





## ADDENDUM TO THE JOINT DEVELOPMENT AGREEMENT

This Addendum to the Development Agreement ("Addendum") is made and executed on this 23<sup>RD</sup> Day of December, 2024, at Greater Noida, Uttar Pradesh.

### BY AND BETWEEN

**PARSVNATH DEVELOPERS LIMITED**, a company incorporated under the Companies Act, 1956 and administered under the Companies Act, 2013, having its registered address at Parsvnath Tower, Near Shahdara Metro Station, Shahdara, Delhi-110032, acting through its authorized representative Mr. Atul Jain (hereinafter referred to as the "Land Owner," which expression shall include its successors and permitted assigns) of the **FIRST PART**;

AND

**MAHALUXMI INFRAHOME PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered address at 305, Nirmal Towers, Barakhamba Road, New Delhi-110001, acting through its authorized representative Mr. Pawan Kumar (hereinafter referred to as the "Developer," which expression shall include its successors and permitted assigns) of the **SECOND PART**.

(Collectively referred to as the "Parties" and individually as the "Party.")

### WHEREAS:

A. The Parties entered into a Joint Development Agreement on 25<sup>th</sup> October, 2024 [Registered under Book No. 1 Vol. No. 45826 Pages 185 to 250 with Sub-Registrar, Gautam Budh Nagar] (hereinafter referred to as the "Principal Agreement") for the development of a commercial project ("Project") on the leasehold land described under Schedule 'A' to the Principal Agreement.

B. The Parties desire to amend and clarify the obligations of the Land Owner concerning the execution of documents for the transfer of title of flats/units proposed to be developed by the Developer under the Principal Agreement, together with the proportionate undivided share in the land, in favour of purchasers/allottees.

**NOW, THEREFORE**, the Parties, intending to be legally bound, agree as follows:

### 1. LAND OWNER'S OBLIGATION TO SIGN AND EXECUTE DOCUMENTS

1.1 The **Land Owner** agrees and undertakes to sign, execute, and deliver all documents, including but not limited to, but without assuming any financial obligations:

a) **Conveyance Deeds**, Sub-Lease Deeds, Transfer Deeds, or any other title transfer documents required for transferring title of flats/units developed as part of the Project;

b) Documents to transfer the **proportionate undivided share in the land** appurtenant to such flats/units;

For Parsvnath Developers Ltd.

Authorised Signatory

Mahaluxmi Infrahome Pvt. Ltd.

Authorised Signatory/Director

पूरक लेखपत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 43255

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री महालक्ष्मी इन्फ्राहोम प्राइवेट लिमिटेड द्वारा  
पवन कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री विजय कुमार  
व्यवसाय : अन्य  
निवासी: 305, निर्मल टावर्स, बाराखम्बा रोड, नई दिल्ली





श्री, महालक्ष्मी इन्फ्राहोम प्राइवेट लिमिटेड द्वारा

पवन कुमार अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 31/12/2024 एवं 12:51:14  
PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह  
उप निबंधक :सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
31/12/2024

अनुपम मांगलिक  
निबंधक लिपिक  
31/12/2024

प्रिंट करें



c) Applications, affidavits, undertakings, and deeds required for obtaining registration of title deeds before the appropriate Sub-Registrar.

1.2 The Land Owner shall provide the Developer with all necessary cooperation for completing the title transfer process, including facilitating permissions from the relevant authorities, at the costs and expenses of the Developer.

## 2. DEVELOPER'S RESPONSIBILITIES

2.1 The **Developer** shall prepare and finalize all documents required for the transfer of title of the flats/units and the proportionate undivided share in the land.

2.2 The Developer shall bear all costs and expenses related to the execution, stamping, and registration of such documents, if required.

2.3 The Developer shall provide a minimum notice period of [7 days] to the Land Owner for signing any document required under this Addendum.

## 3. GENERAL TERMS

3.1 This Addendum shall be read in conjunction with the Principal Agreement. All terms not defined herein shall have the meaning assigned to them in the Principal Agreement.

3.2 In the event of any conflict between this Addendum and the Principal Agreement, the provisions of this Addendum shall prevail to the extent of such conflict to the extent dealt by this Addendum.

3.3 All rights and obligations under this Addendum shall survive the execution and registration of the title transfer documents.

## 4. MISCELLANEOUS

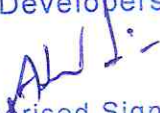
4.1 **Governing Law & Jurisdiction:** This Addendum shall be governed by the laws of India, and any disputes shall be subject to the jurisdiction of the courts at Gautam Buddha Nagar, Uttar Pradesh. The Article 12 "Dispute Resolution, Governing Law and Jurisdiction" of the Principal Agreement shall apply to the present Addendum as well.

4.2 **Severability:** If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

4.3 **Amendments:** This Addendum may be amended only in writing with mutual consent of the Parties.

## 5. CONTINUITY OF DEVELOPER'S RIGHTS

5.1 The Parties expressly agree that all rights, entitlements, and benefits granted to the Developer under the Principal Agreement and this Addendum, including but not limited to the right to develop, market, sell, and transfer title to flats and the

  
Authorised Signatory

Mahaluxmi Infrahome Pvt. Ltd.  
  
Authorised Signatory/Director

बही सं०: 1

रजिस्ट्रेशन सं०: 43255

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री पार्सर्वाथ डेवलपर्स लिमिटेड के द्वारा अतुल जैन, पुत्र श्री रमेश चन्द जैन

निवासी: पार्सर्वाथ टावर, नियर शाहदरा मेट्रो स्टेशन, शाहदरा दिल्ली

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री महालक्ष्मी इन्फ्राहोम प्राइवेट लिमिटेड के द्वारा पवन कुमार, पुत्र श्री विजय कुमार

निवासी: 305, निर्मल टावर्स, बाराखम्बा रोड, नई दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री चन्द्रकान्त, पुत्र श्री केवल कृष्ण

निवासी: बी-274, पटेल नगर-II, गाजियाबाद उत्तर प्रदेश

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री महेश विजय पटेल, पुत्र श्री विजय पटेल

निवासी: डी-32, सेक्टर-40, नोएडा, जिला गौतम बुद्ध नगर

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

31/12/2024

अनुपम मांगलिक

निबंधक लिपिक गौतम बुद्ध नगर

31/12/2024

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी :



प्रिंट करें

proportionate undivided share in the land, shall remain irrevocable, binding, and enforceable under all circumstances.

5.2 In the event of any insolvency, bankruptcy, liquidation, dissolution, or similar proceedings initiated against the Land Owner, the Developer's rights and interests in the Project, including the Project Land, as granted under the Principal Agreement and this Addendum, shall:

- a) Be treated as rights coupled with an interest under Section 202 of the Indian Contract Act, 1872, and shall survive such proceedings;
- b) Not be subject to revocation, curtailment, or termination, and shall continue to operate to the full extent as originally granted.

5.3 The Land Owner undertakes to ensure that no action, decision, or omission on its part, including in insolvency or bankruptcy proceedings, shall prejudice or interfere with the Developer's ability to exercise its rights under the Principal Agreement and this Addendum.

5.4 In any such event, the Land Owner shall execute all necessary documents or take actions, as reasonably required by the Developer or the competent authorities, to protect the Developer's rights and to facilitate the implementation of the Project and transfer of flats/units in favor of the purchasers, as per applicable laws.

## 6. SECURITY MONEY


6.1 Security Money: To secure the compliance and fulfilment of their obligations to Parsvnath Developers Limited (PDL), its officers, employees, shareholders, and directors under the terms of this Addendum, PDL agrees to hold an amount of Rs. 5 Crores (Rupees Five Crores) advanced by an associate company of the Developer to PDL on 30<sup>th</sup> March 2024 as security ("Security Money") vide RTGS No. R/INDBR32024033000680891.

6.2 Conditions of Security Money:

- a) PDL shall refund the Security Money (Rs. 5 Crores) in two tranches of Rs. 2.5 Crores [Rs. Two Crores Fifty Lakhs Only] each:
  - i.) The first tranche immediately after a period of six (6) months from the execution of this Addendum.
  - ii.) The second tranche after a period of eighteen (18) months from the execution of this Addendum.

## 7. GENERAL POWER OF ATTORNEY

7.1 **Reference to the Joint Development Agreement:** The Parties acknowledge that under the Principal Agreement registered with the Sub-Registrar, Gautam Buddha Nagar, Uttar Pradesh, the Land Owner, Parsvnath Developers Limited (PDL), had

  
Authorised Signatory

Mahaluxmi Infrahome Pvt. Ltd.  
  
Authorised Signatory/Director



**Schedule 'A'**

(Description of the Project Land – As provided in the Principal Agreement)

**Plot Description:** Leasehold Commercial Plot bearing No. SLC/8/G/1, situated at LSC Delta-II, Greater Noida, Uttar Pradesh, admeasuring 4,751 square meters, pursuant to the Perpetual Lease Deed dated 10<sup>th</sup> August 2023 registered at document No. 20833, in Book No. 1, Jild No. 43280 at pages 153 to 202 executed by the Greater Noida Industrial Development Authority.

  
For Parsvrath Developers Ltd.

Authorised Signatory

  
Mahaluxmi Infrahome Pvt. Ltd.  
Authorised Signatory/Director



agreed to execute a General Power of Attorney (GPA) in favour of a nominee of the Developer. The specimen of the GPA was mutually agreed upon and annexed as Annexure B to the said Principal Agreement (as registered).

**7.2 Execution of General Power of Attorney:** Pursuant to the said understanding under Clause 2.2 the Principal Agreement, PDL has now executed the agreed General Power of Attorney, which forms an integral part of this Addendum as **Annexure-1**.

**7.3 Extent of Rights under the GPA:** The rights granted under the executed GPA shall be co-extensive with the rights of the Land Owner under the Perpetual Lease Deed executed by the Greater Noida Industrial Development Authority in favor of PDL annexed as Annexure- A to the Principal Agreement.

**7.4 The Developer's nominee, acting as the agent under the GPA, shall be entitled to:**  
 a) Execute all documents on behalf of the Land Owner for the attainment of the objectives under the Principal Agreement and the present Addendum, including but not limited to Agreement to Sell and Sub – Lease Deed.

b) Transfer proportionate undivided interests in the land along with other rights appurtenant to the flats/units within the Project; and  
 c) Undertake all actions necessary to facilitate the sale, transfer, or conveyance of the saleable area to third parties.

**IN WITNESS WHEREOF,** the Parties have executed this Addendum as of the day and year first above written.

<p><b>For PARSVNATH DEVELOPERS LIMITED</b>          Authorized _____ Signatory: _____          Name: _____          Designation: <u>Parsvnath Developers Ltd.</u>          ("Land Owner") <i>Authorised Signatory</i></p>	<p><b>For MAHALUXMI INFRAHOME PRIVATE LIMITED</b>          Authorized _____ Signatory: _____          Name: _____          Designation: <u>Authorised Signatory/Director</u>          ("Developer")</p>
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**WITNESSES:** *Chun Kant*

- Chandrasekhar s/o Kewal Krishna  
 Add: B-274 Patel Nagar-II DELHI*
- Mehesh Vijay Patel s/o Vijay Patel  
 Add: D-32 sec-40 NOIDA G.S. NAGAR U.P.*

*[Handwritten signature]*

आवेदन सं०: 202400743113209

बही संख्या 1 जिल्द संख्या 46241 के पृष्ठ 299 से 310 तक क्रमांक 43255 पर दिनांक 31/12/2024 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह  
उप निबंधक : सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
31/12/2024

