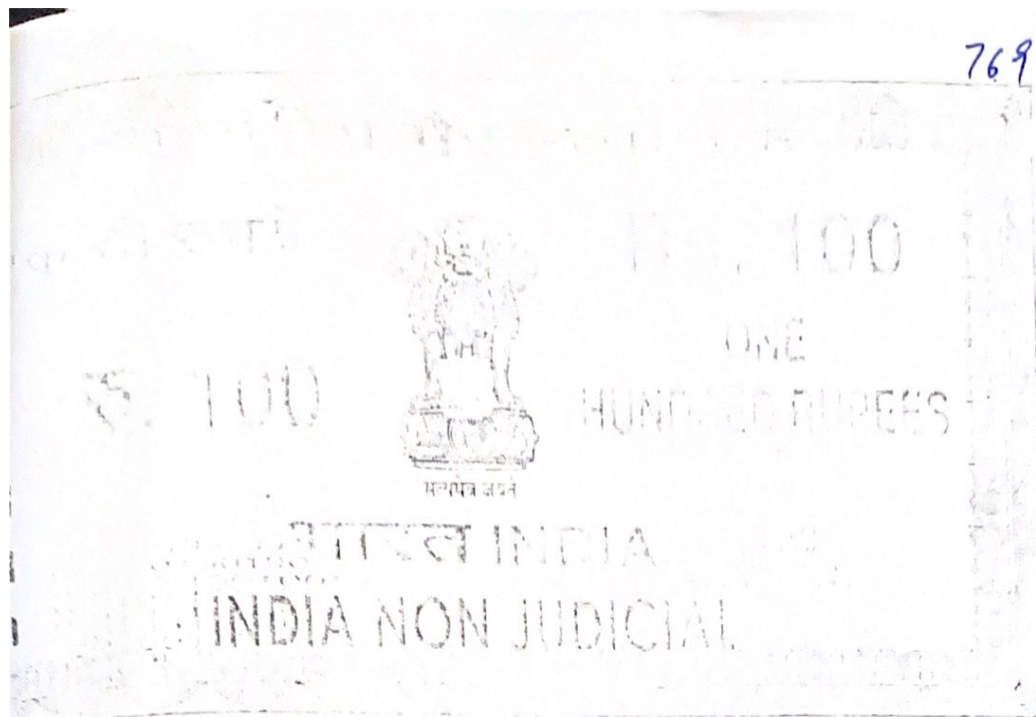


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ਪੰਜਾਬ PUNJAB

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SUPPLEMENTARY AGREEMENT

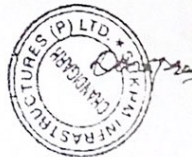
This Agreement is made, this 15th JULY Day of 2019.

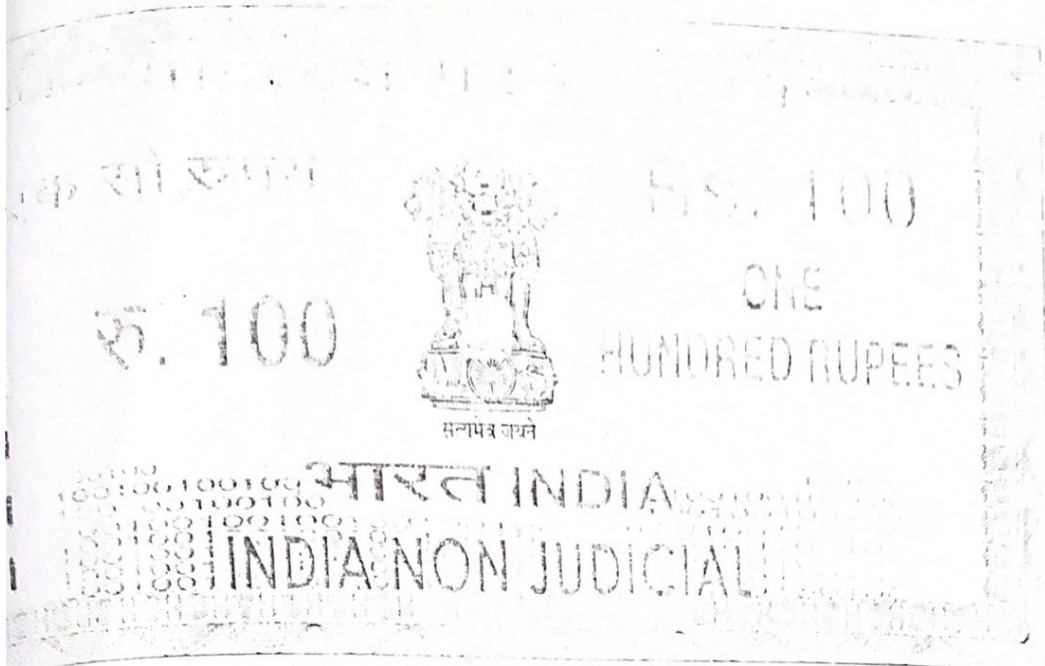
Between

M/S Sukhm Infrastructures Pvt. Ltd., (Hereinafter referred to as "The Promoter/ Developer") through its Chief Financial Officer, Sh. Dhirender Chopra s/o Sh. Hari Krishan Chopra duly authorized to sign this Agreement vide resolution at item 4 passed by Board of Directors of the Company on 22nd June, 2019, having its office at Sector-66 A, village - Kambala, Mohali (Punjab), Which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include his heirs, legal representative, administrators, permitted assigns of the one part.

And

The Governor of Punjab, through the Chief Administrator, Punjab Urban Planning and Development Authority duly authorized vide Memo No. 17/17/2001-SHG2/P.F./2462 dated 21-06-2012 (hereinafter referred to as "State Government") which expression shall, unless repugnant to the context or contrary to meaning thereof, be deemed to mean and include his legal representative, administrators, successors, permitted assigns of the other part.



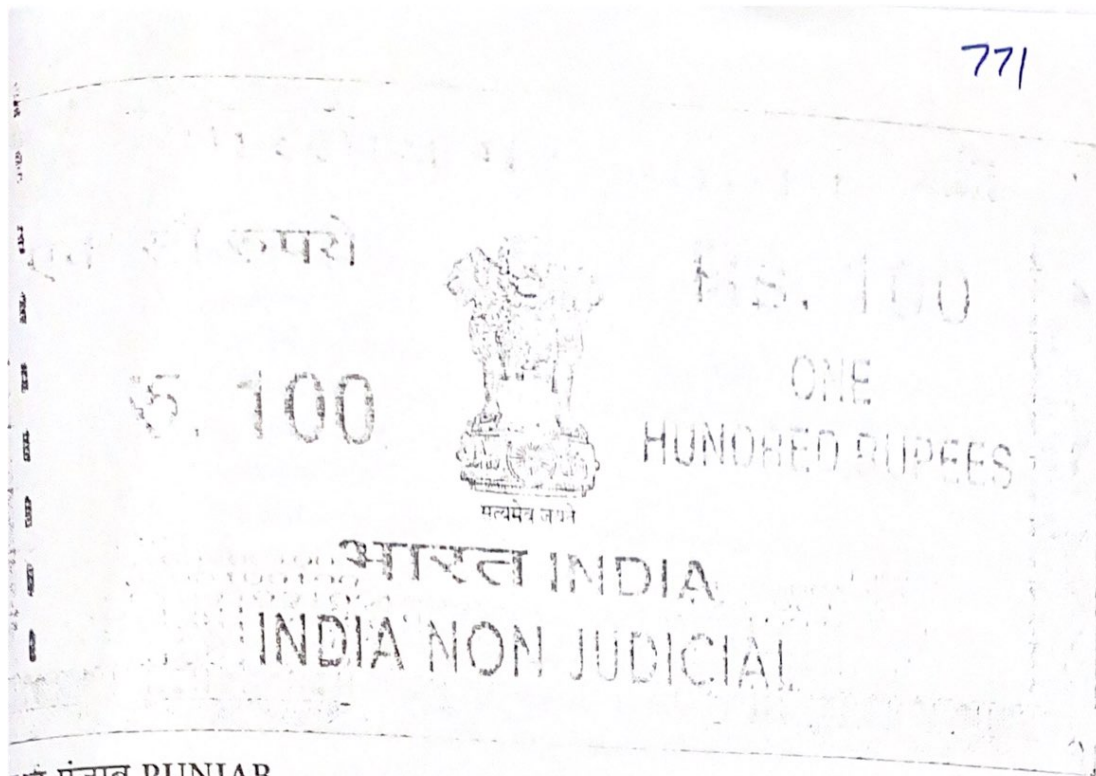


पंजाब PUNJAB

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1. Whereas the Empowered Committee constituted by the Government of Punjab for Mega Projects, in its meeting held on 29-03-2006 approved Information Technology / Industrial Park Project of M/s Sukhm Infrastructures Pvt. Ltd. to be set up in an area of 125 acres of land at Mohali with an investment of about Rs. 952 crore.
2. Whereas on the basis of decision of the Empowered Committee, Letter of Intent was issued to the Promoter by the Department of Industries and Commerce vide memo no. CC/JDP/Mega/Sukhm/30548 dated 05-05-2006 and subsequently an agreement was signed between the Promoter and the Government of Punjab on 11-10-2006 for an area of 125 acres.
3. Whereas the Chief Minister-cum-Minister-in-Charge, Housing and Urban Development approved the additional area of 18.254 acres in the earlier project area of 125 acres subject to payment of Cancer Relief Fund for the Additional area of 18.254 acres @1% of the project cost of this additional area subject to a maximum of Rs. 1 crore, thus the total area of the project becomes 143.254 acres. After payment of Rs. 18.50 lacs as Cancer Relief Fund by the Promoter, Letter no. 627 dated 31.10.2018 was issued to the promoter for Provisional approval of extension in area.
4. Whereas the Minister-in-Charge, Housing and Urban Development Approved the additional area of 17.746 acres in the earlier project area of 143.254 acres subject of payment of Cancer Relief Fund for the Additional area of 17.746 acres





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- @1% of the project cost of this additional area subject to a maximum of Rs. 1 crore.
5. Whereas the project area of 125 acres shall be governed by the conditions of agreement executed on 11-10-2006, the additional area of 18.254 acres and 17.746 acres shall be governed by the conditions of this Supplementary Agreement in addition to the conditions of earlier agreement 11-10-2006 and letter no. 1130 dated 27.12.2017.
 6. Now therefore, in light of the approval given by Minister-in-Charge, Department of Housing and Urban Development on 14-06-2019, this indenture witnessed i.e. hereby agreed and declared as follows:-
 - (i) The Promoter had deposited the Cancer Relief fund of Rs. 18,50,000/- for an additional area of 18.254 acres on 12-10-2018 and Rs. 18,86,500/- for an additional area of 17.746 acres on 23.06.2019.
 - (ii) The ownership and contiguity of the additional area of 18.254 acres and 17.746 acres shall be verified by the Department of Town and Country Planning, Punjab at the time of grant of change of land use to the promoter.
 - (iii) The provisions of Punjab Apartment and Property Regulation (Amendment) Act, 2014 under Section 5(11), Section 6 to Section 20, Section 32 and Section 36 to Section 39 shall apply to the additional area



of 18.254 acres and 17.746 acres of the project under this Supplementary Agreement.

- (iv) The concessions available under the policy shall also be applicable to the additional area under this Supplementary Agreement. All the conditions of agreement executed on 11-10-2006 shall also be applicable to the additional area.
 - (v) The additional area of 36 Acres under project shall not be advertised / launched and no money will be collected from General public for allotment of land/plot/flat/any space till such time the Layout Plans / Zoning Plans are approved by the Competent Authority and exemption under section 44(2) of Punjab Apartment and Property Regulation (Amendment) Act, 2014 is issued by the Government.
 - (vi) After completion of development works, the promoter shall obtain completion/partial completion certificate from The Competent Authority as per notification issued by the Government of Punjab, Department of Housing and Urban Development, vide no. 4966-CTP (Pb)/SP-458 dated 02-09-2014 or as amended from time to time.
 - (vii) The Promoter shall transfer site/sites for EWS housing to concerned Development Authority free of cost as per the notification dated 31-12-2013, issued by the Government of Punjab, Department of Housing and Urban Development.
 - (viii) The Promoter and the Allottee shall not use underground water for construction purpose, in the areas notified by the Central Ground Water Board and use alternative sources such as surface water source or treated sewage water from nearby Sewage Treatment Plants.
 - (ix) The Promoter shall be bound to comply with all the applicable laws, rules along with notifications, instructions, and orders issued by the Government regarding the Mega Projects from time to time.
7. In case the Promoter / Developer fails to comply with any clause of this Supplementary Agreement, Agreement executed on 11-10-2006, letter no. 1130 dated 27-12-2017 and letter no. 627 dated 31-10-2018 within the stipulated period mentioned therein, the concessions enumerated in agreement shall stand automatically withdrawn and the Promoter / Developer shall have no claim, whatsoever, on the State Government in this regard. The Government of Punjab shall be entitled to recover the cost of all reliefs / concessions availed by the



of 18,254 acres and 17,746 acres of the project under this Supplementary Agreement.

- (iv) The concessions available under the policy shall also be applicable to the additional area under this Supplementary Agreement. All the conditions of agreement executed on 11-10-2006 shall also be applicable to the additional area.
- (v) The additional area of 36 Acres under project shall not be advertised / launched and no money will be collected from General public for allotment of land/plot/flat/any space till such time the Layout Plans / Zoning Plans are approved by the Competent Authority and exemption under section 44(2) of Punjab Apartment and Property Regulation (Amendment) Act, 2014 is issued by the Government.
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7. In case the Promoter / Developer fails to comply with any clause of this Supplementary Agreement, Agreement executed on 11-10-2006, letter no. 1130 dated 27-12-2017 and letter no. 627 dated 31-10-2018 within the stipulated period mentioned therein, the concessions enumerated in agreement shall stand automatically withdrawn and the Promoter / Developer shall have no claim, whatsoever, on the State Government in this regard. The Government of Punjab shall be entitled to recover the cost of all reliefs / concessions availed by the



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Promoter / Developer (as dues recoverable by the Government as arrears of land revenue) as given in agreement, in the event of failure on the part of the Promoter / Developer to fulfill its obligations under this Agreement.

In witness whereof the Promoter / Developer has caused its common seal to be affixed and the Government of Punjab both hereinto set their hand and seal on the day and year mentioned on the start of this agreement.

Signed on behalf of
State Government

the Promoter/Developer

(Signature)

Pvt. Ltd.

Sukhm Infrastructures

For Sukhm Infrastructures



Dhirender

(Chief Financial Officer)

Witness:-
(Name)

RAS KUMAR BANSAL
Raj Kumar Bansal

(Seal)

Witness:-

1. Dheepak Sharma
248, An-1, Mohali

Witness:-

2.