



# Indian-Non Judicial Stamp Haryana Government



Date : 26/08/2016

Certificate No. J0Z2016H83

Stamp Duty Paid : ₹ 100  
(Rs. Hundred Only)

GRN No. 19856540



Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Shilpkarhousing Pvt Ltd

H.No/Floor: Nil

Sector/Ward: Nil

LandMark: Nil

City/Village: Shubhas nager

District: Jhajjar

State: Haryana

Phone: 9416759591



## Buyer / Second Party Detail

Name: Citylifespaces Pvt Ltd

H.No/Floor: Nil

Sector/Ward: Nil

LandMark: Nil

City/Village: Connaughtplace

District: Delhi

State: Delhi

Phone: 9416759591

Purpose: agreement

## JOINT DEVELOPMENT AGREEMENT

The authenticity of this document can be verified by scanning this QR Code through smart phone or on the website <https://egrashry.nic.in>  
Stamp NO. J0Z20116H83

THIS JOINT DEVELOPMENT AGREEMENT IS BEING EXECUTED AT JHAJJAR ON THIS  
19 Aug 2016

BETWEEN

1. M/s Shilpkar Housing Pvt. Ltd. having their registered office at 9, Edmonton Mall, Ground Floor, Bristol Hotel, Gurgaon, Haryana – 122002 through Shri Sandeep Kumar s/o Mahender Saini near sanik rest house saini harbel mart (Branch Office at Jhajjar)(duly authorized by the Board of Directors vide Resolution dated 1<sup>st</sup> July, 2016 to enter upon the present agreement), herein after referred to as the **FIRST PARTY**, which expression shall where the context so admits include the **FIRST PARTY**, its successors, administrators and assigns etc.
2. (1) Sh. Kishan Lal, Nihal, Sumer sons of Sh. Ganpat. (2) Sandeep Kumar, Manoj Kumar sons of Sh. Balla (3) Ved Prakash, Ramesh Chander sons of Sh. Prabhati Lal (4) Anil

Page 1 | 18

For Shilpkar Housing Private Limited

*Sandeep*  
Authorised Signatory

For City Lifespaces Pvt. Ltd.


*Min*  
Director


<b>डीड संबंधी विवरण</b>	
डीड का नाम	PARTNERSHIP
तहसील/सब-तहसील	झज्जर
गांव/शहर	झज्जर
<b>धन संबंधी विवरण</b>	
स्टाम्प ड्यूटी की राशि	100.00 रुपये
रजिस्ट्रेशन फीस की राशि	50.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: भावेश वकील

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 29/08/2016 दिन सोमवार सम 5:15:00PM बजे श्री/श्रीमती/कुमारी M/S Shilpkar Housing Pvt. लि. द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

  
हस्ताक्षर प्रस्तुतकर्ता

  
उप/सर्वोच्च पंजीयन अधिकारी

सब रजिस्ट्रार, झज्जर

श्री M/S Shilpkar Housing Pvt. Ltd. thru मिन जनिब सन्दीप(OTHER), M/S Shilpar करिये डायेक्टर कृष्णलाल thru मिन जनिब अन्य जिनदल(GPA), M/S Shilpar बनरिये डायेक्टर निहाल thru (GPA), M/S Shilpar बनरिये डायेक्टर वेदप्रकाश thru (GPA), M/S Shilpar बनरिये डायेक्टर रमेश चन्द्र thru (GPA), M/S Shilpar बनरिये डायेक्टर वेदप्रकाश thru (GPA), M/S Shilpar बनरिये डायेक्टर रमेश चन्द्र thru (GPA), M/S Shilpar बनरिये डायेक्टर अनिल thru (GPA), M/S Shilpar बनरिये डायेक्टर प्रदीप thru (GPA), M/S Shilpar बनरिये डायेक्टर बाबूलाल thru (GPA), M/S Shilpar बनरिये डायेक्टर शीला देवी thru (GPA), M/S Shilpar बनरिये डायेक्टर रमेश कुमारी thru (GPA), M/S Shilpar बनरिये डायेक्टर शर्मिला thru (GPA), M/S Shilpar बनरिये डायेक्टर छोटेलाल thru (GPA), M/S Shilpar बनरिये डायेक्टर सज्जन सिंह thru (GPA), M/S Shilpar बनरिये डायेक्टर कमला thru (GPA), M/S Shilpar बनरिये डायेक्टर प्रभाकर thru (GPA), M/S Shilpar बनरिये डायेक्टर विजय सिंह thru (GPA), M/S Shilpar बनरिये डायेक्टर करण सिंह thru (GPA), M/S Shilpar बनरिये डायेक्टर चानू राम thru (GPA), M/S Shilpar बनरिये डायेक्टर बबन सिंह thru (GPA), M/S Shilpar बनरिये डायेक्टर राजेन्द्र सिंह thru (GPA), M/S Shilpar बनरिये डायेक्टर राकेश thru (GPA), M/S Shilpar बनरिये डायेक्टर रामकला thru (GPA), M/S Shilpar बनरिये डायेक्टर कमलेश thru (GPA), M/S Shilpar बनरिये डायेक्टर इतवारी thru (GPA), M/S Shilpar बनरिये डायेक्टर मयन thru (GPA), M/S Shilpar बनरिये डायेक्टर देवीदाल thru (GPA)



Kumar, Pradeep Kumar sons of Sh. Abhay Singh, Smt. Ramrati Devi widow of Sh. Abhay Singh (5) Babu Lal S/o Sh. Pyare Lal (6) Smt. Sheila Devi w/o Late Sh. Biloo Ram, Rinku Kumari, Sharmila daughters of Late Sh. Biloo Ram, Sh. Pawan S/o Late Sh. Biloo Ram (7) Chote Lal s/o Sh. Phusa (8) Sajjan Singh s/o Sh. Kuda Ram (9) Smt. Bajanti widow of Sh. Balwant singh (10) Smt. Kamla w/o Prabhati Lal (11) Sh. Vijay Singh, Karan singh, Bula Ram, Babban Singh, Rajinder sons of Late Sh. Lala Ram, Smt. Vidya Devi w/o Late Sh. Lalla Ram (12) Smt. Ram Kala w/o Sh. Nihal Singh (13) Smt. Kamlesh w/o Sh. Sumer singh (14) Smt. Itwari w/o Sh. Kishan Lal (15) Maman s/o Sh. Ram Swaroop and (16) Sh. Devi Dayal s/o Sh. Hukam Chand all represented by M/s Shilpkar Housing Pvt. Ltd. having their registered office at 9, Edmonton Mall, Ground Floor, Bristol Hotel, Gurgaon, Haryana – 122002, as their General Power Attorney holders vide various General Power Attorneys (GPA) dated 09.05.2013 registered as document no. 2013000116; GPA dated 09.05.2013 registered as document no. 2013000115; GPA dated 10.05.2013 registered as document no. 2013000119; GPA dated 31.12.2014 registered as document no. 2014000211 and GPA dated 02.01.2015 registered as document no. 2015000001, being the various others land owners (Collaborators) hereinafter collectively referred to as the confirming parties, which expression shall, where the context so admits include all the collaborators their respective heirs, legal representatives and successors in interest, who have authorized the FIRST PARTY now herein represented by them through Shri Ajay Jindal, one of their Directors duly authorized by the Board of Directors of M/s Shilpkar Housing Pvt. Ltd. vide Resolution dated 01-07-2016 passed by the Board of Directors of the said company to execute this instrument on the basis of various GPA's mentioned above, as confirming parties.

For Shilpkar Housing Private Limited

  
Authorised Signatory

For City Lifespaces Pvt. Ltd.

  
Director

Page 2 | 18



प्रथम पक्ष



द्वितीय पक्ष



गवाह



उप / सयुक्त पंजीयन अधिकारी



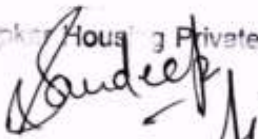
**AND**

M/s City Lifespaces Pvt. Ltd. having their registered office at 914, 9<sup>th</sup> Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi – 110001 through its director Shri Vikas Dua (authorized by the Board of Directors vide Resolution dated 30<sup>th</sup> June, 2016 to enter upon the present agreement), herein after referred to as the **SECOND PARTY**, which expression shall where the context so admits include the **SECOND PARTY**, its successors, administrators and assigns etc.

**WHEREAS**

- A. The First party is owner in possession of land comprising in khasra no. 214 measuring 1.21 hectare situated in revenue estate of village Thada, Tehsil Tijara, District Alwar (Rajasthan) which was purchased by the first party vide registered sale deed dated 30.04.2013 registered as document no. 2013002189 with the office of Sub-Registrar concerned.
- B. That the first party has entered upon a collaboration agreement with Mr. Devi Dayal son of Sh. Hukam Chand, and Mr. Maman son of Sh. Ram Sarup both residents of village Thada, Tehsil Tijara, District Alwar, regarding land comprising in Khasra no. 225, measuring 0.2500 hectare situated in within the revenue estate of village thada, Tehsil Tijara, District Alwar (Raj.). That the said collaboration agreement was entered upon on 05.05.2013 and was registered on 10.05.2013 vide document no. 2013002414 with the office of Sub-Registrar concerned. In terms of the said collaboration agreement the first party is entitled to develop the above-mentioned khasra no. into a residential or commercial project.
- C. That the first party has entered upon a collaboration agreement dated 09.05.2013 executed by Shri Kishan Lal and others registered as document no. 2013002384 with the office of Sub-Registrar concerned regarding land comprising in khasra no. 302, measuring 0.97 hectare, khasra no. 304 measuring 0.25 hectare total measuring 1.22 hectare, with KishanLal etc. in terms of the said collaboration agreement a first party is entitled to develop the aforementioned khasra numbers in to a residential /commercial project.

For Shilpa Housing Private Limited

  
Authorised Signatory

For City Lifespaces Pvt. Ltd.

Page 3 of 18

  
Director

उपरोक्त प्रथम पक्ष व श्री/श्रीमती/कुमारी गिन जानिब विकास द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी सुकेश कुमार वकौल पुत्र/पुत्री/पत्नी श्री आजाद सिंह निवासी झुज्जर व श्री/श्रीमती/कुमारी सौम्य यादव पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी - ने की।

साक्षी नः 1 को हम नम्बरदार/अधिकृतता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 29/08/2016

उप/सर्वेक्षक पंजीयन अधिकारी,  
सब रजिस्ट्रार, झुज्जर

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/सर्वेक्षक पंजीयन अधिकारी,  
सब रजिस्ट्रार, झुज्जर



D. That the first party has entered upon a collaboration agreement dated 09.05.2013 executed by Shri Kishan Lal and others registered as document no. 2013002383 with the office of Sub-Registrar concerned regarding land comprising in khasra no. 215, measuring 0.86 hectare, khasra no. 216 measuring 0.48 hectare, Khasra no. 217, measuring 0.38 hectare, Khasra no. 218, measuring 0.35 hectare, total measuring 2.07 hectare, with Kishan Lal etc. in terms of the said collaboration agreement a first party is entitled to develop the aforementioned khasra numbers in to a residential /commercial project.

(Land detailed in preceding paragraphs referred to as the said land and for reference to the subject matter of this agreement said land be referred to as the area upon which group housing colony is to be established and in exclusion of the area to be utilized for commercial colony)

E. That the first party has entered upon a supplementary collaboration agreement dated 31.12.2014 executed by Shri Vijay Singh and others registered as document no. 2014005042 with the office of Sub-Registrar concerned regarding land comprising in khasra no. 302 and khasra no. 304, as legal heirs of Shri Lala Ramin terms of the said supplementary collaboration agreement, the Collaborators confirm the previous collaboration agreement executed by Shri Lala Ram etc.

F. That the first party has entered upon a supplementary collaboration agreement dated 02.01.2015 executed by Smt. Shila Devi and others registered as document no. 2015000013 with the office of Sub-Registrar concerned regarding land comprising in khasra no. 302 and khasra no. 304, as legal heirs of Shri Billu Ramin terms of the said supplementary collaboration agreement, the Collaborators confirm the previous collaboration agreement executed by Shri Billu Ram etc.

G. The First party is thus entitled to develop the **Said Land** on the basis of ownership and collaboration agreements detailed above.

H. That the respective executants of the collaboration agreements (detailed above) have also executed and registered power of attorneys in favor of the first party authorizing the first party to develop the said land as to further do and to have done

For City Life Spaces Pvt. Ltd.

For Shilpkar Housing Private Limited

  
Authorised Signatory

  
Director

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all acts, deeds and things which may be required for development of the said land.

- I. Pursuant to its ownership and the aforesaid Collaboration Agreements, First party is engaged in the development of a residential group housing project and a commercial project on the Said Land. That the present agreement pertains to the residential part i.e. the Group Housing colony which is to be developed upon the said land admeasuring 35290.21 sq.mtr falling in sector 33 Bhiwadi, District Alwar (Rajasthan) as detailed in the layout sanction plan dully approved by UIT Bhiwadi District Alwar (Rajasthan) on 12.09.2013. (hereinafter referred to as the "Project").
- J. Further, pursuant to the rights and authority of the first party qua land under its ownership and rights and authority granted to First party under Collaboration Agreements and powers of attorney mentioned aforesaid, First party has obtained a license from Urban Improvement trust bearing no. 71/13 in sector 33 Bhiwadi, District Alwar (Rajasthan) whereby the First party is entitled to develop the Said Land in to a group housing colony and commercial colony in sector 39 Bhiwadi, District Alwar (Rajasthan) (hereinafter referred to as the comprehensive licence).
- K. That out of the said land an area measuring 6267.71 sq. meters has to be surrendered for 60 meter and 45 meter wide road, 134.37 sq. meters for 12 meter wide nala and 2054.19 sq. meter for facilities.
- L. The First party had also applied for getting the building plans of the proposed Project on the Said Land sanctioned from the concerned authorities. That the building plans for the group housing colony have been since sanctioned in principle on 25.04.2016 by UIT Bhiwadi District Alwar (Rajasthan) regarding which demand letter dated 22.06.2016 has been issued by UIT Bhiwadi.
- M. The Second party is well-established in the field of real estate and is involved inter alia, in the business of developing various plots of land and constructing commercial and residential complexes & group housing projects of different types and thereon.
- N. The Second party has proposed and the first party has accepted to jointly develop and construct a group housing colony on the Said Land subject to agreed rights and liabilities and indemnifications between the Second party and the first party as

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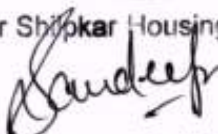
contained hereunder.

- O. Accordingly, the first party and the Second party have agreed to enter into this Agreement for the development of the Project and confirming parties have jointly and severally confirmed this transaction for Joint Development Arrangement between the FIRST PARTY and the SECOND PARTY, whereby the Second party shall be entitled to develop the entire Project and bear all the costs and expenses (detailed hereunder in this agreement), which may be involved in relation thereto.
- P. Pursuant to the above, the Parties have entered into this joint development agreement, hereinafter shall be referred to as "JDA"/ "Agreement", subject to the terms and conditions stipulated herein.

**NOW THEREFORE, THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. That as stated above the first party had obtained a comprehensive license with regard to development of a group housing colony and a commercial colony upon the total land subject matter of the comprehensive license. That the present agreement is being executed only with regard to the group housing colony admeasuring 35290.21 sq.mtr to be developed upon the said land. That the first party is developing the commercial colony under the comprehensive license on its own and the second party has no concern with the same. For the sake of clarity, a layout site plan approved by Layout Plan Committeon.12.09.13 has been appended with this agreement wherein the location of said commercial colony and group housing colony has been shown.
2. That any reference to the said license hereinafter shall be considered and deemed to be referring only to the group housing colony aspect and part of the comprehensive licence. Similarly, any reference to the land shall be considered and deemed to be referring only to the land upon which group housing colony is proposed to be established.

For Shipkar Housing Private Limited

  
Authorized Signatory

For CityLife Spaces Pvt. Ltd.

  
Director

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3. That as stated above the first party have got sanctioned, in principle, the plans for the complete project which includes the commercial colony and the group housing colony. That the said plans clearly demarcate the area out of the total land under the comprehensive license to be developed into a commercial colony and into a group housing colony. That in terms of the said plan the area to be utilized for the group housing colony is subject matter of the present agreement.
4. That in terms of the agreement achieved between the First and Second parties hereto, the first party and the second party shall be entitled to retain 50% each of super built up area consisting of RCC framed structure, subject to other terms so agreed upon through this agreement (or any other extent of area as the parties may mutually decide in writing).
5. That all other saleable area or area capable of being allotted shall also be shared by the parties hereto to the extent of 50% each.
6. That the first party shall be liable to discharge its liabilities to allot area to the conforming party / landowners from its 50% share and the Second Party shall have no liability towards the conforming party / landowners
7. That the first party has incurred all requisite expenses till date in obtaining the license and in principle sanctioning of the project plans. Any and all expenses, costs, dues, charges, cess etc. pertaining to the revision in or re-sanctioning of plans for development of the said land, and the said project shall be borne in entirety by the second party. However, in case any dues or expenses is found pending prior to the date of execution of this agreement then such dues or expenses shall be paid by the first party.
8. That the second party shall incur the entire costs for construction of the RCC Structure of the share of the first party in the said project. However, the costs for the development of common areas / facilities restricted to laying of sewer lines development of road and pathways, landscaping, providing of electric and water connection, further construction / development of boundary wall of the said project from its present stage, Club, D.G sets, provision of firefighting facilities, Electric Sub

For Shilpkar Housing Private Limited

  
Authorised Signatory

Page 7 | 18  
For City Lifespaces Pvt. Ltd.



Director





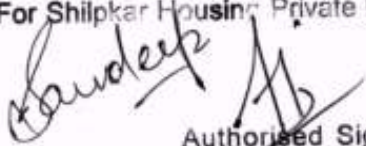
Station , Sewage Treatment Plant shall be borne by the first party and the second party to the extent of 50% each.

9. It is mutually agreed that all cost and charges pertaining to the procurement of Occupation / Completion Certificate shall be borne by the first party and the second party each for their respective share of area. However since the Second Party is obliged to only construct the RCC structure of the First Party's share herein defined in this agreement the obligation to timely complete its share of area in all aspects shall be of the First Party and the First Party shall thereby ensure the same, not causing a delay for the procurement of any part or full completion certificate from competent authorities. That in case either of the parties fails to complete its share within prescribed time lines (prescribed in the license or any other sanction/permission) then such party shall be liable for damages, penalties etc. if any suffered by the other party due to such non-completion.
10. That the second party shall be entitled to seek revision in the already sanctioned building plans. In such eventuality all the costs involved in such revision or extra charges payable for revision in plans including the enhancement of constructible area shall be borne by the second party.
11. That as already stated the plans for the colony have already been sanctioned thus the second party shall be liable to commence the construction of the project within 15 days of procurement of the said current sanctioned plans. However, if the second party seeks revision in the sanctioned plans then the second party shall be bound to apply for such revision within 90 days from the receipt of the current sanctioned plans , to the concerned authorities.
12. That in either of the eventualities the parties hereto shall mutually demarcate their respective areas within 15. days of sanctioning of revised plans (in case revision in plans is sought by the second party). That once such areas are demarcated, the parties hereto shall be entitled to allot respective areas to prospective buyers. That the first party shall execute a GPA authorizing the second party to allot / sale area falling to the share of second party to prospective buyers.

For City Lifespaces Pvt. Ltd.

  
Director

For Shilpkar Housing Private Limited

  
Authorised Signatory

Station : Sewage Treatment Plant shall be built at the site of the existing station.  
party to the extent 50% each.

It is mutually agreed that all cost and charges pertaining to the construction of the Sewage Treatment Plant shall be borne by the party to the extent 50% each for their respective share of area. However since the Second Party is assigned to only construct the RCC structure of the First Party's share herein defined

responsibility of the First Party and the First Party shall thereby ensure the same, not causing a delay for the procurement of any part or full construction materials from competent authorities. That in case either of the parties fails to complete its share within prescribed time limit (prescribed in the license of any other action/permission) then each party shall be liable for the cost of completion thereof by the other party up to such amount as may be determined.

The parties have agreed that the First Party shall be responsible for the construction of the Sewage Treatment Plant and the Second Party shall be responsible for the construction of the RCC structure of the First Party's share herein defined.

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The parties have agreed that the First Party shall be responsible for the construction of the Sewage Treatment Plant and the Second Party shall be responsible for the construction of the RCC structure of the First Party's share herein defined.



13. That the project shall be constructed in two phases. The commencement of each of the phase and completion of construction of such phase shall be time bound. That in the first phase of construction, the second party shall be bound to construct and deliver 2,00,000 sq. feet super built up area of the share of the First Party in the form of fully completed RCC structure in accordance to seismic Zone-4. That such constructed area shall be provided by the second party in the form of completed single tower or towers (casting of roof slabs supported on columns and beams roof conducting and provision of plumbing traps, casting of mumty and lift room) as the case may be whereby the complete area of 2,00,000 sq. ft super built up area may be achieved. That the second party shall be bound to complete the afore-stated construction of 2,00,000 sq. ft. super built up area belonging to the share of the First Party in first phase itself.

It is clarified that the obligations of the SECOND PARTY for construction of RCC structure in accordance to seismic Zone-4 for the share of the First Party shall be deemed to be clearly understood for construction of RCC structure, which would include casting of roof slabs, supported on columns and beams roof conducting and provision of plumbing traps, casting of mumty and lift room; and thereafter for carrying out the further development in the said structure and carrying out of finishing works therein shall be the responsibility of the First Party itself to carry out the same at their own cost for their own share.

The afore-stated construction of 2,00,000 sq. ft. super built up area belonging to the share of the First Party as per the timelines herein defined below.

S.NO	DESCRIPTION OF AREA	TIME FRAME FOR CONSTRUCTION	Grace Period
	All area whereby the proposed height of the superstructure does not exceed 16 mtr 's in height	365 days from the commencement date.	60 days beyond the initial 365 days
	All area whereby the proposed height of the superstructure is beyond 16 mtr 's in height	540 days from the commencement date.	90 days beyond the initial 540 days

The date of commencement of project shall be considered as the date of receipt of the present sanctioned plan from the competent authority. In case, the second

Page 8 of 18  
For City Spaces Pvt. Ltd.

For Shilpkar Housing Private Limited

*Abundee*  
*AB*

Authorised Signatory

*Director*

Director



party seeks revision in sanctioned plans then the date of commencement of project shall be considered as the date of sanction of the revised plans. In case, the second party is unable to achieve fully constructed RCC structure regarding 2,00,000 sq. ft. super built up area of the share of the First Party within the aforementioned time limits then it shall be liable to pay the penalties herein stated below for the said delay, for the unconstructed balance area.

- a. ) The said amount applicable for the penalties will be calculated on the basis of Rs.500/- (Rupees Five Hundred) per sq. ft\* Quantum of balance unconstructed area pending for construction of the said phase \* Percentage of Penalty applicable

**For e.g.**

If the pending area is 25,000 sq.ft then the amount due for penalty shall be 1,25,00,000/- ( One Crore Twenty Five Lacs Only ) \* 15% (P.A for initial 90 days term ) then the penalty applicable p.m will be Rs.1,56,250/- p.m

S r . N o	Period beyond which the penalties will be applicable	For Initial 90 days of delay	For Next 90 days of delay	Beyond Initial 180 day
1	After 90 days from the commencement of construction of the said phase, the amount due for penalty shall be Rs. 1,56,250/- p.m	15% of the amount due for penalty	15% of the amount due for penalty	15% of the amount due for penalty
2	After 180 days from the commencement of construction of the said phase, the amount due for penalty shall be Rs. 1,56,250/- p.m	15% of the amount due for penalty	15% of the amount due for penalty	15% of the amount due for penalty

It is further clarified that the amount of penalty shall be applicable on the pending area and therefore any fresh area constructed after the implication of such penalty shall reduce the overall pending areas thus affecting the penalty proportionately.

The Second Party shall duly pay the said penalties to the First Party on monthly basis till the period of delay by the 10<sup>th</sup> day of the following month, any default in the payment of same shall render the Second Party to be liable for additional damages of Rs. 3000 /- Three Thousand Only per day in addition to the existing penalty for the period of such delay.

14. That it has been agreed that First Party shall be given a preferential allocation of area to be distributed among the First Party and Second Party on pro-rata basis. The parties will mutually ensure the distribution of area in such a manner that either of

For Shilpkar Housing Private Limited

*Sandeep*  
*AB*

Authorised Signatory

Page 10 | 18  
For City Lifespaces Pvt. Ltd.

*Director*

Director



party seeks revision in questioned claim from the time of a written demand for  
shall be considered as the date of action of the party in the revision.  
party is unable to achieve full contracted HCC structural resistance,  
some part or area of the share of the first party within the structure  
limits then it shall be liable to pay the penalties herein stated below for the said  
delay for the uncontracted balance work.

4. The said amount applicable for the penalties will be calculated on the  
basis of \$12,500/- (Twelve thousand five hundred) per sq. ft. duration of balance  
uncontracted area pending for completion of the said phase.  
Penalties as follows apply:-

For 1st

If the pending area is 12,500 sq. ft. then the amount shall be \$12,500/-  
If the pending area is more than 12,500 sq. ft. then the amount shall be \$12,500/-  
per sq. ft. of pending area.

For 2nd

For 3rd

For 4th

For 5th

For 6th

For 7th

For 8th

For 9th

For 10th

For 11th

For 12th

For 13th

For 14th

For 15th

For 16th

For 17th

For 18th

For 19th

For 20th

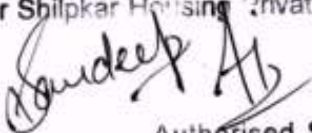
the parties get entitled to a individual blocks/ tower of constructed area which have nil or as far as possible minimum composition of area share belonging to the other party. This distribution pattern shall be applied for both the phases. -

15. That with the successful completion of the first phase of RCC structure, the second party shall be bound to complete the second phase i.e. the remaining construction of the RCC Structure (as per the already sanctioned or revised plans) within a total 30 months from the date of commencement of construction.
16. That the consequences of non completion of the second phase within the agreed time period shall be the same for respective delay periods as have been applicable to the First Phase herein defined above in the Para 13
17. That the second party shall bear and shall be liable towards the construction and completion, inclusive of all costs and expenses for the EWS component of the said colony. That any amount or costs reimbursed by the concerned authorities to the First party regarding the EWS component shall be entirely reimbursed to the Second party duly appropriated towards the costs incurred for such EWS component by the second party. That the first party shall be liable towards the second party towards 50% of the deficit if any between the actual cost incurred and the costs reimbursed by the concerned authorities. However, in such eventuality the first party shall be entitled to an independent audit of the costs incurred in the EWS component by the second party.

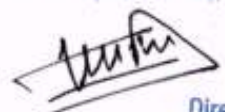
That the cost of construction of these EWS flats shall also bear an interest of 15% p.a added to the basic cost of construction and therefore the final deficit shall be calculated after adding the interest to the cost of construction and reducing the receipts against the said EWS flats from the competent authorities. However if the First Party pays its 50% share of all such cost against the construction to the second party of the said EWS flats on timely basis it shall not be liable to bear the cost of interest for such amounts which have been paid by the First Party against the said cost herein mentioned above. In case the amounts incurred are lesser than amounts re-imbursed then the amount which is reimbursed over and above the incurred costs after taking into account aforesaid interest costs, shall be shared to the extent of 50% each by the first party and the second party.

For City Spaces Pvt. Ltd.

For Shilpkar Housing Private Limited



Authorised Signatory



Director





18. That the entire parking area covered or open shall be shared by the parties hereto the extent of 50% each. The first party shall be entitled to minimum of one car parking space per flat and remaining parking if any shall be shared to the extent of 50% each by the first party and the second party. In case stilt / covered/basement parking is required to be constructed to achieve at least one car parking per flat then the second party shall be liable to construct the same and bear all costs of the same as well.
19. That the parties hereto shall be entitled to sale and market the areas falling to their respective shares independently, after demarcation of their respective shares. That in case exact areas cannot be separated and demarcated in the form of units, then the shortfall or excess area of either of the parties shall be mutually adjusted with prevailing market rates.
20. That the commercial component of the group housing colony shall also be shared to the extent of 50% each.
21. That any penalty or interest or any other charge imposed by any concerned authority due to violation of any terms of the licence or sanctioned plans or non completion of the project within time or non abiding with any other terms and condition of development shall be borne exclusively by the second party. However the Second Party shall not be liable for any penalty or interest or any other charges imposed due to nonperformance on the part of the First Party to successfully complete its share of area in all aspects or non abiding with any other terms and condition of development thus applicable to their share and all such penalty or interest or any other charges shall be paid for by the First Party.
22. That after the completion of the project the maintenance agency, for maintenance of the project shall be appointed by the first party with consent and discussion with the second party.
23. That an amount of Rs. 5,00,000/- has been paid by the second party to the first party at or before the execution of the present agreement towards non refundable security amount.
24. That both the Parties - shall keep the other party indemnified qua any loss or

For City Lifespaces Pvt. Ltd.

For Shilpkar Housing Private Limited

  
Authorised Signatory

  
Director





damage or penalty or prosecution suffered by the other party on account of any misrepresentation made or violation of any term of license, rules, laws etc That neither of the parties shall be liable for any of the debts or other liabilities, by or due from the other and each will hold the other free and harmless therefrom

25. That any increase in area / FAR for the project shall be shared by the parties hereto to the extent of 50% each, subject to any subsequent mutual understanding or arrangement. The total cost of construction of the RCC structure in the Project on the Said Land shall be borne by the second party. Save and except to the extent set out herein, the first party shall not be required to pay for the cost of construction of the said RCC structure or for obtaining plans and licenses as set out hereinabove. The second party shall be responsible to bring in all the working capital required to develop and execute the Project.
26. That the Second Party shall be entitled to Housing Loan or to raise a project loan by mortgaging their share of area at necessary stages of construction and the First Party shall have no objections to the same. In order to ensure that the Second party utilizes the funds to be had by raising project loan from any Bank or Financial Institutions for development and construction of the said Group Housing Project, the Second party undertakes to ensure utilization of such funds only on this Project. For this purpose the Second party further undertake that it shall open and operate an Escrow account with the concerned lending Banks or Financial Institutions wherein the amounts availed through loans shall be deposited/transferred and utilize the funds under their supervision for the project, only. That the first party shall be entitled to seek independent audit of the accounts thereof the second party concerning the usage and utilization of funds for the aforesaid project loans.
27. That the second party shall be liable to complete the RCC frame structures or columns in accordance to seismic zone-4 including casting of roof slabs supported on columns and beams roof conducting and provision of plumbing traps, casting of mummy, lift room without carrying out any bricks work, plumbing, wood work, flooring without achieving any type of finished product.
28. That in case any extension be intended to be made in respect of area of the land connected with this project then both the Parties shall have the right to acquire

For Shilpkar Housing Private Limited

  
Authorised Signatory

Page 13 | 18  
Pooja Lifespaces Pvt. Ltd.

  
Director





such additional land in equal areas and ratio proportion of sharing between the parties with regard to development and construction of such additional area. That the either of the parties indulging in such acquisition shall give the other party a right to purchase such additional land in equal areas and ratio and incase the one of the party is unable to tender his share of investment for such acquisition the other party shall be at liberty to procure the said addition of land parcels on its own in the said license,

That in such a scenario the party acquiring the said land parcel will be at liberty to develop the said land parcel on its own or enter into a fresh JDA on mutually acceptable terms for such additional area with the other party (i.e. either the first party or the second party as the case may be).

However incase the parties have acquired the said additional land parcel in the equal ratio the parties will enter into development of such additional land parcel in equal ratio and will distribute the benefits thus attained from this additional procurement on equal ratio. A fresh JDA will then be created to bind the specific terms of this additional development.

29. In order to facilitate implementation of the Terms and conditions under this Joint Development Agreement, The First Party exercising its own powers and also exercising the powers conferred on them by the various other land owners (The Collaborators), The First Party has also given authorization to Shri Vikas Dua one of the Directors of The Second Party through a comprehensive resolution passed by the Board of Directors of the company, The First Party, passed by them in the meeting held at their registered office on 22<sup>nd</sup> July 2016, inter alia, empowering Shri Vikas Dua to obtain necessary Approvals, clearance, permissions, sanctions from the Governmental Authorities whenever necessary in order to execute and develop the "Project" on the Said Land. The First party undertakes that it shall not revoke or withdraw the authorisations given by the First party to Shri Vikas Dua one of the Directors of the Second party through Resolutions dated 22<sup>nd</sup> July 2016, subject to the fulfilment of the terms and conditions of the JDA by the second party.

30. That the Second Party shall be responsible and liable for compliance of all labour laws and liabilities towards labour including but not limited to their salaries, ESI






involved for the purpose of construction on the said project. Further the Second Party shall be responsible for any mishap or accident if any during the tenure of construction activity being carried out by the Second Party. (Till the scope of work of the second party, beyond that the onus and responsibility would be of the first party). That the second party will be liable towards the defects, if any, in the structure of the project and shall keep the first party indemnified in this regard. Any losses suffered due to defects in the structure shall be borne by the second party. That minimum standards and benchmark for construction quality of the structure shall be agreed to mutually, prior to commencement of construction. That the first party shall be entitled to the verification of the achievement of standards and benchmarks for quality of construction from any agency. The second party shall be liable for any defects or losses which may occur due to non-compliance of such standards and benchmarks.

31. That so far as the responsibility of the First Party vis a vis the Confirming parties is concerned it is clearly understood that all such commitments made by the First Party with the Collaborators respectively under various collaboration agreements and supplementary collaboration agreements are concerned the same shall be met out and discharged by the First Party alone with reference to the various collaboration agreements, from out of the share of the First party without recourse to the Second party and without recourse to the share of the Second party.
32. It is also mutually agreed and understood between the parties that both the parties shall extend full co-operation to each other and one another for effective implementation of the Terms and conditions of this Joint Development Agreement. In this connection the First party and the confirming party (either in person or through their POA holder) also undertake to execute any further or other documents which may become necessary either to be executed with UIT Bhiwadi or any other Government Authorities or to be executed with the landing Banks or Financial Institutions, if and when necessary.
33. That depending on the nature of the Joint Development Agreement, whatever Service Tax becomes payable by the First Party to the Second Party for providing built up RCC structure covered by the Terms of this Agreement to be passed on to

For City Lifespaces Pvt. Ltd.

For Shilokar Housing Private Limited

  
Authorised Signatory

  
Director

involved for the purpose of construction on the site and shall be the responsibility of the second party. The second party shall be responsible for any further construction activity being carried out by the second party, beyond that the first party shall be responsible for the construction of the project and shall keep the first party informed in the regard. The second party shall be liable towards the first party for any defects or losses which may arise due to non-compliance of the standards and benchmarks.

The second party shall be responsible for the construction of the project and shall keep the first party informed in the regard. The second party shall be liable towards the first party for any defects or losses which may arise due to non-compliance of the standards and benchmarks.

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the First Party, the First Party shall pay the Service Tax component to the Second Party as per the requirements of law. It is clarified that payment of such component of Service Tax by the First Party to the Second Party shall be made only on recovery of Service Tax component by the First Party on sale of their portions of their Share to the clients / customers of the First Party.

34. It is clearly understood and agreed upon between the Parties that whatever amounts are received and recovered by any of the parties against the sale proceeds of the units/areas of their respective shares in this project, on account of BSP, EDC, IDC, FFC, STP, Club Membership etc., the said amounts shall be retained by the parties respectively with themselves without any responsibility to account for the same to the other party.
35. The Stamp Duty and registration expenses of this JDA shall be borne by the second party, in case the present JDA is got registered.
36. This Agreement and all questions relating to its interpretation shall be governed and construed by and in accordance with the laws of Republic of India. Except as otherwise specifically provided in this Agreement, the following provisions shall apply to disputes or differences between the Parties arising out of or relating to or in connection with this Agreement ("Dispute"). A Dispute will be deemed to arise when one Party serves on the others a notice stating the nature of the Dispute (a "Notice of Dispute"). The Parties hereto agree that they will use all reasonable efforts to resolve between themselves, any Disputes arising out of or relating to this Agreement through negotiations. Any Disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by Parties through negotiations, after the period of thirty (30) days from the service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended or supplemented hereafter), and The arbitral tribunal would comprise of a sole arbitrator, namely Sh. Sameer Kharbanda ( as agreed by the parties hereto ) or in his absence a sole arbitrator to be appointed by mutual consent of the First Party and Second Party or to the tribunal to be constituted in accordance with the provisions of the said act. The venue of arbitration shall be in Gurgaon. The Parties hereto shall submit to the

For Shilpkar Housing Private Limited

  
Authorised Signatory

For City Lifespaces Pvt. Ltd.

  
Director





arbitrator's award and the award shall be enforceable in any competent court of law. All Disputes arising from this JDA shall be subject to the sole jurisdiction of the Competent Courts of Gurgaon.

37. The Parties herein do not desire to become agents of each other and as such, do not intend to constitute a partnership firm nor to form themselves into an Association of Persons and as such, the provisions of the Indian Contract Act 1872 shall be applicable to the Parties herein in their inter-relationship and the same shall govern this JDA wherever there is no express provision made therefor. The Parties herein hereby specifically confirm that this JDA does not constitute a partnership and consequently no Party shall be entitled to represent the other as an agent of the other so as to bind the other Party. The rights and responsibilities of the Parties are and shall be as hereunder and as hereafter set out to be mutually agreed from time to time and governed by the provisions of Indian Contract Act 1872 wherever there is no express provision.
38. It is further agreed between the Parties hereto that the Income Tax payable for this venture shall be paid by the Parties separately and individually and neither Party is responsible or liable for such Income Tax payment of other Party. In the event this joint development arrangement becomes liable to pay any, Direct or Indirect Taxes, then the same shall be recovered from the Parties herein in proportion to its share of the area.
39. This JDA shall supersede all previous MoU's or agreements of terms sheets entered into between the Parties and henceforth the terms of this JDA and other documents referred to herein above shall alone govern the Parties.
40. That the confirming parties through their duly constituted Attorney also do hereby confirm this transaction for Joint Development of the said Project, in its letter and spirit and they also undertake to remain bound by the said confirmation of this transaction between the First Party and Second Party.
41. This Joint development agreement shall be subsequently registered with the competent authorities / Thesil / Registrar office at Jhajjar, Haryana. That further the cost of stamping and registration of this agreement will be borne by the Second Party.

arbitrator's award and the award shall be enforceable in the same manner as a judgment of the court. All disputes arising from this JOA shall be subject to the jurisdiction of the competent court of Guyana.

17. The Parties herein do not desire to become partners in the business and do not intend to constitute a partnership firm nor to form themselves into an Association of Persons and as such, the provisions of the Indian Contract Act 1872 shall be inapplicable to the Parties herein. In their inter-relationship, the Parties herein hereby specifically confirm that this JOA does not constitute a partnership and consequently no Party shall be entitled to represent the other as an agent of the other or as joint the other Party. The rights and responsibilities of the Parties are and shall be as set forth herein and no Party shall be liable to the other Party for any loss or damage caused by the negligence of either Party or any other person.

18. The Parties herein do not desire to become partners in the business and do not intend to constitute a partnership firm nor to form themselves into an Association of Persons and as such, the provisions of the Indian Contract Act 1872 shall be inapplicable to the Parties herein. In their inter-relationship, the Parties herein hereby specifically confirm that this JOA does not constitute a partnership and consequently no Party shall be entitled to represent the other as an agent of the other or as joint the other Party. The rights and responsibilities of the Parties are and shall be as set forth herein and no Party shall be liable to the other Party for any loss or damage caused by the negligence of either Party or any other person.

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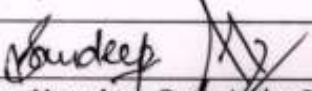

22. The Parties herein do not desire to become partners in the business and do not intend to constitute a partnership firm nor to form themselves into an Association of Persons and as such, the provisions of the Indian Contract Act 1872 shall be inapplicable to the Parties herein. In their inter-relationship, the Parties herein hereby specifically confirm that this JOA does not constitute a partnership and consequently no Party shall be entitled to represent the other as an agent of the other or as joint the other Party. The rights and responsibilities of the Parties are and shall be as set forth herein and no Party shall be liable to the other Party for any loss or damage caused by the negligence of either Party or any other person.



IN WITNESS WHEREOF THE PARTIES ABOVEMENTIONED ARE EXECUTING THIS  
JDA IN THE PRESENCE OF WITNESSES ATTESTING HEREUNDER ON THE DAY, MONTH  
AND YEAR HEREINABOVE FIRST MENTIONED.

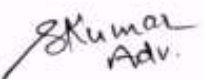
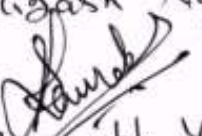
For Shilpkar Housing Private Limited

For City Lifespaces Pvt. Ltd.

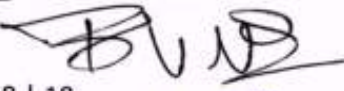
First party 	Second party 
M/s Shilpkar Housing Pvt. Ltd. <del>Authorized Signatory</del> Edmonton Mall, ground Floor, the Bristol Hotel, Gurgaon, acting through Shri Sandeep Kumar (duly authorized by the Board of Directors vide Resolution dated 1 July, 2016 to enter upon the present agreement) R/o Near Sainik Rest House, Subhash Nagar Jhajjar, District Jhajjar.	M/s City Lifespaces Pvt. Ltd. having their registered office at 914, 9 <sup>th</sup> Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi – 110001 through its director Shri Vikas Dua

Confirming parties thru their GPA holder represented by Shri Ajay Jindal

Witnesses:

-   
Adv.
1. Sukesh Kumar S/o Azad Singh.  
Subhash Nagar Jhajjar
  2.   
Saurabh Yadav S/o V. K. Yadav.  
C-23, Shivaji Park New-Delhi

Note :- that on Page no -1 there is  
Correction.

Drafted By- 

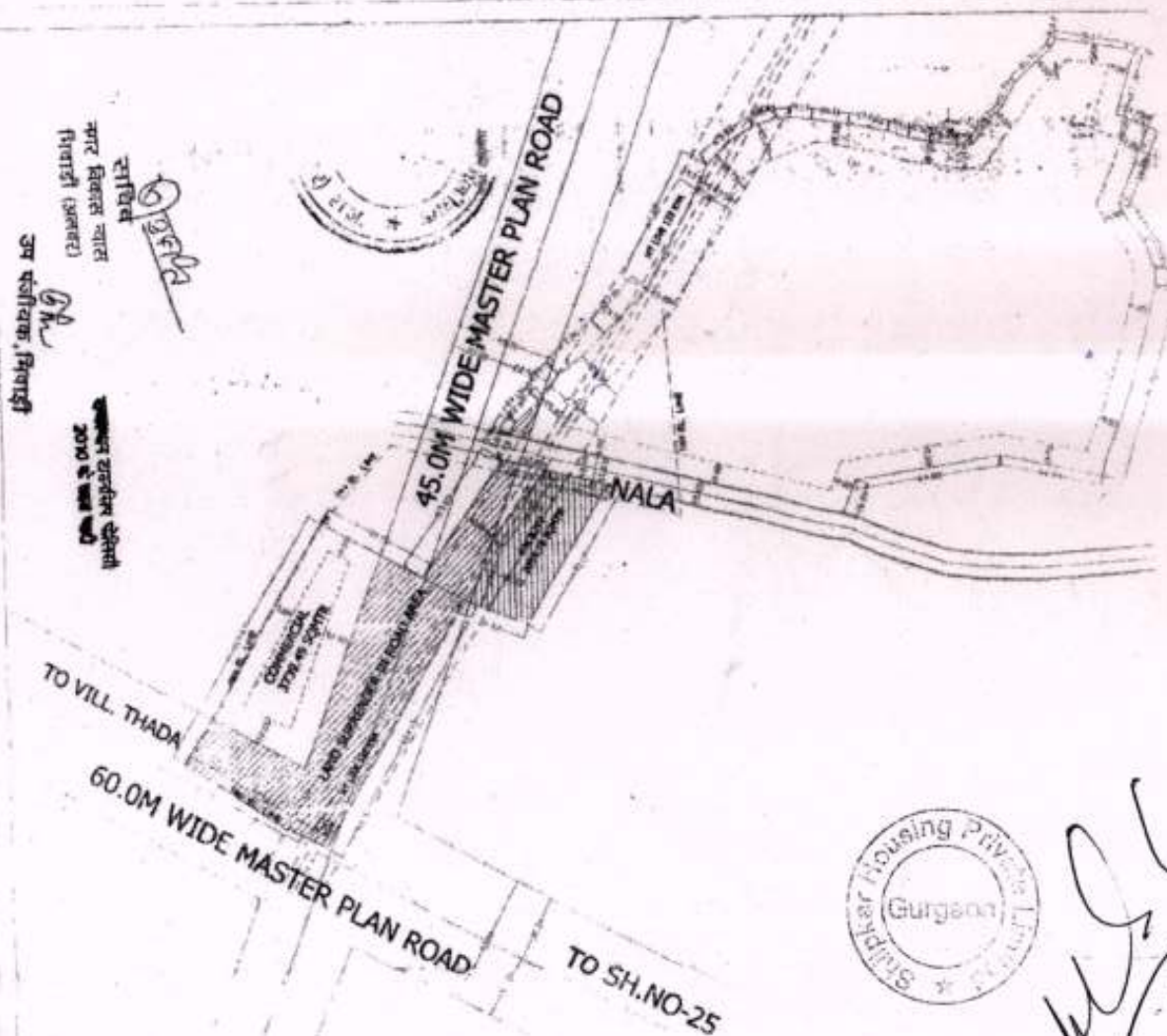
Page 18 | 18  
**BHAVESH YADAV**  
Advocate  
Regn. No. P/2159/2009  
Distt. Courts, Jhajjar

IN WITNESS WHEREOF THE PARTIES ABOVE SIGNED, AND YEAR HEREINABOVE FIRST MENTIONED, IN THE PRESENCE OF WITNESSES ATTENDING HEREON, AND FOR CITY LIMITED

First party	Authorized Signatory	Second party
Hotel Gurgaon, acting through Shri Sandeep Kumar ( duly authorized by the Board of Directors vide Resolution dated 2 July 2016 to enter upon the present agreement) R/o Near Saket Post Office, Saket, District	Authorized Signatory	For City Limited

BHAVESH

Regd. No. P/21  
Dist. Court



#### PLOT FOR RESIDENTIAL:

1. Total plot area as per revenue = 47500.00 Sqmt
  2. Total plot area as per survey plan = 47485.97 Sqmt
  3. Surrender in 60.0 M and 45.0 M wide road area = 6267.71 Sqmt
  4. Surrender in 12.0m wide nala area = 134.37 Sqmt
  5. Remaining plot area = 47485.97-6267.71-134.37 = 41083.89 Sqmt
  6. Surrender area for facilities = 2054.19 Sqmt
  7. Net Plot Area = 39029.70 Sqmt
- a) Residential Area = 35290.21 Sqmt  
b) Commercial Area = 3739.49 Sqmt

#### BUILDING PARAMETERS

- MINIMUM SET BACKS = 15.0M, 9.0M, 9.0M, 9.0M (For Residential land use)  
MINIMUM SET BACKS = 12.0M, 12.0M, 9.0M, 9.0M (For Commercial land use)  
MAXIMUM COVERAGE = 35 %  
STANDARD FAR = 1.33  
OTHER BUILDING PARAMETERS SHOULD BE AS PER GREATER BHIWADI BUILDING BYE LAWS-2011

**PROPOSED SITE PLAN FOR RESIDENTIAL GROUP HOUSING (M/s SHILPKAR HOUSING PVT. LTD)**  
AT KHASRA NO. 302,304,214, 215,216,217, 218, 225 AT VILLAGE - THADA  
TEHSIL - TIJARA, DISTT. ALWAR (RAJ.)



SCALE:-  
1CM=20M

LE.N.  
U.T.T. BHIWADI

ATP  
U.T.T. BHIWADI

FORWARDER  
U.T.T. BHIWADI

SEN / EXEN  
U.T.T. BHIWADI

STR.  
U.T.T. BHIWADI

SECTY.  
U.T.T. BHIWADI

For Shilpkar Housing Pvt. Ltd. For City Lifespaces Pvt. Ltd.  
URBAN IMPROVEMENT TRUST, BHIWADI

Authorised Signatory

Director



