



पंजाब पंजाब PUNJAB

F 946711



838  
4-8-2024

Tagmechan brary  
Haver Korr



787- ~~2817/2010~~  
467  
संयोजित किया  
अध्यक्ष महोदय श्री सत्यजित माण्डवकर (उपस्थित)







ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

F 946708

838  
04/08/2020



Tajmohan Singh  
Harnam Singh







ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

F 946709

838  
04/08/2020

Tajmoham  
Haren Kaur



787- 28/7/2020

5007  
स्वास्थ्य विभाग  
समाज कल्याण वी. प्रशासन विभाग (गुपत)







ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

F 946710

838  
04/08/2020

Tagmehanbess  
21/08/2020



787 = 28/7/2020

Date

संभवित

संभवित संभवित संभवित संभवित





## AGREEMENT

This Agreement is entered into at Mohali on this the 04<sup>th</sup> day of August, 2020.

Between

Acme Builders Private Limited, a Private limited Company incorporated under the provisions of the Companies Act, 1956(as amended till-to date) having its registered office at **Acme Builders Private Limited, Group Housing Site No. 10 (GH-10), Sector 91(JLPL), Mohali** through its authorized signatory Sh. Harsh Kohli who has been authorized vide Board of Resolution dated 16.12.2019 duly authorized to execute this agreement (hereinafter referred to as the 'first party' which term of expression unless excluded by or repugnant to the subject or context hereof, shall mean and include its successors in interest, representatives, liquidators, associates, subsidiaries, nominees etc.) of the first party.

And

M/s Jubilee Infra Planner LLP, a limited liability partnership firm, formed under the provisions of The Limited Liability Partnership Act, 2008 having its office at SCO 22, First Floor, Sector 79, S.A.S.Nahar (Mohali) through its duly authorized partner Sh. Jagmohan Garg, who has been authorized vide letter of authority dated 16.12.2019 to execute this agreement and to do all acts, deeds and things incidental thereto (hereinafter called '**the Second Party**' which term or expression shall unless excluded by or repugnant to the subject or context hereof, shall mean and include its successors in interest, representatives, liquidators and assigns, associates, subsidiaries and nominees etc.) of the SECOND PART.

The terms 'the First Party' and 'the Second Party' are hereinafter individually referred to as "the Party" and the terms 'the First Party' and 'the Second Party' respectively and collectively referred to as "the Parties".

### WHEREAS

- A. The First Party has got allotted a piece & parcel of contiguous land measuring 31458.21 sq.yds. situated in Janta Residential Township, Sector 91, S.A.S. Nagar Mohali (hereinafter referred to as the "**said land**") from Janta Land Promoters Limited (JLPL) vide letter of allotment no. JLPL-524/Group Housing/2011/2942-43



For ACME BUILDERS PRIVATE LTD. 25

*Harsh Kohli*

DIRECTOR

For Jubilee Infra Planner LLP

*Jagmohan Garg*

Authorised Signatory

dated 12/04/2011. The area of allotted land subsequently got reduced to 30237.21 Square Yards vide letter dated 18/02/2013 copies of which are annexed hereto as Annexure-A and A-1 respectively.

- 838  
4/8/20
- B. That the first party has got the conveyance deed executed in its favour from JLPL vide Sale Deed/Vasika No. 6675 book no. 1 vol. no. 0 registered in the office of Sub Registrar of Assurances, Mohali dated 29.02.2016. The original sale deed has been handed over by the first party to Andhra Bank, Sector 17 Branch, Chandigarh as mortgage against the loan, which the first party has undertaken to clear on or before 20/10/2020 and after clearing the same, original sale deed shall be handed over to second party and a certified copy of the same is annexed herewith as Annexure-B.
- C. The First party has undertaken the development of a residential Group Housing Project consisting residential towers T-1 to T-6 on an area of 22278.52 sq. yds. out of the said land. The development undertaken by the First party on the piece of the said land shall be hereinafter referred to as 'the said Acme Project'.
- D. Apart from this area, an area admeasuring 1221 sq. yds comprising adjoining the said land (which forms the integrated part and parcel of the said land) possession of which is still to be received to the first party being under some dispute with the Janta Land Promoters Limited (JLPL) and the villagers. However, it has been duly agreed between the parties that this piece of land shall, after it comes in to the possession of the first party, always remain under the ownership of the first party and the second party shall not claim any right whatsoever on the same and the first party shall be free to deal with the same. (This land is hereinafter referred to as the '**excluded land**').
- E. The first party has represented the second party that it is the absolute and undisputed owner in possession of piece & parcel of contiguous land admeasuring 9179.687 sq. yds. being the remaining part of the said land (hereinafter referred to as '**the remaining project land**') which is more certainly described in Clause-2 hereinafter which is shown as per plan annexed hereto as **Annexure-C**;
- F. The First Party do hereby further confirm and declare that the remaining project land is absolutely clear and marketable, free from encumbrances except disclosed above which is solely & exclusively in possession of the first party without their being any right and claim of any other person or authority or whatsoever in any manner, which fact has been enquired by the Second party as well;



- 838  
4/8/20
- G. The first party has represented that it is having clear, absolute & marketable title in respect to the remaining project land in its hands and that there is no legal provision of law which restricts the first party into entering into any agreement/ the present agreement in any manner for the purpose of assigning all the rights/approvals etc. as available on the said land, the said acme project, the remaining project land or any part thereof. The first party had offered the second party to sell the remaining project land which is left undeveloped with the declaration that the first party has not entered into any arrangement with any other third party concerning the remaining project land affecting sale/transfer of partial/complete or any type of title/share;
- H. The First party has represented that it has the absolute rights to transfer the remaining project land to any other third party. Upon the said representation of the first party, the second party showed its interest to purchase the remaining project land and accordingly, the First party agreed to sell the remaining project land to the second party. In this regard, an agreement to sell dated 16<sup>th</sup> December 2019 (hereinafter referred to as 'the said Agreement to Sell') has also been executed between the parties hereto for the sale/transfer of the title of the remaining project land governing the transaction of sale and payment of sale consideration.
- I. The first party has already got approved a complete project on the said land out of which it has developed the said Acme project. Since the second party has purchased only the remaining project land and accordingly all the approvals so received for the said remaining project land shall also be utilized by the Second Party as the already approved group housing project consisting of 6 towers (LR1 to LR6), and if required the Second party, it has the right to apply for amendment in current approval to the competent authority(ies) , and get new approvals by modifying the presently approved layout plans/Building Plans/Service Plans Etc. for the remaining project land.
- J. The first party has further represented, confirmed and assured to the second party that it has not entered into any agreement to sell or any joint venture or joint development agreement or agreement of any kind till to date in respect of the remaining project land, said land or any part thereof nor have executed any kind of attorney in favour of any other person, company, firm or any legal entity which may exercise any right or option in respect of the said project;



For Jubilee Infra Planner LLP

*Tagmeban Har*  
Authorised Signatory

Page 3 of 25

For ACME BUILDERS (P) LTD.

DIRECTOR



- 838  
4/8/20
- K. Based on the aforesaid representations of the first party, the second party shall be free to develop the remaining project land. The second party has verified and confirmed the representations made by the first party and found the same to be true and correct in the light of the record made available to it. However, the first party has expressly undertaken to keep the second party indemnified at all times, in case, the second party is caused any loss/damage due to any of the representation is found/established to be wrong/false or in case there is any issue with regard to the title/ownership etc. of the said land, the remaining project land as well as any other lack/deficit in statutory compliance with regard to the remaining project land or any other liability of any kind whatsoever having direct or indirect effect on the remaining project land.
- L. The parties hereto have mutually agreed that after the execution of the said agreement to sell for the remaining project land and the present agreement, the first party shall have no right, title, claim whatsoever on the remaining project land and all its rights, title and claim stand absolved. After execution of this agreement and the said agreement to sell, the second party has become the absolute owner in possession of the remaining project land and the first party shall be assisting the second party, as and when required by it for the execution of any kind of documents as and when required by the second party for the absolute use and enjoyment of the rights, title and ownership of the remaining project land.
- M. The parties hereto have also mutually agreed that the sale consideration is payable strictly in adherence of the agreement to sell. The parties have agreed that the full and final sale consideration shall be payable within 30 days from 20.10.2020 or the day when the first party provide the No Dues Certificate to the second party after clearing the loan amount mentioned in the Agreement to Sell and get the original sale deed released from the bank and the said original sale deed shall be handed over to the second party. The first party undertakes that it shall not interfere into the ownership, possession and development on the remaining project land by the second party. However, in case the second party requires the presence of the first party at any juncture before any competent authority for the representation of the rights of the second party in any manner (including but not limited to seek any approval, change in layout/building plan, approval of a new project on the remaining project land etc.) as may deem fit by the second party, the first party shall come present, without any



objection of whatsoever and without claiming any further amount/consideration of any kind and shall always keep the second party indemnified from any such loss which has occurred to the second party due to non-availability/non-representation of the first party.

- 838  
4/8/20
- N. The first party shall, at any point of time in future, not claim any enhancement/increase of sale consideration/ share in revenue of the second party to be generated out of the development undertaken on the remaining project land or any part thereof. The First party shall be under expressed obligation to get the sale deed of the remaining project land registered in favour of the second party. However, since the complete sale consideration of the remaining project land stands paid by the Second party under the terms of the Agreement to Sell and only after receiving the same, the first party has handed over the possession of the remaining project land to the Second party, henceforth, at any time, the first party shall not claim right/title/claim of any type on the remaining project land. Till the time the sale deed of the remaining project land is not executed in favour of the Second party, the First Party shall not disturb the Second party in any type or create hindrance in the working/development to be carried out by the Second party on the remaining project land. Further the first party shall not create any legal impediment for the second party and the first party shall be liable to assist the second party to use all rights which are accrued/would have accrued to the second party after the execution/registration of the sale deed for the remaining project land.
- O. The first party shall also be under the express obligation to enter into any agreement/full payment agreement/ or any other document confirming the sale of the remaining project land, handover of the possession of the same and conferring all the ownership rights/title to the second party without charging any additional price/consideration from the second party.
- P. Thus, the parties hereto have decided to join their respective hands after chalking out the terms and conditions governing the transaction of the sale of the remaining project land to ensure the smooth use and utilization of the remaining project land and the rights accruing thereon by the Second Party hereinafter.

NOW, THEREFORE, the parties, in considerations of the covenants, undertakings and commitments set forth therein here by mutually agree as follows:



## 1. DEFINITIONS & INTERPRETATIONS

### 1.1 DEFINITIONS

In this Agreement, the following words and expressions, shall, unless repugnant to the context or meaning thereof, the following terms, when capitalized, shall have the meaning hereinafter respectively assigned and described below when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

**"Applicable Laws"** means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the fore goings by any Government Authority having jurisdiction including any quasi-judicial authority including any subsequent amendments thereto.

838  
✓ 8/8/20

**"Approvals"** means any and all permissions, clearances, developments, authorizations, consents and notifications for and in respect of the Project herein from the Competent Authority including but not limited to the approvals of Municipal Committee, Mohali, Punjab Urban Planning and Development Authority (PUDA), Greater Mohali Area Development Authority (GMADA), Department of Local Bodies, Pollution Control Board, Electricity Department, Forest Department, Department of Town & Country Planning or even the approvals and registration required to be obtained under Real Estate (Regulation and Development) Act, 2016 and the Rules of 2017 framed thereunder or any other government department which may have to be dealt with.

**"Authorized Representative"** means a person or a Party specifically authorized in writing by the authorized signatory of such Party as the case may be to represent the Parties herein.

**"Commencement Date"** means the date of commencement of this Agreement i.e. the day and date of the execution of this agreement.

**"Competent Authority"** means and includes Punjab Urban Planning and Development Authority (PUDA), GMADA, Department of Town & Country Planning, Department of Local Bodies, M.C. Mohali or any other constituted authority under Punjab Municipal Act, 1911 and/or constituted by any of the aforementioned authorities, Department of Environment, Forests, Electricity Board Punjab, NHAI, Sewerage Board Punjab, Punjab Real





Estate Regulatory Authority, Department of Water Supplies and/or any other relevant statutory and/or government authority.

**"Design & Drawing"** means the conceptual and detailed program, plans, proposals, design and drawings, backup technical information and other specifications required for the Project and all calculations, samples, patterns, models specifications, and other technical information submitted by the Second party's from time to time to the Competent Authority.

**"Encumbrances"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, litigation, court order, attachments or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of the loss payers or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the site where applicable herein.

**"Government Authority"** means any government (Central or State) or political subdivision thereof, any department, agency or instrumentality of any government or political subdivision thereof, any court or arbitral tribunal.

**"Schedule of payment"** means the schedule of payment as mentioned in Schedule-A.

**"Taxes"** means and include all taxes, duties, levies, cesses, imposts, surcharges, assessment, or other statutory deductions, withholdings or payments, together with any and all penalties, claims, interest or liabilities in relation thereto.

## 1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (b) Words importing a gender include all genders;
- (c) References to any document (including this Agreement) are references to that document as amended/consolidated, supplemented, innovated or replaced from time to time.



- (d) References in this Agreement to Clauses, Recitals, Schedules and Annexure are references to clauses, recitals, schedules and annexure to this Agreement. The Recitals, Schedules and Annexure to this Agreement shall be deemed to form part of this Agreement.

## 2. THE PROJECT AND THE PROJECT LAND

2.1 The first party has got allotted land measuring 31458.21 sq.yds. for the construction of dwelling units for group housing site no 10 (GH-10) in Janta Residential Township, Sector 91, S.A.S.Nagar, Mohali vide Memo No. JLPL-524/Group Housing/2011/2942-43 dated 12.04.2011 and accordingly all the approvals required for the development of the project have been duly obtained by it. The first party has also got the layout sanctioned from the competent authority for the said project and as per the approved layout, **3 towers consisting Ground floor+4 floors (G+4), 2 towers consisting G+ 7 Floors and 6 towers consisting Podium + 13 Floors** have been approved by the Competent Authority apart from the other amenities, common facilities. Out of the said 11 towers, the first party has constructed 6 towers consisting Podium+13 Floors each.

2.2 While executing this agreement, the parties hereto have agreed that henceforth, the second party shall be having the absolute rights to develop the remaining project land. The first party has agreed that the second party shall be duly authorized and entitled to develop the remaining project land while using the complete Floor Area Ratio (FAR) approved for the said project by the competent authority as per the latest approved sanctioned plan for the said project including the said Acme project land. By virtue of the agreement for sale mentioned above, the first party has sold the entire said remaining project land and vide the present agreement, assigned/surrendered/handed over its entire rights relating to construction, marketing, sale and other related rights including but not limited to obtaining of any permission/approval from the concerned competent authority(ies), as and when required by the second party upon the remaining project land in favor and in the name of the second party



hereto on the terms & conditions as set out here under present agreement. It has also been agreed between the parties that after execution of the agreement to sell and the present agreement, all the fee(s) deposited by the first party regarding the said land (including the acme project) shall also be under the sole ownership of the second party and it shall be free to utilize the same as per its own discretion.

838  
4/8/20

2.3 The first party has agreed to assign all the approvals obtained for the development of the said project, Punjab under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder in favour of the second party to be used for the development of the remaining project land. The first party has further agreed to subrogate the second party in its place to affect any change/alteration/modification in the approvals, sanctions etc. for the remaining project land being the subject matter of this agreement including but not limited to change/alteration/ modification in the approved layout plan and the approvals thereto.

2.4 The First party has expressed that the said project has been assigned with a particular Floor Area Ratio (FAR) by the competent authority while approval of the layout plan (as well as subsequent revisions, if any) according to the nature of land on which the said project is being developed. Accordingly, the first party has undertaken the construction and development work for developing residential towers in group housing format. While undertaking the development, the first party has used only a part of the FAR available to the said project. It is further submitted by the first party that henceforth, after the sale of the remaining project land via the agreement to sell, remaining/balance FAR shall be under the sole ownership of the second party and the second party shall have the absolute discretion to use the said FAR as per its own considered opinion while developing the remaining project land as per its own planning and consideration.

2.5 That in pursuance of this agreement Second party shall be entitled to seek approvals, permissions from the government authorities, develop, construct,





market the units proposed to be developed/constructed on the remaining project land and also to do bookings of the flats/apartments, issue permission to prospective buyers to mortgage in favor of various banks and financial institutions etc. pertaining to the units developed in the said remaining project land.

838  
4/8/20

2.6 That all the residential units developed by the First Party in the said project (Tower T-1 to Tower T-6) shall be marketed, sold, disposed of by the first party itself and all the sales documentation shall have the signatures of the First party without having been treated as a liability of the Second Party. It has further been duly agreed and understood by the first party that any defect in the abovementioned units developed by it shall always remain the sole and absolute liability of the first party whether it be any deficiency in service, contravention of the terms of sale, title dispute, consumer complaint or any complaint before any other competent authority/court or any type of dispute or otherwise. The second party shall not be, in any case, charged, held liable for any dispute pertaining to the units developed by the first party.

2.7 That so far as the development on the said remaining project land by the Second party, the First party shall be bound to execute an irrevocable General Power of Attorney (GPA), which shall be registered promptly i.e. parallel to the execution of the present agreement itself or at any time as and when required by the Second Party without any delay for any reason whatsoever, in this respect granting the second party the absolute power to sell the units to be developed on the remaining project land and the second party shall be having the absolute rights for marketing, sale and accepting the sale consideration in its own name of the units to be constructed on the said remaining project land of the said project..

### 3. CONSIDERTAION

3.1. The parties have agreed that since the total sale consideration amounting to Rs. 14,00,00,000/- (Rupees Fourteen Crores Only) of the remaining project land has been paid/agreed to be paid by the second party to the first party, no



*[Signature]*  
DIRECTOR

*[Signature]*  
Authorised Signatory

838  
4/8/20

separate consideration is required to be paid under the present agreement. The present agreement only governs the rights and obligations attached to the remaining project land and in order to communicate a better understanding between the parties. No separate amenities are being sold or handed over to the second party by the first party under this agreement and considering the nature of the remaining project land, execution of the present agreement has been necessitated by the first party to avoid any future dispute in this regard.

3.2. As a part of the present deal and at the time of execution of the said Agreement to Sell, the First party has handed over the actual, vacant and peaceful physical possession of the said remaining project land to the Second party and it shall be bound to execute the sale/conveyance deed as and when required by the Second Party, as per the terms mentioned under the present agreement at any time after the signing and registration of the present agreement by way of Certificate of Grant of Possession and the same shall be treated as the final certificate of handing over of the possession of the said project land to the Second party.

3.3. The parties have mutually agreed upon that since the Acme project and the remaining project land are part of an integrated project approved by the authorities, the allottees of the development undertaken by both the parties shall be equally entitled to use the common facilities and all the common facilities which are developed by any of the party shall be available without any restrictions to all the allottees/residents.

#### 4. APPROVALS, DESIGN, DRAWING & LAYOUT PLANS ETC

4.1. That it is specifically understood and agreed as amongst the Parties hereto that the Second party shall use its expertise regarding the design(s) drawings layouts i.e. the development of the remaining project land and thereby the said project and shall be free to finalize any drawings, layout plans, construct or develop the project as per the laws applicable, if so, agreed to be developed by the Second party and the First party shall have no objection to the same.

4.2. That it has been agreed that the Second party shall be solely entitled as well as





also responsible to obtain the requisite sanctions and permissions, approvals, licenses etc. on its own name and at its own cost as are legally required from the competent authorities in respect of the project on the said remaining project land herein and First party shall not be required to spend anything in that respect. However, it is mandated that it shall be the bounden duty of the First party to extend all support by signing all the required documents as may be required by the Second party in that respect.

- 838  
4/8/20
- 4.3. That the Second party shall be entitled to commence the work upon the said remaining project land immediately upon the signing of the present agreement by using all its rights including application of all approvals, sanctions etc. over the said remaining project land.
- 4.4. That the first party has undertaken that the approvals including the Environmental clearance, consent to establish, Height NOC etc. shall always remain in full force for the development undertaken by the second party. The first party shall ensure that all the terms and conditions of the said approval are complied with and no approval shall expire. In case any approval is already expired, it shall arrange to get the same revived at its own cost.
- 4.5. The parties have been duly consented upon that the approvals which are received to JLPL and applicable to the said land including the remaining project land i.e. water supply, Sewerage Connection, STP, Electrical NOC etc. shall be valid at all times and the first party shall ensure about the same from JLPL without any hindrance. It has been further agreed between the parties that the Environment Clearance, Consent to Operate from the Punjab Pollution Control Board as well as the water and air pollution etc. shall also be remain applicable for the remaining project land at all times and the first party shall assist the second party as and when required for the renewal of the same, if required.

## 5. DEVELOPMENT/ CONSTRUCTION

- 5.1. That as stated hereinabove, the entire development / construction cost on the remaining project land shall be borne by Second party at its own cost and expense & responsibility.



*[Signature]*

DIRECTOR

For Jubilee Infra Planner LLP

*[Signature]*

Authorised Signatory



- 5.2. The second party may, if the circumstances so warrant, make such alterations in development / construction of the remaining project land as it may deem fit as per the applicable law and shall be liable and solely responsible to get the plans modified to that extent. Any cost, so levied or paid on such modification shall be the sole responsibility of the Second Party
- 5.3. That the first party shall keep the second party indemnified at all times for any losses occurring due to non-compliance of statutory law, acts, rules etc. by the first party while undertaking the development and this indemnity shall run till the completion certificate is issued by the competent authority extended to the expiry of the statutory/mandatory period of liability as per the relevant provisions of PAPRA/RERA and any other Act/Law as applicable.

**OBLIGATIONS / REPRESENTATIONS / WARRANTIES/ UNDERTAKINGS  
& COVENANT OF THE FIRST PARTY**

- a. The first party herein is the absolute Owner and in exclusive undisputed possession of the said land and has clear and marketable title with the encumbrances as disclosed in the agreement to sell executed separately by and between the parties. The said project is free from all disputes, litigations, attachments, charges, acquisitions and/or any kind of charges, except disclosed separately and has not been attached directly or indirectly by any court of law or quasi-judicial courts from India and /or abroad in any manner
- b. That the First party, do hereby confirm and acknowledges that the said project is under an absolute ownership and there is no part thereto which forms part of any restricted lands in any manner.
- c. That the first party do hereby confirm and commit to make himself or his duly authorized representative present for execution of documents as required by the second party for availing the Bank loan for the construction/ development on the said remaining project land by the second party or by the customer/allottee of the second party for taking a housing loan for purchase of the unit, as per the requirement raised by the second party or its representative, or in case any other



requirement for the execution of any other document in its name or in compliance of any other statutory requirement.

- 838  
4/8/20
- d. The first party further confirms, declares and undertakes that no part of the Property falls under or is under the purview of Forest Area under Punjab Land Preservation Act, 1900 (PLPA) and Forest Conservation Act, 1980.
  - e. The first party represents and warrants that all legal/statutory formalities and approvals (as applicable) have been completed or obtained by the first party for consummation of the transactions contemplated by this Agreement.
  - f. The first party has the full right, power & authority to enter into this Agreement and represents that there are no facts and/or circumstances and/or contracts and/or arrangements which in any manner will be adversely prejudicial to the rights of second party hereunder and further all the necessary procedure and/or requirements necessary to be fulfilled whether under the Applicable Laws and/or its bye-laws have been fulfilled.
  - g. The First party expressly warrants and covenants that no other person than the First party has any right, title, interest, claim or demand in respect of the said land, or any part thereof and in case at any stage during the completion of the Project, if any claim from anyone else arises on the Property, the same would be dealt with and satisfied in whole by the First party at their own cost, expense, risk in terms of this Agreement.
  - h. The First party shall execute a General Power of Attorney granting rights to Construction, Booking/Sale and execution of all required documentation and other related rights in the said remaining project land in favor of Second party and also granting the second party with the rights for marketing, advertising of the said development and obtaining the sale consideration of the plots/units/floors being developed under the project in their own name. The First party confirms, undertakes, declares not to revoke the GPA for any reason whatsoever out of its own will and discretion in any circumstances.
  - i. The First party undertakes and covenants that it shall sign and execute all necessary applications, documents and do acts, deeds and things as and when the second party may require from it in order to legally and effectively complete



*[Signature]*

*[Signature]*  
Authorised Signatory

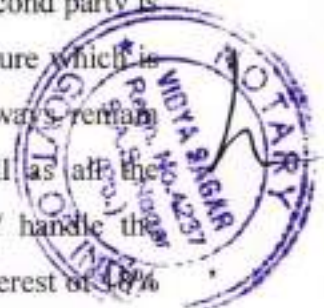


the above said Group Housing Project herein or as deem necessary by the Second Party for the appropriate usage of the rights received by it under the present agreement or the agreement to sell mentioned above which has been executed between the parties hereto for the sale of the said remaining project land. Further, the first party shall sign all such application forms, affidavits or petitions required for getting permissions and plans/Design and Drawing sanctioned from the competent authority for effective and actual completion of the said project.

- 838  
4/8/20
- j. The first party has not sold, transferred, conveyed, gifted and/or alienated and/or created Encumbrances except already disclosed on part or whole of the said remaining project land and have not even entered into any kind of arrangement and/or agreement and/or development of the Property and has not afforded any power of attorney to anyone else thereby creating any right, interest and/or encumbrances of any nature in respect of said remaining project land or any part thereof and that the remaining project land is absolutely clear, marketable and free from all encumbrances, charges, claims, liens, litigations, attachments of any kind etc. and further shall not create any third party rights of whatsoever nature in respect of the remaining project land.
- k. The First party has not done and/or caused to be done any act, deed, matter or thing whereby or by reason whereof the First party's right, title, interest and benefit in respect of the remaining project land or any part thereof is prejudiced or adversely affected or extinguished in any manner whatsoever.
- l. All the rents, rates, taxes, assessments, dues, duties, cess and other outgoings whatsoever payable in respect of the said land to all concerned government, semi-government and public bodies and local authorities have been duly paid and discharged till date by the first party.
- m. There are no proceedings instituted by or against the First party and/or pending in any Court or before any authority and the remaining project land is not under any *lis-pendens*, acquisition, attachment etc. which shall have material adverse impact on the implementation of this Agreement or on its obligations under this Agreement.



- 838  
4/8/20
- n. Also, in case the said project land is found to be increased or decreased during actual mapping/physical possession/nishandehi of the property by the revenue officer or otherwise which is owned by the First party hereto, the same shall also form part of the present project under same terms and conditions without there being any separate agreement or consideration.
- o. The first party has represented to the second party that it has cleared all the dues, tax(es), fee and all other statutory liabilities to the concerned competent authority(ies)/Janta Land Promoters Private Limited, payable till the date of execution of the present agreement which are applicable to the said land and there is nothing due or outstanding/ payable to any authority in this regard. It has been specifically agreed that in case any demand is made by any authority, Janta Land Promoters Private Limited or any other third party, regarding the said land including the remaining project land till the date of execution of the present agreement or in future as well, the first party shall always remain responsible for the payment of such demand including but not limited to the extension penalty(ies) charged by JLPL, all tax(es), fee or any other statutory liability relating to any income tax, cess including applicable GST etc. or any other statutory tax/levies. So far as the said project is concerned, the first party is solely responsible to bear all the tax(es) and statutory liability(ies) from its own account at all times without affecting the rights of the second party. Second party shall not be responsible for the payment of any such dues for the said purpose(s) or otherwise. The Second party shall only be responsible towards the tax, fee or cess which is applicable on the remaining project land and that too starting from the date of execution of this agreement. In case the second party is made liable to make the payment of any amount of whatsoever nature which is actually the liability of the first party, the second party shall always remain indemnified by the first party against any such liability as well as all the incidental expenses so incurred by the second party to procure/ handle the situation and the first party shall refund such amount along with interest of 18% p.a. compounded quarterly from the date of such payment by the second party till the date of actual realization. In case the first party fails to adhere to the indemnity, the second party shall have a right to get the above- mentioned





amount alongwith damages recovered from the first party by adopting the appropriate legal proceedings against it.

- 838  
4/8/20
- p. The parties hereto have resolved that the residents/allottees of the Acme Project and the group housing developed on the remaining project land shall be the part of the **Resident Welfare Association (RWA)** which shall be formed and registered by the first party and only one RWA shall be taking care of the work of administration and maintenance of the common facilities in the residential housing complex developed comprising of the Acme Project and the remaining project land.
- q. The parties hereto have resolved and declared that the recreational club house which is available for all the residents/allottees of the said project developed by the first party as well as the project developed on the remaining project land by the second party. It has been duly agreed between the parties that all the residents/allottees shall be liable to make the payment of the club membership charges to the tune of Rs.1,00,000/- and the services usage charges to the Resident Welfare Association/ Maintenance Agency/Entity or any other third party, as declared in future by the First party or the maintenance agency, as the case may be.
- r. The first party has further undertaken that it shall always assist the second party while dealing in any type of disturbance created by the residents/allottees of the first party residing in the Towers developed by it during the period of development. The first party shall ensure that the development work of the second party is not affected at the instance of any of resident/allottee of the first party.
- s. The first party alone shall be responsible/liable for any defects, low quality, poor workmanship for the development carried out by it in the said Acme project and the second party shall, in any case, not be liable for any of the claim levelled on the instance of the first party and it shall always be remained indemnified by the first party.
- t. The first party alone shall be responsible for any consumer complaints, legal cases etc. relating to units developed, constructed or any delay in possession by it. Even if the second party is made one of the parties in such litigations, legal



*[Signature]*

*[Signature]*

proceedings before any authority or court of law, the first party shall ensure the interest of the second party is protected and is duly taken care of by strong representation before any such authorities on behalf of the second party.

- 838  
4/8/20
- u. Both the parties shall be responsible for obtaining the occupation/completion certificate pertaining to the respective area developed by it and this responsibility shall not be burdened with on the other party. It has also been agreed between the parties that both the parties shall keep each other indemnified for such liability or the consequent cost/damages, if any, in case the parties suffer any such cost/damage due to non-obtaining the occupation/completion certificate by the other party. However, it has been duly agreed between the parties that in case the occupation/completion certificate is not issued/delayed by the authorities for the said remaining project land developed by the second party, the first party shall keep the second party indemnified at all times for such damages, as may be faced by the second party and the first party shall be solely responsible for the settlement of such claim raised by the second party.

**7. OBLIGATIONS/ REPRESENTATIONS/ WARRANTIES/ UNDERTAKINGS & COVENANT OF THE SECOND PARTY**

- a. The second party has all requisite authority & rights including financial competence to enter into and to perform its obligations under this Agreement.
- b. Second party has full and absolute power to execute and enter into this Agreement, and does not and will not violate any law, rule, regulation, order, or decree applicable to it.
- c. Second party represents and warrants that no proceedings are pending against it which shall have material adverse impact on the implementation of the Agreement or on their obligations under this Agreement.
- d. Second party further undertakes and covenants to perform its obligations under this Agreement, and/or any other agreement/documents to be executed by the Parties.
- e. It has been duly agreed and understood by the parties hereto that the first party shall obtain the completion/occupation certificate from the competent



*Handwritten signature*

DIRECTOR

*Handwritten signature: Jagmohan Singh*



authority(ies) for the said Acme Project. The second party shall obtain the occupation/completion certificate for the residential development as undertaken by it on the remaining project land.

- f. All cost relating to the construction/development sale and marketing of the said remaining project land herein shall be solely borne by the Second party however, the area developed by the first party shall be completed in all respect by the first party only at its own cost and expenses. Also, the first party shall ensure that nothing is done from its end that may malign the reputation or image of the second party in the market at large or shall not publish anything which is objectionable in terms of the future development plan of the second party. The first party shall immediately stop any such publication or brochure upon the objection of the second party.

8. **LOANS / FINANCIAL ASSISTANCE**

Second party shall be entitled to get the development to be undertaken on the said remaining project land approved with various banks and financial institutions at its own cost and expense and shall be fully entitled to issue permission to mortgage alongwith the first party in favour of banks / financial institutions for the individual plots/units/floors in respect of Housing Loans availed by the intending purchaser / allottees. Similarly, the Second party shall also have right to raise any construction finance / project loan on the said remaining project land in any manner as it may deem fit and the First party shall extend their full support/sign any required documents for the same.

9. **MAINTENANCE SOCIETY/AGENCY**

The common amenities in relation to the said Land shall be taken care of by First party, on its own or by engaging the Maintenance Agency of its choice and the end users/ultimate purchasers/allottees shall be bound to adhere to the norms, as set by First party and the maintenance agency / society as may be constituted in this respect by the First party herein for undertaking the work of maintenance and administration of the said project. The maintenance of units developed by the Second Party shall also be maintained by the same agency as appointed by the First Party.



838  
4/8/20

10. **STAMP DUTY**

The Stamp duty, registration charges as may be leviable or payable on the execution of this Agreement and other related documents including the General Power of attorney shall be borne by Second party.

11. **TRANSFER OF RIGHTS**

By virtue of the present agreement, First party has, on this day, after receipt of the sale consideration as mentioned in the Agreement to Sell mentioned above, has given /transferred its entire rights of the said remaining project land to the Second party as well as the clear, marketable and vacant possession of the said remaining project land and as such it shall also execute and register an irrevocable General Power of Attorney in this respect and upon the completion of the said project including the development undertaken by the Second party on the said remaining project land or at appropriate time as be deemed fit by the Second party or required under law/provision of the agreement executed with its customers, the title of the residential units developed on the said remaining project Land shall be transferred by the second party in favour of the purchaser/allottee in the capacity of the power of attorney holder of the first party in such way as are considered proper either by law or by practice or by experience.

12. **NOTICE**

Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing. Such Notice shall be delivered by hand, airmail (postage prepaid), internationally recognized overnight courier service, facsimile, cable or telex to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by fifteen (15) days' written Notice to the Party giving such Notice, and shall be deemed to have been duly given or made when delivered as at the address as stated in the head note of the present agreement.

**Notice to the First Party**  
**Attention: Mr. Harsh Kohli**  
**C/o Acme Builders Private Limited**  
**Group Housing Site No. 10, Sector 91, Mohali.**  
**Email: harshkohli@acmebuilders.in**





Notice to the Second Party  
Attention: Mr. Jagmohan Garg  
SCO No. 22, Sector 79, SAS Nagar, Mohali, Punjab.  
Email: jagmohan@jubileegroup.in

13. GENERAL PROVISIONS

13.1 Nothing contained herein shall be deemed or construed as a partnership between any of the parties hereto. Each Party hereto shall be strictly responsible for its income, wealth, gift, taxes and other duties individually. None of the Parties shall render any accounts to the other Party.

13.2 Any delay by the respective parties in enforcing any of the terms or any extension of time granted in respect of the same shall not be deemed to constitute a waiver to enforce their respective rights under this Agreement.

14. DISCLAIMER

It is expressly agreed to by the Parties that under no circumstances, will either Party be liable to the other Party for any indirect, incidental, consequential, special or exemplary damages arising from the subject of this Agreement except as provided for otherwise in this Agreement.

15. NON-WAIVER

No failure to exercise, and no delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any other right, power or privilege. All rights, powers and remedies granted to any Party hereto and all other agreements, instruments and documents executed in connection with this Agreement shall be cumulative, may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law.

16. ASSIGNMENT

That it is clearly and unequivocally understood by and between the parties hereto that Second party shall have all the rights to assign its rights as enshrined / guaranteed under this agreement to any other person, firm or any other legal entity. The Second

party shall be fully entitled to upgrade their firm into company as per their sole option at any time during the pendency of the present agreement without any prior consent, oral or written of the First party hereto.

17. **INDEMNITY**

838  
4/8/20

The Parties herein do agree and confirm to indemnify each other and shall at all times keep each other indemnified against all consequences arising from any breach/violation of the warranties, representation, covenants, undertakings or agreements contained herein, terms of this Agreement by such Party including paying damages for any such breach/violation and also against any loss, claims, litigation, which may be initiated in respect of the said Land including as may be initiated due to any act or action by the non-governmental organization, persons, individual, firm etc. which may affect/hamper the smooth execution of the Project.

In case due to any act/ omission of First party, including but not limited to payment of any enhancement/ title dispute, payment of the approval fee or any extension fee, any liability is casted upon the second party, the same shall be duly indemnified by the First party to the Second party. Further, the first party shall keep the second party indemnified for any loss due to non-compliance of statutory provisions of the law as required to be followed by it.

The first party further undertake to indemnify the second party from all and every penal provision/action taken by the JLPL against the first party which could subsequently be passed upon/levelled upon the second party with respect to the said land including the said remaining project land. Any notice invoking any penal provisions of the allotment or otherwise, at any juncture (past, present and future) shall always remain the sole and absolute liability of the first party in this regard and the second party shall remain indemnified to the fullest as well as the compensation as demanded by the second party from the first party thereto (as the second party shall be constrained to pursue such proceedings) at all times.

18. **LITIGATION LIABILITIES & APPROVALS**

18.1 The first party has undertaken that all the litigation pertaining to the said land including the remaining project land shall, till the date of execution of this

*[Signature]*

*[Signature]*  
Authorised Signatory





agreement and after execution of this agreement also, shall be the sole responsibility of the first party and the Second party shall not have any connection or responsibility of whatsoever nature for the claims/charges/damages. Any litigation, which has been related to the said land, its title, ownership, compensation, enhancement of the allotment price or of any kind, shall be the sole and absolute responsibility of the first party.

838  
4/8/20

18.2 So far as the future litigation with regard to the Acme Project, it shall also be responsibility of the first party. If the second party has been put to bear any damage/claim/relief under any litigation or order passed by any court/authority of competent jurisdiction, the first party shall keep the second party indemnified at all times and shall make such loss good within a period of 7 days from the date the second party raises such claim before the first party.

18.3 It has been agreed that any dues and liabilities in respect thereto or any other litigation which shall arise in future, shall be solely met with by the first party and the second party shall not be any way held responsible for any such liability at any time.

18.4 That apart from the same as earlier stated that the first party has obtained certain approvals and permission from the authorities concerned and in case certain more approvals are required to be obtained in order to make the present project up and running i.e. for making it market worthy, the same shall be the sole discretion of the second party and the first party shall facilitate the second party in getting all such approvals and shall provide all support and sign all requisite documents as may be required in that respect. The first party has also undertaken that it shall always be responsible to assist the second party in getting the existing and future approvals renewed from the concerned authorities without any fail and even prior to the expiry of the said approvals.

## 19. COUNTERPARTS

This Agreement has been executed in two (2) counterparts out of which one shall be got registered with the Sub Registrar and shall be retained by the Second party and the

counterpart thereof shall be held by the First party, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute one (1) and the same instrument.

## 20. SURVIVAL

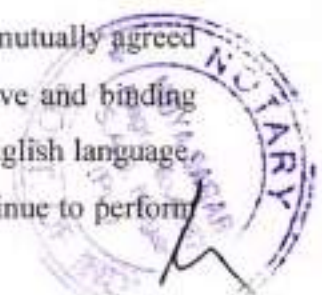
Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including representations, warranties, remedies, promises of indemnity and confidentiality, and arbitration.

## 21. AMENDMENT

838  
4/8/20  
This Agreement shall not be altered, modified or amended except with the prior written approval and by written deed as between the Parties hereto.

## 22. ARBITRATION

All or any disputes arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereto for the time being in force. The parties have unequivocally agreed that the arbitration proceedings shall be conducted by the arbitration tribunal of a sole arbitrator appointed by Sh. Sukhwant Walia, and neither of the party shall have objection of any kind over such appointment. The arbitration proceedings shall be held at SAS Nagar, Punjab or any other place as mutually agreed to by the parties. The award of the arbitrator shall be final, conclusive and binding upon the Parties. The arbitration proceedings shall be conducted in English language. During the pendency of arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement.





### 23. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. For all legal disputes not limited to any injunctive or equitable relief, the Parties shall be subject to the exclusive jurisdiction of Punjab and Haryana High Court at Chandigarh as well as its subordinate Courts at SAS Nagar (Mohali), Punjab alone, which has the territorial jurisdiction necessary for adjudication of such disputes.

SIGNED FOR AND ON BEHALF OF  
THE ABOVE NAMED FIRST PARTY

For ACME BUILDERS (P) LTD.

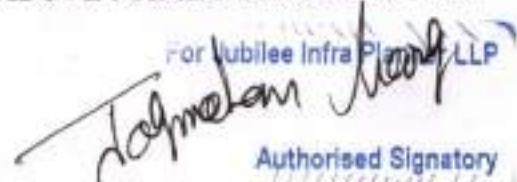
 DIRECTOR

Harsh Kohli

(AUTHORIZED SIGNATORY)

SIGNED FOR AND ON BEHALF OF  
THE ABOVE NAMED SECOND PARTY

For Jubilee Infra Plan LLP



Authorised Signatory

Jagmohan Garg

(AUTHORIZED SIGNATORY)

838  
4/8/20

WITNESS:



1. GURIBAL SINGH  
SCO 22, SECTOR 79, SAS NAGAR  
(MOHALI), PUNJAB.

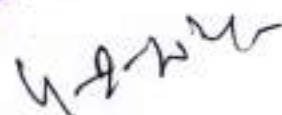
2. MANISH GOYAL  
GRI-10, SECTOR 91 (JLPL),  
SAS NAGAR (MOHALI), PUNJAB.





Attested as Identified

VIDYA SAGAR  
Notary, S.A.S. Nagar (Pb.)



# ANNEXURE - A



Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks

To

M/s Acme Builders Pvt. Ltd.,  
Through its Director Sh. Sukhwant Singh,  
SCO 2449-50, 1<sup>st</sup> Floor,  
Sector 22-C, Chandigarh.

Memo No. : JLPL-524/Group Housing /2011/JA42-43

Dated: 12/04/2011.

Sub.: Allotment of land to M/s Acme Builders Pvt. Ltd. for the construction of dwelling units for Group Housing, in Sector -91, S.A.S. Nagar (Mohali).

Kindly refer to the subject cited above.

2. After having entered into agreement dated 4<sup>th</sup> April, 2011 with you, the land of followings description is hereby allotted to you on free-hold basis for the construction of dwelling units for Group Housing in Janta Residential Township, Sector -91, S.A.S. Nagar (Mohali), Punjab on the terms and conditions given below:-

Sector	Site No.	Approximate Dimensions & descriptions	Area in sq. yds.	Price of the site
91	GH- 10		31458.21	37,74,98,520/-

3. The area as shown above is subject to variation with reference to the actual measurement of the site.
4. The total amount of the Group Housing Site No. 10 of 31458.21 sq. yds., Sector-91, Mohali calculated @ Rs.12,000/- per sq. yds. which works out to Rs.37,74,98,520/- (Rupees Thirty Seven Crore Seventy Four Lacs Ninety Eight Thousand Five Hundred Twenty Only) out of which Rs.90,00,000/- (Rupees Ninety Lacs Only) has been received vide Receipt No.9465 dated 01.04.2011 and the remaining Rs.36,84,98,520/- (Rupees Thirty Six Crore Eighty Four Lacs Ninety Eight Thousand Five Hundred Twenty Only) will be deposited in five (5) installments as per below given schedule without any interest upto 18 months from the date of issue of allotment letter :-

Installment	Due Date	Amt. of installment	Interest	Total Amount
1 <sup>st</sup>	01.09.2011	4,15,62,315/-	-----	4,15,62,315/-
2 <sup>nd</sup>	01.12.2011	4,15,62,315/-	-----	4,15,62,315/-
3 <sup>rd</sup>	01.03.2012	9,51,24,630/-	-----	9,51,24,630/-
4 <sup>th</sup>	01.08.2012	9,51,24,630/-	-----	9,51,24,630/-
5 <sup>th</sup>	01.01.2013	9,51,24,630/-	-----	9,51,24,630/-
	<b>TOTAL :</b>	<b>36,84,98,520/-</b>		<b>36,84,98,520/-</b>

Each installment shall be remitted to the Company by means of a demand draft payable to the Company.

Janta Land Promoters Ltd

Head Office: SCO 522-23-24, Sector 70, Mohali, Punjab (India) Phone: 00 91 172-5094004, 2270294, 654-8954 Fax: 5094905  
e-mail: janta@jantahousing.com www.jantahousing.com  
Regd. Office: 538, Phase X, S.A.S. Nagar, Mohali, Punjab

*Haem bor*

*Tagmean has*





Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks

-2-

5. The above price is tentative and subject to variation with reference to the actual measurement of the site and will be deposited within 30 days of demand.
6. Each remittance shall be accompanied by a letter showing particulars of the site i.e. the number of the plot, name of the Urban Area, Sector number and date of issue of allotment letter. In the absence of these particulars, the amount remitted shall not be deemed to have been received. No separate notice shall be sent for the payment of balance installment. Payments shall be made in accordance with the schedule mentioned in Clause 6 of this letter.
7. In case the installment is not paid by 1<sup>st</sup> of the month of following month in which it falls due, the Company will charge interest @12% per annum for the 1<sup>st</sup> two (2) months and thereafter interest @15% per annum shall be charged for further two (2) months and thereafter penal action including cancellation of allotment of Group Housing Site and resumption of site alongwith structure raised thereon if any shall be initiated by the Company and thereafter Company shall be well within its right to cancel the allotment and resume the allotted land alongwith structure raised thereon in favour of Company as per prevailing provisions of the Company.
8. You will have to complete the development works / construction works within four (4) years from the date of allotment. Extension for one year for development works / construction works beyond the 4<sup>th</sup> year shall be allowed after obtaining extension fee @5% of total price of site allotted and extension for 2<sup>nd</sup> year beyond the 5<sup>th</sup> year from the date of allotment shall be allowed after obtaining extension fee @10% of the total price of the site.
9. The possession of the site shall be delivered to you within one month from the date of allotment. The land/building shall continue to vest in the company until entire consideration money alongwith interest and other amount, if any due to the company, on account of sale of such land or building or both is paid to the company.
10. You shall only have the right to accept the deposits in respect of price of the land and towards the construction of flats under the financing scheme or any other scheme, from intending purchaser but shall have no right to transfer by way of sale, gift, mortgage or otherwise, the site/building or any rights, title or interest therein, in favour of intending purchaser without permission of the company or till the entire payment due to the company is made by you.

*Xue*

**Janta Land Promoters Ltd**

Head Office: SCO 522-23-24, Sector 7E, Mohali, Punjab (India), Phone: (0191) 173-5094904, 2270284, 8544992-93, Telefax: 5094905  
e-mail: janta@jantahousing.com www.jantahousing.com  
Regd. Office: 538, Phase X, S.A.S. Nagar, Mohali, Punjab

*Handwritten signature: Jagpreet Singh*



Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks.

-3-

11. On payment of the entire consideration money and other charges, if any of the plot/flat, you shall execute a deed of conveyance in the prescribed form in such manner as may be prescribed by the Authority designated for the purpose after making full payment or as per the provisions of Punjab Apartment & Ownership Act, 1995. The charges for registration and stamp duty will be payable by you.
12. You shall start the construction within 3 months from the date of allotment of land and complete the construction of the building i.e. dwelling units, within four years from the date of allotment.

"Completion" with respect to construction of the dwelling units will mean the construction of all the walls with the final internal plaster and floors of all the rooms, common spaces, toilets etc. in all the dwelling units, within the prescribed time limit of 4 years.

13. For the purpose of determining the completion of dwelling units, the assessment will be made by the company as well as by the Authority designated by the Govt. for this purpose and the decision of the company alongwith the decision of the Authority shall be final.
14. If the construction of the dwelling units is not completed within 4 years, the company may, if it considers, that reasonable progress has been made towards the completion of construction, extend the period of construction, on payment of extension fee, as prescribed by the company from time to time. The schedule of extension fee as prescribed by the company at present is as under:-

For the 1<sup>st</sup> year beyond 4th year : 5% of the total cost of the plot.

For the 2nd year beyond 5th year : 10% of the total cost of the plot.

If, however, the company is of the opinion that enough progress has not been made by the Builder with regard to construction of dwelling units of the buildings and the company will be well within its right to cancel the allotment of site and resume the land alongwith constructions thereon in favour of company after affording a reasonable opportunity to the Builder / Company.

Under no circumstances the extension will be given beyond the period of 6 years after which the allotment shall automatically be stand cancelled and land alongwith constructions thereon shall also be stand resumed in favour of company.

Janta Land Promoters Ltd

Head Office: SCO 522-23-24, Sector 70, Mohali, Punjab (India), Phone: 00 91 172-6094904, 2270284, 8544992-3, Fax: 6094905

e-mail: janta@jantahousing.com www.jantahousing.com

Regd. Office: 538, Phase X, S.A.S. Nagar, Mohali, Punjab





Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks

-4-

15. You or Intending Purchaser of dwelling unit shall have to pay all general and local taxes, rates or cesses imposed or assessed on the said dwelling unit duly determined and imposed by the Local Authority or any Authority authorized for the purpose.
16. You shall submit the Zoning Plan alongwith architectural control if any and building plans for the construction and development works at site to the authority designated by the Govt. for the purpose in accordance with the provisions contained in the building byelaws.
17. The provisions of facilities and estate services within the land allotted to you shall be your's responsibility and you shall also be responsible for the maintenance, management and upkeep of all the common areas, services and facilities including the amenities within the land, allotted to it. However, in case you want to introduce any system or scheme for passing on the responsibilities under any arrangement for such maintenance to any agency or a group or a body of the owners of the dwelling units, prior approval of the company shall be obtained.
18. The Builder shall not use or permit the use of land for a purpose other than mentioned in Para 2 above.
19. No shop or commercial building of any kind shall be allowed to be constructed or run on the allotted land.
20. You or any of intending allottee / purchaser shall not part with the possession of the land/dwelling unit or transfer his/her rights in the land or part thereof in the dwelling unit until the entire price of the land and building constructed thereon is fully paid to the company or to the concerned financial institutions as the case may be.
21. You shall not fix any posters/hand bills on any part of the building nor shall allow any other person to do the same.
22. The Company shall not be responsible for leveling the uneven land.
23. You shall furnish a copy of allotment letter to company within 30 days of its issue as and when any dwelling unit is allotted to any intending purchaser/allottee failing which it will be termed as a violation/breach of terms of allotment letter and will attract the penal action including cancellation of allotment.

Janta Land Promoters Ltd

Head Office: SCO 522-23-24, Sector 70, Mohali, Punjab (India), Phone: 00 91 172-5094904, 2270284, 8544982-93, Fax: 00 91 172-5094905  
e-mail: janta@jantahousing.com www.jantahousing.com

Regd. Office: 538, Phase X, S.A.S. Nagar, Mohali, Punjab

*Handwritten signatures and initials:*  
Jagdeep Singh  
Arun B22



Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks

-5-

24. You shall ensure to complete the construction of dwelling units in accordance with the approved Zoning Plans and Architectural Control sheet and also as per sanctioned building plans within four years from the date of allotment and nothing will be done in violation of the zoning plans, architectural control and building plans approved by the Authority designated by the Govt. of Punjab for the purpose.
25. Violation / Breach of any terms of allotment letter as well as agreement earlier entered into with the Janta Land Promoters Limited will attract penal action including cancellation of allotment letter and resumption of land alongwith structure thereon in favour of Company i.e. Janta Land Promoters Limited.
26. Any change in address must be notified by the registered post to the Company.

For Janta Land Promoters Ltd.,

(KULWANT SINGH)  
Managing Director

CC to :-

Accounts Branch for information & necessary action.

Janta Land Promoters Ltd

Head Office: BCO 522-23-24, Sector 70, Mohali, Punjab (India), Phone: (01 91) 172-8094904, 2270284, 6544952-83, Telefax: 5094955  
e-mail: janta@jantahousing.com, www.jantahousing.com  
Regd. Office: 53F, Phase X, S. A. S. Nagar, Mohali, Punjab





Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks.

To

M/s Acme Builders Pvt. Ltd.,  
Through its Director Sh. Sukhwant Singh,  
SCO 2449-50, 1<sup>st</sup> Floor,  
Sector-22-C, Chandigarh.

Memo. No.: JLPL-524/Group Housing/2013/463-1664

Dated : 18/2/13

Sub:- Re-scheduling of payment plan for Group Housing Site No. 10 in Sector-91,  
Mohali.

Sir/Madam,

Kindly refer to the subject cited above.

2. Earlier Group Housing Site No. 10 measuring 31458.21 sq. yds. was allotted to you vide letter No. 2942-43 dated 12.04.2011. Subsequently, due to certain compulsions a land measuring 1500 sq. yds. was reduced from the earlier issued allotment letter and installments were also rescheduled vide letter No.3992 dated 16.09.2011.

Subsequently, after getting the site inspected it has been noticed that earlier excluded site of 1500 sq. yds. is infact 1221 sq. yds. on the ground hence the schedule of payment is again being revised. In nutshell the total due amount of this site measuring 30237.21 sq. yds. (31458.21 sq. yds.-1221 sq. yds.) @ 12,000/- becomes Rs. 36,28,46,520/-(Rs. Thirty Six Crore Twenty Eight Lac Forty Six Thousand Five Hundred Twenty Only) out of which following payment has been deposited by you:-

Sr. No.	Deposited amount	Receipt No.	Date of deposit	Remarks
1	90,00,000/- ✓	9465	10.04.2011	
2	4,15,62,315/- ✓	1547	27.12.2011	
3	1,00,00,000/- ✓	2452	07.06.2012	
4	50,00,000/- ✓	3064	21.09.2012	
5	50,00,000/- ✓	3068	27.09.2012	
6	1,37,00,000/- ✓	3456	02.01.2013	
7	2,00,00,000/- ✓	3615	11.02.2013	
8	1,00,00,000/- ✓	3622	15.02.2013	
Total	11,42,62,315/-			

Janta Land Promoters Ltd.

Regd. Office : 538, Phase X, Sector-64, Mohali (Punjab)

Corporate Office: SCO 38-42, Sector-82, SAS Nagar (Mohali), Punjab, India. Pin-140306

Phone : 0172-6935063, Fax : 0172-6837700 Mobile : 084271 00082 e-mail: janta@jantahousing.com



Working Towards A Golden Tomorrow

Infrastructure Development, Integrated Townships, Industrial Parks.

After deducting the above paid amounts the balance of Rs. 24,85,84,205/- (Rupees Twenty Four Crore Eighty Five Lac Eighty Four Thousand and Two Hundred Five Only) is left to be deposited which has been mutually agreed by both the parties i.e. seller and buyer.:-

**Total Balance**

**Rs. 24,85,84,205/-**

Sr. No.	Due Date	Due Amount	Remarks
1.	31.05.2013	3,50,00,000/-	
2.	30.08.2013	9,50,00,000/-	
3.	15.09.2013	9,50,00,000/-	
4.		2,35,84,205/-	Last installment shall become payable after the delivery of possession of the portion of the allotted site which has been encroached upon by an unauthorized person.
	<b>Total</b>	<b>24,85,84,205/-</b>	

Each installment shall fall due as shown above and in case of non-payment / short payment interest / delayed payment @12% per annum for the 1st two (2) months and thereafter interest @15% per annum shall be charged for further two (2) months and subsequently penal action including cancellation of allotment of Group Housing Site and resumption of site alongwith structure raised thereon if any shall be initiated by the Company and thereafter Company shall be well within its right to cancel the allotment and resume the allotted land alongwith structure raised thereon in favour of Company as per prevailing provisions of the Company.

In view of Para-4 of the earlier issued allotment letter No. 2942-43 dated 12.04.2011 may be treated as amended to the above extent and remaining conditions of allotment letter shall remain the same.

Thanking you

Yours faithfully,  
For Janta Land Promoters Ltd.,

  
(General Manager)

CC to

Accounts Branch for information and further necessary action please.

**Janta Land Promoters Ltd.**

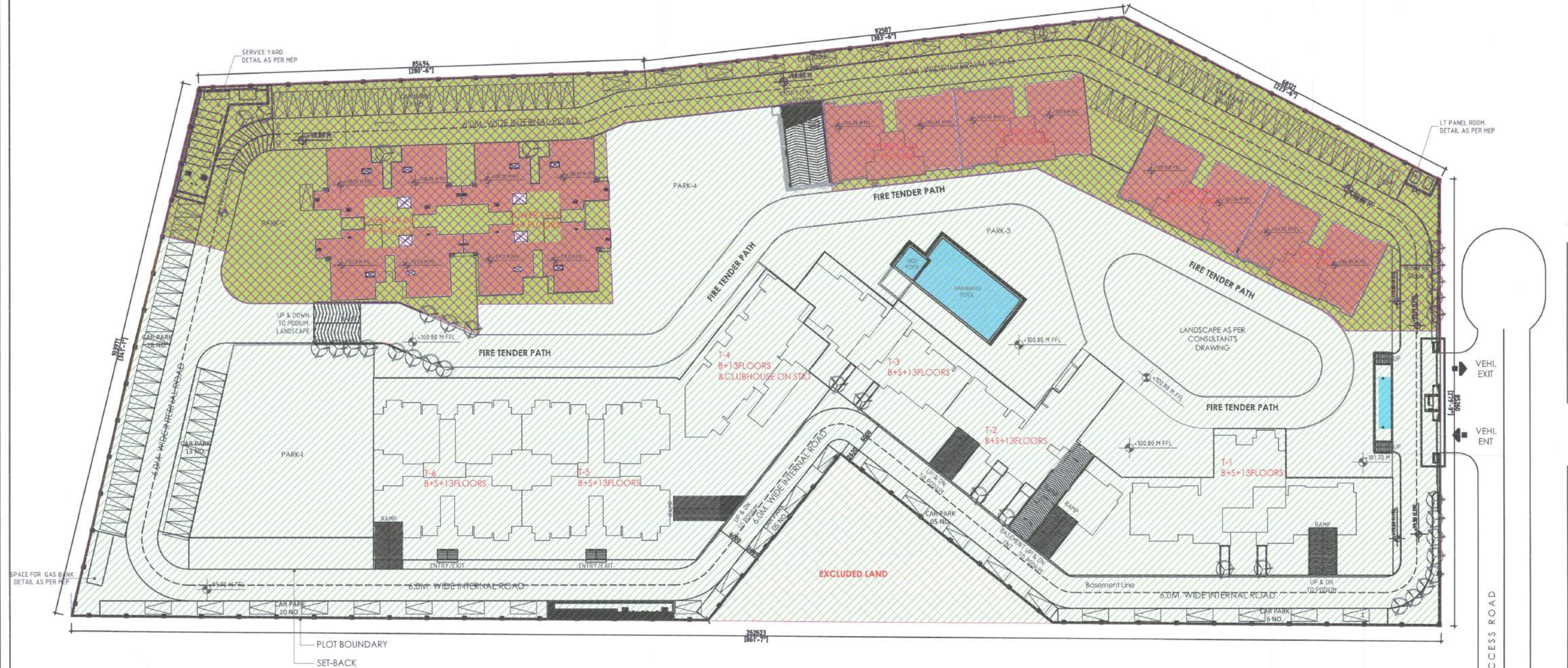
Regd. Office : 538, Phase X, Sector 84, Mohali ( Punjab)

Corporate Office: SCO 39-42, Sector-82, SAS Nagar (Mohali), Punjab, India. Pin-140306

Phone: 0172-6030062, Fax: 0172-6637700 Mobile: 984271 0082 e-mail: janta@jantahousing.com



# "ANNEXURE-C"



1221 SQYDS.(1020.90 sqm) CALLED "THE EXCLUDED LAND"



22278.52 SQYDS.(18627.52sqm) CALLED "ACME PROJECT"  
For Acme Eden Court T-1 to T-4 & Acme Emerald Court T-5 & T-6.



9179.687 SQYDS.(7675.32sqm) CALLED "THE REMAINING PROJECT LAND"  
For Jubilee golfvista which is to be developed by M/S Jubilee Infra Planner LLP



Ground Coverage for LR-1 to LR-6 measuring 2168sqm to be developed by M/S Jubilee Infra Planner LLP.



Common area measuring 5506.99sqm to be developed by M/S Jubilee Infra Planner LLP.

Common area measuring 17711.349sqm of complete site area is shared for all.  
(i.e Acme Eden Court, Acme Emerald Court & Jubilee Golf Vista)  
Area Measuring 1020.90sqm is reserved area

For ACME BUILDERS (P) LTD.  
DIRECTOR

For Jubilee Infra Planner  
Authorised Signatory



**RESOLUTION**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DESIGNATED PARTNERS OF M/s JUBILEE INFRA PLANNER LLP HELD ON 16.12.2019 AT THE REGISTERED OFFICE OF THE LLP SCF-71, PHASE 9, MOHALI, PUNJAB-160059

RESOLVED THAT THE CONSENT OF DESIGNATED PARTNERS OF LLP BE AND IS HEREBY GIVEN FOR ACQUIRING LAND MEASURING 9179.687 SQ. YARDS OUT OF TOTAL LAND MEASURING 30237.21 SQ. YARDS IN GROUP HOUSING NO. 10 ALLOTTED TO M/S ACME BUILDERS PRIVATE LIMITED LOCATED AT SECTOR 91, JLPL, SAS NAGAR MOHALI.

**"RESOLVED FURTHER THAT** Mr. Jagmohan Garg s/o Sh. Satya Narain Garg designated partner of LLP is hereby authorized to sign & execute Agreement to Sell/Agreement/Purchase Agreement and all other necessary documents with regards to above mentioned purpose with M/s Acme Builders Private Limited on behalf of M/s Jubilee Infra Planner LLP.

For M/s JUBILEE INFRA PLANNER LLP

Jagmohan Garg  
(Designated Partner)  
Din no.02641138

Sanyam Dudeja  
(Designated Partner)  
Din no.00058648

Sukhwant Singh  
(Designated Partner)  
Din no.01016560

Baljeet Singh  
(Designated Partner)  
Din no.00990702

Bal Krishan Goyal  
(Designated Partner)  
Din no.07988160



**RESOLUTION**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DESIGNATED PARTNERS OF M/s JUBILEE INFRA PLANNER LLP HELD ON 16.12.2019 AT THE REGISTERED OFFICE OF THE LLP SCF-71, PHASE 9, MOHALI, PUNJAB-160059

RESOLVED THAT THE CONSENT OF DESIGNATED PARTNERS OF LLP BE AND IS HEREBY GIVEN AUTHORIZING MR. JAGMOHAN GARG S/O SH. SATYA NARAIN GARG DESIGNATED PARTNER OF LLP TO SIGN AND ACCEPT THE GENERAL POWER OF ATTORNEY TO BE EXECUTED BY M/S ACME BUILDERS PRIVATE LIMITED FOR ACQUIRING LAND MEASURING 9179.687 SQ. YARDS OUT OF TOTAL LAND MEASURING 30237.21 SQ. YARDS IN GROUP HOUSING NO. 10 ALLOTTED TO M/S ACME BUILDERS PRIVATE LIMITED LOCATED AT SECTOR 91, JLPL, SAS NAGAR MOHALI ON BEHALF OF JUBILEE INFRA PLANNER LLP.

For M/s JUBILEE INRA PLANNER LLP


Jagmohan Garg  
(Designated Partner)  
Din no.02641138



Sanyam Dudeja  
(Designated Partner)  
Din no.00058648



Sukhwant Singh  
(Designated Partner)  
Din no.01016560



Baljeet Singh  
(Designated Partner)  
Din no.00990702



Bal Krishan Goyal  
(Designated Partner)  
Din no.07988160



BUILDING HAPPINESS

### BOARD RESOLUTION

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS OF M/s ACME BUILDERS PRIVATE LIMITED HELD ON 16.12.2019 AT ITS CORPORATE OFFICE SITUATED AT GH-10, JLPL, SECTOR-91, MOHALI.

RESOLVED THAT THE CONSENT OF BOARD OF DIRECTORS BE AND IS HEREBY GIVEN AUTHORIZING MR. HARSH KOHLI DIRECTOR OF COMPANY TO SIGN AND EXECUTE THE GENERAL POWER OF ATTORNEY FOR LAND MEASURING 9179.687 SQ. YARDS OUT OF TOTAL LAND MEASURING 30237.21 SQ. YARDS IN GROUP HOUSING NO. 10 LOCATED AT SECTOR 91, JLPL, SAS NAGAR MOHALI ON BEHALF OF M/S ACME BUILDERS PRIVATE LIMITED IN FAVOR OF M/S JUBILEE INFRA PLANNER LLP.

For M/s ACME BUILDERS PRIVATE LIMITED

Harsh Kohli  
(Director)  
Din no.03300810

Ashveen Singh  
(Director)  
Din no.01732094

Mohinder Paul Singh Grewal  
(Director)  
Din no.02031952

Sukhwant Singh  
(Director)  
Din no.01016560

Jogesh Kohli  
(Director)  
Din no.03300816



### BOARD RESOLUTION

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY BOARD OF DIRECTORS OF M/s ACME BUILDERS PRIVATE LIMITED HELD ON 16.12.2019 AT ITS CORPORATE OFFICE SITUATED AT GH-10, JLPL, SECTOR-91, MOHALI.


RESOLVED THAT THE CONSENT OF BOARD OF DIRECTORS BE AND IS HEREBY GIVEN FOR SELLING LAND MEASURING 9179.687 SQ. YARDS OUT OF TOTAL LAND MEASURING 30237.21 SQ. YARDS IN GROUP HOUSING NO. 10 LOCATED AT SECTOR 91, JLPL, SAS NAGAR MOHALI.

"RESOLVED FURTHER THAT Mr. Harsh Kohli, Director of the company is hereby authorized to sign & execute Agreement to Sell/Agreement and all other necessary documents with regards to above mentioned purpose with M/s Jubilee Infra Planner LLP on behalf of M/s Acme Builders Private Limited.

For M/s ACME BUILDERS PRIVATE LIMITED

  
Harsh Kohli  
(Director)  
Din no.03300810

  
Ashveen Singh  
(Director)  
Din no.01732094

  
Mohinder Paul Singh Grewal  
(Director)  
Din no.02031952

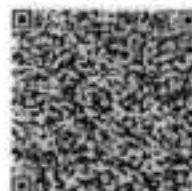
  
Sukhwant Singh  
(Director)  
Din no.01016560

  
Jogesh Kohli  
(Director)  
Din no.03300816



हर्ष कोहली  
Harsh Kohli

जन्म वर्ष / Year of Birth : 1968  
पुरुष / Male



8903 4168 2591

## आधार – आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O: एम पी कोहली, 136,  
हिमाचल भवन के पास, सेक्टर 28 ए,  
चंडीगढ़, सेक्टर-19 पीओ सीएचडी,  
चंडीगढ़, 160019

Address: S/O: M P Kohli, 136,  
Near Himachal Bhawan, Sector 28  
A, Chandigarh, Sector-19 PO  
CHD, Chandigarh, 160019



1947  
1800 180 1947



help@uidai.gov.in

WWW

www.uidai.gov.in



P.O. Box No.1947,  
Rangasaru-560 001

*Harsh Kohli*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

HARSH KOHLI

MOHINDER PARTAP KOHLI

05/01/1968

Permanent Account Number

ABCPK2493A

*Harsh Kohli*

Signature



21042016

*Harsh Kohli*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ACME BUILDERS PRIVATE LIMITED



18/11/2010

Permanent Account Number

AAICA9869Q

10122010

For ACME BUILDERS (P) LTD.

  
DIRECTOR



भारत सरकार  
Government of India



Download Date: 29/05/2020



जगमोहन गर्ग  
Jagmohan Garg  
जन्म तिथि/DOB: 02/03/1971  
पुरुष/ MALE

Issue Date: 12/03/2020

**356 4661 5027**

VID : 9186 0790 0063 3520

**मेरा आधार, मेरी पहचान.**





भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

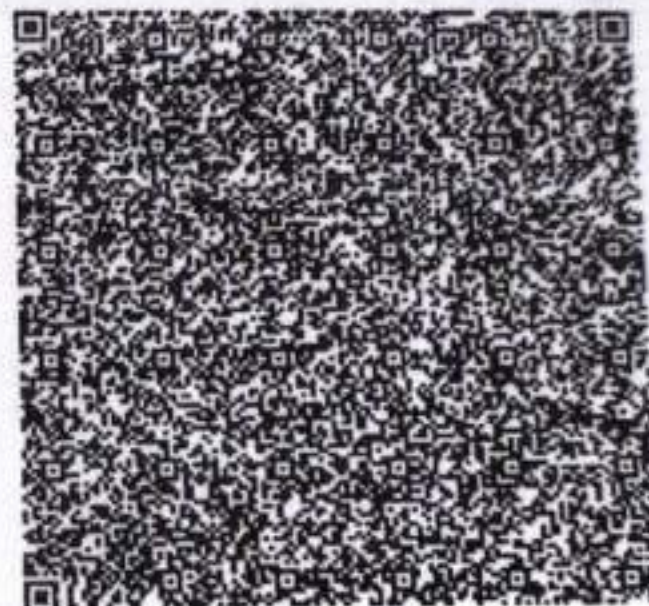


पता:

C/O सत्य नारायन गर्ग, # 747, सेक्टर 8 बी, चंडीगढ़,  
चंडीगढ़ - 160009

Address:

C/O Satya Narain Garg, # 747, SECTOR 8 B,  
Chandigarh, Chandigarh,  
Chandigarh - 160009



3581 4561 5027

VID : 9180 790 0063 3520



1947



help@uidai.gov.in



www.uidai.gov.in

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

AAYPG0218Q



नाम /NAME

JAGMOHAN GARG

पिता का नाम /FATHER'S NAME

SAT NARAIN GARG

जन्म तिथि /DATE OF BIRTH

02-03-1971

ज. ग. ग.

हस्ताक्षर /SIGNATURE

Jagmohan Garg  
Jagmohan Garg

आयकर आयुक्त, पटियाला

COMMISSIONER OF INCOME-TAX, PATIALA

1