10042
8/11/24

Non Judicial

**Indian-Non Judicial Stamp**
**Haryana Government**

Date : 07/11/2024

Certificate No. G0G2024K3879

GRN No. 123545161

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Juhi promoters pvt ltd

H.No/Floor : Squareone Sector/Ward : C2 LandMark : 306 302 square one district centre

City/Village : Saket District : Saket State : Delhi

Phone: 94******25

**Buyer / Second Party Detail**

Name : Emaar india limited

H.No/Floor : Squareone Sector/Ward : C2 LandMark : 306 302 square one district centre

City/Village: Saket District : Saket State : Delhi

Phone : 94******25

Purpose : Tartima

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

## SUPPLEMENTARY AGREEMENT

| | |
|---|---|
| Type of Deed | : Supplementary Agreement |
| Name of village | : Nangli Umarpur, Sector 62 |
| Tehsil | : Sub Tehsil Badshahpur |
| District | : Gurugram |
| Unit Land | : 13.025 Acres |
| Stamp Duty | : Rs. 101/- |
| Stamp No. & Date | : G0G2024K3879/07.11.2024 |
| Registration Fee | : Rs. 103/- |
| Registration Fee GRN | : |

This Supplementary Collaboration Agreement **("Agreement")** is made and executed at Sub-Tehsil Badshahpur on this **07th day of November, 2024:**

**BY AND BETWEEN**

**Juhi Promoters Pvt. Ltd. (CIN: U45201DL2005PTC141553, PAN: AABCJ6021C),** 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,

प्रलेख न:10042

दिनांक:08-11-2024

## डीड सबंधी विवरण

डीड का नाम TARTIMA

तहसील/सब-तहसील बादशाहपुर

गांव/शहर नंगली उमरपुर

## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : g0g2024k3879

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:123580635

पेस्टिंग शुल्क 3 रुपये

Drafted By: ANUJ GUPTA ADV

Service Charge:200

यह प्रलेख आज दिनाक 08-11-2024 दिन शुक्रवार समय 12:50:00 PM बजे श्री/श्रीमती /कुमारी JUHI PROMOTERS PVT LTDthru LAXMI NARAYANOTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयक अधिकारी ( बादशाहपुर )

हस्ताक्षर प्रस्तुतकर्ता
JUHI PROMOTERS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी EMAAR INDIA LTD thru VISHAVAJEET DHANKHAROTHER हाजिर है |
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीNITISH SHARMA पिता . निवासी ADV GGM व श्री/श्रीमती /कुमारी SC ARORA पिता .
निवासी ADV GGM ने की |
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयक अधिकारी( बादशाहपुर )

दिनांक 08-11-2024

Sector 28, Gurugram – 122 002, Haryana, acting through its duly Authorized Signatory Laxmi Narayan (Aadhar No. 8431 6003 1920) to sign and execute this Supplementary Agreement and to appear and present this Supplementary Agreement for registration vide Board Resolution of the company dated 07.11.2024 (hereinafter referred to as the "**Owner**", which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors and the permitted assigns) of the **FIRST PART.**

**AND**

**Emaar India Limited [CIN: U45201DL2005PLC133161] [PAN: AABCE4308B]**, 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 – 122 002, Haryana, acting through its duly Authorized Signatory Mr. Sujeet Kumar duly authorized vide board resolution passed in the meeting of the Board of Directors held on 29-05-2024 and give Authority Letter in favour of Mr. Vishavajeet Dhankhar (Aadhar No. 6756 2149 1460) to sign and execute this Supplementary Agreement, vide Authority Letter dated 07.11.2024 (hereinafter referred to as the "**Developer**" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors and the permitted assigns) of the **SECOND PART.**

**WHEREAS:**

A. The Owner is the owner of land as described in **Schedule I** (hereinafter referred to as **"Said Land"**).

B. The Developer is engaged in the business of development of townships and other real estate construction and development activities.

C. The Developer has acquired the Development Rights of the Said Land from the Owner and has the right to develop the Said Land by virtue of rights already acquired by it.

D. By virtue of ownership of such Development Rights, the Developer is entitled to conceptualize, undertake, implement, execute, develop and complete real estate project(s) thereon including but not limited to 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"**), including but not limited to the proportionate share in the common areas and facilities (including common facilities developed in the Project for sale as per the applicable law) at the Said Project that is attached/sold with the said plots/units or any built-up area comprised in the Project to be developed on the Said Land (**"Saleable Area"**), and the Owner shall remain bound by the same.

E. There have been several developments in the interregnum and therefore the parties have mutually decided to execute this Collaboration Agreement.

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

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 10042 | 2024-2025 | 1 |

पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru LAXMI NARAYANOTHER JUHI PROMOTERS PVT LTD

दावेदार :- thru VISHAVAJEET DHANKHAROTHEREMAAR INDIA LTD

गवाह 1 :- NITISH SHARMA

गवाह 2 :- SC ARORA

**प्रमाण पत्र**

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10042 आज दिनांक 08-11-2024 को बही नं 1 जिल्द नं 620 के पृष्ठ नं 57.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1710 के पृष्ठ संख्या 43 से 44 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 08-11-2024

उप/सयुंक्त पंजीयन अधिकारी बादशाहपुर

## 1. DEFINITIONS

**1.1 Unless the context otherwise requires, the following terms have the meaning as assigned hereunder:**

"**Developer**" means Emaar India Limited.

"**Development Rights**" means the rights already acquired by the Developer from the Owner to develop, construct, sell, lease or otherwise commercially develop and exploit the Said Project on the Said Land as per the sole decision and discretion of the Developer at his own cost including the right to collect and retain the sale proceeds or revenue of whatsoever nature from the sale, lease or exploitation of any nature whatsoever of its Development Rights over the Said land.

"**Owner**" means Juhi promoters Pvt. Ltd.

"**Said Land**" means the land as described in Schedule I

"**Said Project**" refers to the Project as may be decided to be undertaken on the Said Land as per the sole decision and discretion of the Developer, more particularly elaborated in Recital D above.

## 2 BASIC UNDERSTANDING / THE TRANSACTION

2.1 The Owner has transferred the entire Development Rights in the Said Land to the Developer for obtaining the 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.

2.2 In consideration, the Owner is entitled to retain such portion of the revenue as is equivalent to lowest of: (a) cost of the land plus 1% markup, or (b) the circle rate of the said parcel of land, applicable in the State where the subject land parcel was located, or (c) cost of land plus Rs.25,000/- per acre, as consideration in respect of the Development Rights assigned to the Developer for development of the project, which shall become payable as and when the license from DTCP has been issued as per which the Development Rights in the Said Land has been transferred to the Developer by the Owner for the Said Land. All the residuary rights to develop, construct, enter into agreements with the prospective buyers, collect payment from the buyers, execute deeds for effective transfer of title in favour of prospective buyers, etc. were all allowed by Owner in favor of the Developer.

2.3 The Developer is free 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.

2.4 The Owner in turn had placed the Said Land, at the disposal of the Developer, as a real estate developer for exercising its Development Rights for development,

BADSHAHPUR

construction, completion of the project/s and further for the marketing, selling and collection of amount from the prospective purchasers, etc.

2.5 It is reiterated 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 competent authorities. The Developer shall be responsible and liable for any deviation from the building plans.

2.6 That for all purposes, Developer is and shall be the promoter of the Said Project, in terms of the definition of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"RERA Act"**) and Haryana Real Estate (Regulation and Development) Rules, 2017 as amended from time to time (hereinafter referred to as **"Rules"**) framed therein. The Developer expressly agrees that any liability arising out of any default, action, inaction connected with the application/ compliances under RERA Act with Haryana Real Estate Regulatory Authority (hereinafter referred to as **"HRERA"**) shall be solely borne by the Developer and the Owner shall be kept indemnified all time regarding the same.

2.7 This Agreement is in continuation to the earlier agreement signed between the Parties from time to time and all additions/modifications thereto.

3 **MODALITIES**

3.1 The Developer shall be at liberty to make necessary applications for the aforesaid purpose to the authorities concerned (including HRERA) at its own cost and expenses and the Owner shall join, in such applications but the responsibility of obtaining such permissions will be on the Developer and at its costs and expense.

3.2 The Developer shall be entitled to enter into any agreement at its discretion at any time with any building contractor, architect, agents, or any other person for the purpose of development of the said property in its own name and costs, risks and expenses.

3.3 The Developer shall abide by the terms and conditions of license issued by DTCP and the requirements of RERA. The Developer shall not market/ sell the saleable area before receipt of the license from DTCP and registration of the project under RERA. The Parties agree that the Developer has the exclusive right/entitlement of marketing of the Saleable Area in the Project in terms of this Agreement. Parties agree that Developer takes all decisions pertaining to the Saleable Area in/at the Project. Further, the Developer is solely entitled to launch and sell/transfer/lease the Saleable Area under the Project in such phases/parts it deems fit and appropriate and as may be permissible under applicable law. The Developer also has the right to request to the Owner to execute and deliver any additional documents including power of attorney for effective implementation of all its rights inter alia including the development, getting the approvals, construction, for entering into agreements and for executing all other documents as it may require for transferring the effective title to the prospective buyers.

3.4 The Owner 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 exercise its Development Rights.

3.5 The Owner hereby declare that they 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 Owner shall not object if the Said Land is required as a security for any loans / assistance as may be required by the Developer.

3.6 The Owner 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.

3.7 The Conveyance Deed for the Saleable Area in the Said Land shall be executed by the Developer at the costs and expenses of the Developer. The Owner shall execute such documents, deeds, undertakings, etc. as may be required by the Developer for effectively implementing its Development Rights.

3.8 The present Collaboration Agreement does not prejudice the existing agreement between the Parties. This Collaboration Agreement is to be read in continuation of the existing agreement between the Parties. The Clauses of this Collaboration Agreement are intended to highlight the execution of the arrangement already existing between the Parties. The terms in the present document are clarificatory of the arrangement which already stands entered into between the parties. It is made clear that the Development Rights acquired by the Developer and already parted with by the Owner are in no way altered/ affected by this Agreement.

3.9 This Collaboration Agreement shall be read along with the earlier agreements and supplementary agreements signed between the Parties from time to time and all additions/modifications thereto.

3.10 The Owner is vested with absolute ownership of the Said Land (in the manner and to the extent as stated in the Schedule – I to this Agreement) with clear and marketable title. The Owner is recorded as the true and absolute owner of the Said Land in all Government records.

3.11 The Owner and the Developer acknowledge that they have always agreed to and shall continue to act in good faith in implementing the existing agreements read with this Collaboration Agreement and that the Owner had never in the past and shall never interfere with the Development Rights transferred by it in favour of the Developer.

## 4 INDEMNITY

The Developer shall indemnify the Owner against any loss that Owner may suffer, or any penalty Owner may have to pay as a result of any wrongful act of the Developer.

## 5 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 DTCP or any other Competent Authority, whichever is earlier.

## 6 IRREVOCABLE NATURE

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

## 7 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 New Delhi. 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.

## SCHEDULE-I

### Land Schedule of 13.025 Acres

**M/s. Juhi Promoters Pvt. Ltd.**

| Village | Rectangle No. | Killa No. | Area K - M |
|---|---|---|---|
| Nangli Umarpur | 17 | 10 | 3---6 |
| | 18 | 6 | 8---0 |
| | | 11 | 8---0 |
| | | 12 | 8---0 |
| | | 13 | 8---0 |
| | | 14 | 8---0 |
| | | 15 | 5---14 |
| | | 17 | 7---14 |
| | | 18 | 8---0 |
| | | 19 | 8---0 |
| | | 20 | 8---0 |
| | | 21/1 | 8---9 |
| | | 22/1 | 6---13 |
| | | 23/1 | 4---13 |
| | | 23/3 | 0---6 |
| | | 24/1 | 2---2 |
| | | 24/3 | 1---7 |
| | | **Grand Total** | **104---4 or 13.025 Acres** |

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

| FOR AND ON BEHALF OF<br>**OWNER** | |
|---|---|
| **Juhi Promoters Pvt. Ltd.**<br><br>Through its duly Authorized Signatory<br><br>**Laxmi Narayan** | |
| FOR AND ON BEHALF OF<br>**DEVELOPER** | |
| **Emaar India Limited**<br>Through its duly Authorized Signatory<br><br>**Vishavajeet Dhankhar** | |

Witnesses:

1.

IDENTIFIED BY
After Seen Aadhar/I.D. Card of Parties
(Not Responsible if ID is not Genuine)
NITISH SHARMA (ADVOCATE)
GURUGRAM

Witnesses:

2.

IDENTIFIED BY
After Seen Aadhar/I.D. Card Parties
(Not Responsible if ID is not Genuine)
(ADVOCATE)