AMENDMENT AGREEMENT TO JOINT DEVELOPMENT AGREEMENT

THIS Amendment Agreement ("Amendment Agreement") to the Joint Development Agreement dated 18th December, 2023("Joint Development Agreement") is executed at Gurugram on this 11th day of April, 2024;

BY & BETWEEN:

I. PARTIES

Mr. Maninder Singh (Pan No. EXHPS1605H & Aadhaar No. 8752-3964-4058)

S/o Sh. Ramesh Kumar

R/o BichaliGali, Daultabad, Gurugram, Haryana-122006

And

Mr. Prem Singh (Pan No. HHQPS2707N& Aadhaar No. 2913-2998-0479)

S/o Sh. Rati Ram

R/o House No. 65, Vikas Nagar, Bhiwani, Haryana-127021

(hereinafter referred to as the "Land Owners", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its subsidiaries, associate companies, related parties, successors, representatives and permitted assigns) of the FIRST PART;

AND

GGANBU LAND PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number U70109HR2021PTC100271 and having its registered office at H NO C 50 3RD Floor Sushant Lok 2 Gurugram Haryana 122011, acting through its authorised signatory, Mr. Musolani, duly authorized vide Board Resolution dated 17.11.2023, (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its subsidiaries, associate companies, related parties, successors, representatives and permitted assigns) of the SECOND PART.

The Land Owners and the Developer may hereinafter individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS:

A. The Land Owners and Developer had entered into a Joint Development Agreement for the purposes of development of a Commercial project ("Project") by the Developer on 2499.65 sqm (0.618 Acres) forming part of affordable residential plotted colony under Deen Dayal Jan Awas Yojna of Lic. No 33 of 2023 dated 16.02.2023 area 4.30625 acre addition in License No.108 of 2022 dated 05.08:2022 area 11.39375 acre, total area 15.70 acre in sector-93 Gurugram under the Master Plan of Gurgaon Manesar Urban Complex 2031(hereinafter referred to as the "Project Land")

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Drafted By: ANUJ GUPTA ADV

Service Charge:200

यह प्रलेख आज दिनाक 18-04-2024 दिन गुरुवार समय 4:03:00 PM बजे श्री/श्रीमती /क्मारी

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MANINDER SINGH PREM SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GGANBU LAND PRIVATE LIMITED thru MUSOLANIOTHER हाजिर है । प्रत्त प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारी पिता निवासी व श्री/श्रीमती /कुमारी पिता

निवासी ने की ।

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

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- B. The Parties hereunder had revised certain understanding between themselves and now intends to record the same vide this Amendment Agreement.
- C. The Parties hereto and therefore executing this Amendment Agreement to amend the Joint Development Agreement and record their mutual understanding in relation to the same.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1. Definition and Construction
 - (a) This Amendment Agreement amends and supplemenats the Joint Development Agreement to the extent set out herein. This Amendment Agreement shall be read in conjunction woth the Joint Dvelopment Agreement and in case of any inconsistency between the terms of this Amendment Agreement and the Joint Development Agreement, the provisions of this Amendment Agreement shall prevail
 - (b) Capitalised terms used but not defined herein, shall have the meanings assigned to them under the Joint Development Agreement.
 - (c) This Amendment Agreement forms and shall be construed to form an integral part of the Joint Development Agreement.
 - (d) The Specific amendments introduced by the way of this Amendment Agreement shall come into force on the day of execution of this Amendment Agreement.
- 2. AMENDMENTS/ MODIFICATIONS TO THE JOINT DEVELOPMENT AGREEMENT

Notwithstanding anything contained in the Joint Development Agreement, the Parties hereto agree, represent, covenant and undertake the following

- 2.1. The clauses in Article 6 of the Agreement pertaining to the Developer's right to terminate the Agreement are hereby removed.
- 2.2. Article 6 is amended and restated in its entirety to read as follows: "ARTICLE 6 RESPONSIBILITY FOR DEFECTS IN TITLE
 - 6.1 The Land Owners shall be responsible for any defects in the title of the Project Land. The Land Owners are obligated to rectify any such defects at their own cost and expense upon discovery of the defect.
 - 6.2 Should the Developer find any defect in the title of the Project Land prior to the launch of the Project, the Developer shall send a Notice of Defect to the Land Owners calling upon them to cure the notified defect in title. The Land Owners must rectify and cure the notified defect within 30 (thirty) days of receiving the notice.
 - 6.3 If a defect in the title of the Project Land is discovered after commencement of development on the Project, the Land Owners shall rectify such defect within 30 days of such defect at their own cost and expenses. If the Land Owners fail to rectify the defect within the stipulated time, the Developer may rectify the defect at the cost and expense of the Land Owners.

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2024-2025







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दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- MANINDER SINGH PREM SINGH

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दावेदार :- thru MUSOLANIOTHERGGANBU LAND PRIVATE

LIMITED

गवाह 1 :- MANOJ KUMAR

गवाह 2 :- PAPPU Papple

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 538 आज दिनांक 18-04-2024 को बही नं 1 जिल्द नं 77 के पृष्ठ नं 64.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1703 के पृष्ठ संख्या 87 से 89 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 ।

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दिनांक 18-04-2024

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6.4 In the event the defect in the title of the land is not curable within 30 (thirty) days so as to enable the Developer to commence or continue development on the Project Land or exercise its Developmental Rights, the Land Owners shall be liable to pay a lump sum amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) or Rs.1000/- per sq.ft of buildup area whichever is more, in the nature of liquidated damages to the Developer within 15 (fifteen) whichever is more, in the nature of liquidated damages to the Developer within 15 (fifteen) and demand being made by the Developer in that regard. It is agreed between the parties that the amount specified as liquidated damages herein is a genuine pre-estimate of the direct losses that would be incurred by the Developer in the event the title of the Land is found defective.

6.5 All costs and expenses incurred by the Developer in rectifying a title defect shall be reimbursed by the Land Owners, including interest at the rate of 12% per annum for the period starting from the date of such incurring such expenses and the date of reimbursement by the Land Owners."

2.3. All other terms and conditions contained in the Joint Development Agreement not amended otherwise under the terms of this Amendment Agreement shall continue to have full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

DEVELOPER

Signed and delivered by

Authorized Signatory

Name: Mr. Musolani

Designation: Director

GGANBU LAND PRIVATE LIMITED

LANDOWNERS

Signed and delivered by

1. Mr. Maninder Singh (Pan No. EXHPS1605H & Aadhaar No. 8752-3964-4058)

S/o Sh. Ramesh Kumar R/o BichaliGali, Daultabad, Gurugram, Haryana-122006

SIGNATURE: Manindustyly

2. Mr. Prem Singh (Pan No. HHQPS2707N & Aadhaar No. 2913-2998-0479) S/o Sh. Rati Ram R/o House No. 65, Vikas Nagar, Bhiwani, Haryana-127021

SIGNATURE:

MANOJ KAWA

1. Advoca

Advocate Distt. Court Gurugram

2.

PAPPU S/o GOPAL RAM R/o Sheetla Colony, Gurugram

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Section 1

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