell Owner's Share at the rate fixed by the Developer or a higher rate in this regard. In this regard, the Developer shall provide to the Owner sale brochure, if any, information regarding price, payment plan, etc., and any old brochure provided earlier than this agreement by the Developer to the Owner shall no more be valid in this regard. It is hereby clarified that the Developer does not need any consent from the Owner in relation to sale of any unit/area that is part of the Developer's Share.
- 2.16 Notwithstanding anything contained to the contrary elsewhere in this Amendment Agreement or in the JDA, the Owner agrees and undertakes to indemnify and hold harmless the Developer, against any and all costs/expenses resulting from or arising out of any act, omission or any other breach or fault of the Owner and/or for the period prior to the date of execution of this Amendment Agreement. It is hereby clarified that the Owner shall not be liable for any liability arising out of the construction related activity.
- 2.17 The Developer shall be free to market and advertise the Project using its own contractors, agents, representatives and other resources at its own discretion as it may deem fit. All costs and expenses on marketing and advertising the Project including payments of advertisements, publicity materials, etc. shall be borne by the Developer as Project cost. However, brokerage in relation to any sale of the Owner's area shall be borne by the Owners and the Developer shall bear the cost of brokerage in relation to any sale of the Developer's area.

Owner

Developer

Authorised Signatory





2.18 The project shall be registered with the RERA authorities within nine (9) months from the date of this Amendment Agreement, which registration shall be treated as the launch of the Project from the Developer side.

2.19 The Developer undertakes to get the structural stability of the building in the project certified checked by their respective engineer and/or their architect before the launch of the project.

2.20 The Developer shall have the sole and exclusive right to name the Project, including giving distinct names to particular towers, buildings or sections of the Project, and it shall have the sole and exclusive trademark and all intellectual property, and goodwill in such name. All costs and expenses incurred with regard to the same shall be borne by the Developer alone.

2.21 The notice to the Owner shall be sent at the following address:

**To: Pax Properties Private Limited**

Attention: Mr. Sanjeev Kumar Saini

Address: RZ-221, Baba Haridas Enclave,  
Jharoda Kalan, Najafgarh, New Delhi -110072

With CC to:

Attention: Mr. Sanjeev Kumar Saini

Address: Abhinandan Apratments,  
Flat 101, Sector 51, Gurgaon Haryana-122018

**To: Alpha Corp Development Private Limited**

Attention: Company Secretary

Address: Model Industrial Park,  
Opp Focal Point VPO, Vallah Mehta Road,  
Amritsar, Punjab -143001

With CC to:

Attention: Company Secretary

Golf View Corporate Towers,  
Golf Course Road, Sector - 42, Gurugram, Haryana

2.22 Any governmental/regulatory formalities as may be required to be completed pursuant to execution and registration of this Amendment Agreement, shall be the responsibility of the Developer at its own cost.

2.23 The Project shall be completed within such timeline as may be declared by the Developer in its RERA application, or any extension thereof as may be permitted under applicable laws. Any penalty payable to any governmental authority on account of delay in completion of construction of the Project beyond such timeline, shall be to the account the Developer. Any penalty payable to the buyers, if any, on

For PAX PROPERTIES PRIVATE LIMITED  
Owner  
  
Director

Alpha Corp Development Pvt. Ltd.  
Developer  
  
Authorized Signatory



account of delay in construction of the Project beyond such timeline, shall be borne by the Developer.

3. The Developer shall be responsible for actual liability incurred by the Owner in respect of the structural stability of the buildings as per the building plan in the Project due to gross negligence of the Developer.
4. Clause 16.12 (*Dispute Resolution*) and Clause 16.14 (*Governing Law*) of the JDA shall apply to this Amendment Agreement, *mutatis mutandis*, as if set out here in full.
5. Any stamp duty payable on this Amendment Agreement shall be borne by the Owner. Other than as mentioned above, each Party shall bear its respective costs, fees and expenses incurred in connection with the transactions contemplated herein.
6. Any tax levied on account of transfer of development rights pertaining to the Land from the Owner to the Developer as contemplated hereunder shall be borne by the Owner.
7. The Parties hereby acknowledge that they have read and understood the contents of the JDA and this Amendment Agreement, and they agree that the JDA, read with this Amendment Agreement, shall hence be treated as irrevocable, and that they shall abide by and be legally bound by the provisions of the JDA read with this Amendment Agreement.
8. This Amendment Agreement shall become effective and binding on the Parties on and from the date of execution hereof by last of the Parties.
9. The Parties agree that a new General Power of Attorney ("GPA") and a new Special Power of Attorney ("SPA") shall be executed as soon as practicable, and the old GPA and SPA, dated April 11, 2017, shall stand cancelled.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

For Pax Properties Private Limited

For Alpha Corp Development Private Limited

For PAX PROPERTIES PVT. LTD.  
  
Director

For Alpha Corp Development Pvt. Ltd.  
  
Authorized Signatory

(Authorized Signatory/ Director)

(Authorized Signatory/ Director)

WITNESSES:

1. Signature : **S.C. ARORA**  
Name : **Advocate**  
Address : **Distt. Courts, Gurugram**

2. Signature : **MANISH YADAV**  
Name : **S/o Sh. M.L. Yadav**  
Address : **VPO-Khoh, Manesar**  
**Gurugram (HR)**

Owner

Developer



1. Name of the person  
2. Address of the person  
3. Date of the document  
4. Signature of the person

S.C. ARORA  
Advocate  
Dist. Court, Gurugram



### Schedule 1

Sr No.	UTR No.	Dated	Bank	Amt	TDS@1%	Gross Amt	In Favour of
1	YESBR12023110300001313	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
2	YESBR12023110300003467	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
3	YESBR12023110300003583	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
4	YESBR12023110300003795	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
5	YESBR12023110300001855	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
6	YESBR12023110300004050	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
7	YESBR12023110300004051	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
8	YESBR12023110300004146	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
9	YESBR12023110300006076	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
10	YESBR12023110300004272	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
11	YESBR12023110300004273	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
12	YESBR12023110300004375	03/11/23	Yes Bank Ltd	99,00,000*	10,00,000	1,00,00,000	Pax Properties Pvt Ltd
				<b>11,88,00,000</b>	<b>1,20,00,000</b>	<b>12,00,00,000</b>	

\* Inadvertently, an excess amount of Rs. 9 lac each has been paid by the Developer to PAX against each of these tranches, which is thus to be returned back by PAX to the Developer as a part of Rs. 1.2 crore refund as mentioned in Clause 2.7 of this Amendment Agreement.

### Schedule 2

Sr No.	UTR No.	Dated	Bank	Amt	In Favour of
1	UTIBR62023110323684039	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
2	UTIBR62023110323686800	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
3	AXOIC33071112919	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
4	UTIBR62023110323693288	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
5	UTIBR62023110323692837	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
6	UTIBR62023110323695805	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
7	UTIBR62023110323695560	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
8	UTIBR62023110323698427	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
9	UTIBR62023110323698532	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
10	UTIBR62023110323701312	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
11	UTIBR62023110323701357	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
12	UTIBR62023110323703730	03/11/23	Axis Bank Ltd	99,00,000*	Alpha Corp Development Pvt Ltd
				<b>11,88,00,000</b>	

\* Inadvertently, an excess amount of Rs. 9 lac each has been paid by the Developer to PAX against each of these tranches, which is thus to be returned back by PAX to the Developer as a part of Rs. 1.2 crore refund as mentioned in Clause 2.7 of this Amendment Agreement.

### Schedule 3

Sr No.	Flat No.	Super Area
1	303	2268
2	1501	2593
3	1701	2593
4	2303	2432

Owner

Director

For Alpha Corp Development Pvt. Ltd.

Developer



**Schedule 4**

S.NO.	PARTICULARS
1	Original Possession Letter in favour of Herman Properties Pvt Ltd from Tip Top Estates Pvt Ltd and Pax Properties Pvt Ltd dated 10/09/1996
2	Original General Power of Attorney Pax Properties Private Limited and Tip Top Estates Pvt Ltd in favour of Mr. K.P.Singh (Attorney) dated 04/11/1996.
3	Original Special Power of Attorney Pax Properties Private Limited and Tip Top Estates Pvt Ltd in favour of Mr. K.P.Singh (Attorney) dated 04/11/1996.
4	Original Collaboration Agreement Pax Properties Private Limited, Tip Top Estates Pvt Ltd and Heman Properties & Leasing Private Limited dated 04/11/1996
5	Vasika No. 19904 dated 12/03/1996- Original Sale Deed
6	Vasika No. 19905 dated 12/03/1996- Original Sale Deed
7	Vasika No. 19906 dated 12/03/1996- Original Sale Deed
8	Vasika No. 19907 dated 12/03/1996- Original Sale Deed
9	Vasika No. 19908 dated 12/03/1996- Original Sale Deed

**IN WITNESS WHEREOF** the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures:

**For Pax Properties Private Limited**

**For Alpha Corp Development Private Limited**

  
Director

(Authorized Signatory/ Director)

  
For Alpha Corp Development Pvt. Ltd.

  
Authorized Signatory

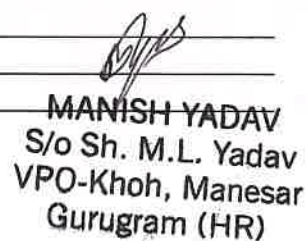
(Authorized Signatory/ Director)

**WITNESSES:**

1. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

2. Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

  
**S.C. ARORA**  
Advocate  
Distt. Courts, Gurugram

  
**MANISH YADAV**  
S/o Sh. M.L. Yadav  
VPO-Khoh, Manesar  
Gurugram (HR)



MANISH YADAV  
Advocate  
VPO Sector Mansarovar  
Gurgaon (Haryana)

S.C. ARORA  
Advocate  
Old Court, Gurgaon