Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 09/10/2017

Certificate No. G0I2017J332

GRN No. 30831122

Stamp Duty Paid : ₹ 6640000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Jms Buildtech Pvt ltd

H.No/Floor : 10 Sector/Ward : 44 LandMark : Na

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 00

Buyer / Second Party Detail

Name : Aristocrat home Developers Pvt ltd

H.No/Floor : 212 Sector/Ward : 22 LandMark : Bank vihar apartment

City/Village: Dwarka District : New delhi State : Delhi

Phone : 00

Purpose : Collaboration Deed

THE SEAL OF THE SUB REGISTRAR KADIPUR

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

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon on this 10th day of October, 2017

BETWEEN

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

For Aristocrat Home Developers Pvt Ltd

Director/Authorised Signatory

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

प्रलेख न: 2496

दिनाँक 10/10/2017

डीड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील कादीपुर गांव/शहर धनकोट

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 133,280,000.00 रुपये

कुल स्टाम्प डयूटी की राशि 6,640,000.00 रुपये

E-Stamp स्टाम्प न. g0i2017j332 स्टाम्प की राशि 6,640,000.00 रुपये DFC: JGOJHHII

रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: T.C.Khatana, Adv.

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनाँक 10/10/2017 दिन मंगलवार समय 12:15:00PM बजे श्री/श्रीमती/कुमारी Kusum Lata पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी R.C.Vashisth निवासी 622, Sec-14, Gurugram द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

उप / सयुँक्त पँजीयन अधिकारी

कादीपुर

हस्ताक्षर प्रस्तुतकर्ता

श्री Kusum Lata

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru: Vinay Kumar Verma दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी T.C.Khatana पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurugram व श्री/श्रीमती/कुमारी Surender Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Gheesa Ram निवासी Budhera, Gurugram ने की।

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी न:2 की पहचान करता है।

उप / सयुँक्त पँजीयन अधिकारी

कादीपुर

दिनाँक 10/10/2017

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

उप / सयुँक्त पँजीयन अधिकारी

कादीपुर

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

measuring 16 Kanals situated in revenue estate of Dhankot, tehsil and district Gurgaon (hereinafter referred to as "Said Land") more specifically enumerated in the Annexure A and specifically marked in "Red" color.

WHEREAS the OWNER had entered into an agreement of collaboration dated 22nd of May, 2013 bearing vasika number 4831 in favour of the CONFIRMING PARTY for the purpose of submitting application for grant of license for development of Commercial Colony over the Said Land with Directorate of Town & Country Planning, Haryana, Chandigarh. Registered General Power of Attorney dated 22nd of May, 2013 bearing vasika number 270 had also been executed and got registered by the OWNER in favour of the CONFIRMING PARTY for the said purpose.

WHEREAS application for grant of license for development of Commercial Colony over the Said Land had been submitted by the CONFIRMING PARTY with Directorate of Town & Country Planning, Haryana, Chandigarh. Letter of Intent bearing memo dated 4th of July 2014 had been issued by Directorate of Town & Country Planning, Haryana, Chandigarh. The obligations/formalities contemplated in the aforesaid Letter of Intent were duly complied with by the CONFIRMING PARTY and eventually License bearing number 99 of 2014 had been granted by Directorate of Town & Country Planning, Haryana, Chandigarh for development of Commercial Colony over the Said Land.

WHEREAS the OWNER and CONFIRMING PARTY were no longer keen to undertake the implementation of the Commercial Colony over the Said Land.

WHEREAS the Owner/Confirming Party has represented that the said Land is not a part of ancestral property, HUF and or under any type of acquisition proceedings and/or litigation.

For Aristocrat Home Developers Pvt Ltd

Director/Auth

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

Reg. No.	Reg. Year	Book No.
2,496	2017-2018	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,496 आज दिनाँक 10/10/2017 को बही न: 1 जिल्द न: 4 के पृष्ठ न: 23 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 68 के पृष्ठ सख्या 49 से 52 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 10/10/2017

उप / सयुँक्त/ पँजीयन अधिकारी
कादीपुर

THE SEAL OF
SUB REGISTRAR
KADIPUR

Mrs. Kusum Lata wife of Shri R.C. Vashisth resident of House No. 622, Sector 14, Gurugram hereinafter called the "**OWNER**" (which expression unless repugnant or opposed to the context thereof includes her heirs, legal representatives, executors, administrators and assigns etc.) the party of the of the **FIRST PART.**

AND

M/s. JMS Buildtech Pvt. Ltd. having its office at House No. 660, Sector 10-A, Gurgaon through Shri Vinay Kumar Verma duly authorized vide resolution dated 9th October,2017 passed by Board of Directors of the Company hereinafter called the "**DEVELOPER**" (which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the **SECOND PART.**

AND

M/s. Aristocrat Home Developers Pvt. Ltd., having its office at 212, Bank Vihar Apartments, Plot no.16, Sector-22, Dwarka, New Delhi through Shri Ramesh Vashisht duly authorized vide resolution dated 15/07/17 passed by Board of Directors of the company hereinafter called the "**CONFIRMING PARTY**" (which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the **THIRD PART.**

Both the OWNER, DEVELOPER and CONFIRMING PARTY are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the FIRST PARTY is lawful owner of land bearing rectangle number 59, Kila number 16/3 (3-2), 25/1 (3-11), 25/2 (4-9), 24/2/1 (4-18) total

For Aristocrat Home Developers Pvt Ltd

Kusum

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

Reg. No.	Reg. Year	Book No.
2,496	2017-2018	1

पेशकर्ता

दावेदार

गवाह

THE SEAL OF
RADHPUR

उप /सर्युक्त पँजीयन अधिकारी

पेशकर्ता	Kusum Lata		Kusum
दावेदार	thru:- Vinay Kumar Verma		Vinay
गवाह	T.C.Khatana		
गवाह	Surender Kumar		S.Kumar

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

HARIS -EX

WHEREAS in view of their track record and expertise in real estate development, the OWNER/ CONFIRMING PARTY had approached the DEVELOPER for development of the said land as a Commercial Complex on collaboration basis. The DEVELOPER was also desirous of promoting, developing, constructing and selling the Commercial Colony over the Said Land. Accordingly, Term Sheet dated 17th of July 2017 had been executed between the OWNER, DEVELOPER and the CONFIRMING PARTY. It was provided in Term Sheet dated 17th of July 2017 that a subsequent agreement of collaboration would be executed and registered between the parties for undertaking development of Commercial Colony over the Said Land. Accordingly, the instant Collaboration Agreement is being executed and registered between the parties on the following terms and conditions:-

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the recitals, annexures and schedules shall form integral part of this Agreement.
2. That the subject matter of this collaboration agreement between the OWNER, CONFIRMING PARTY and the DEVELOPER is the said land admeasuring 16 Kanals situated in revenue estate of Dhankot, tehsil and district Gurgaon as annexed in annexure – A, and includes all structure, tube well, etc. at present on it for utilizing the same for construction and development of the same as a Commercial Colony by the DEVELOPER.
3. That the DEVELOPER undertakes to develop the said Commercial Colony over the Said Land at its own cost and expense and with its own resources after procuring / obtaining the requisite permission permissions, sanctions and approvals of all competent authorities. The

For Aristocrat Home Developers Pvt. Ltd.

Director / Authorised Signatory

For JMS BUILDTECH PVT. LTD.

OWNER/ CONFIRMING PARTY agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the Said Land and to irrevocably vest in it all the authority of the OWNER/ CONFIRMING PARTY as may be necessary in the discretion of the DEVELOPER for obtaining the requisite permissions, sanctions and approvals for development, construction and completion of the proposed Commercial Colony on the Said Land. All expenses involved in and for obtaining permission for, approvals, permissions or sanctions from the concerned authorities pursuant to the execution of the present Agreement as well as raising of construction shall be incurred and paid by the DEVELOPER except for the renewal charges of the License which shall be borne in equal proportion by the Owner and the Developer. The DEVELOPER shall be liable to deliver the allocation of OWNER / CONFIRMING PARTY duly built up and free from encumbrances as well.

4. That the Building Plans for the proposed Commercial Colony shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department/Urban Local Bodies, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the Said Land as may be in force in the area. The said building plans for the said Commercial Colony shall be filed for permission to construct the maximum permissible covered area over the Said Land.

5. That the DEVELOPER shall at its absolute discretion proceed to have suitable design, model and/or plans prepared for the proposed Commercial Colony and get them approved / sanctioned from the competent authority (s) which shall be shared with the Confirming Party.

For Aristocrat Home Developers Pvt Ltd

For JMS BUILDTECH PVT. LTD.

SEAL OF

REGISTRAR

JAIPUR

6. That the DEVELOPER shall proceed to obtain other requisite sanctions and approvals for the construction on the Said Land of the proposed Commercial Colony in accordance with applicable zonal plans subsequent to execution of this agreement.

7. That the entire amount required for the cost of construction of the said Commercial Colony including the charges and fees of the architect (s) preparation of plans including fire fighting equipment / arrangements, sewage treatment plant as may be prescribed by the concerned authority shall be wholly to the account of the DEVELOPER. The Commercial Colony to be constructed by the DEVELOPER shall have the same specifications as also the material which has been used for construction of similar Commercial Colonies in the vicinity.

8. That 35% (thirty five percent) of the saleable area in respect of aforesaid land with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the Commercial Colony to be constructed over the Said Land as also in common areas and common facilities shall belong to and be owned by the OWNER and CONFIRMING PARTY (herein referred to as 'OWNER and CONFIRMING PARTY's allocation) and the remaining 65% (sixty five percent) built /unbuilt area of the said complex together with proportionate undivided, indivisible or impartible ownership rights in the land underneath the said complex as also in the common areas and common facilities shall fall to the share of the DEVELOPER (herein referred to as the DEVELOPER's allocation) in consideration of the obligations undertaken by it under these presents and shall belong to and be owned by the DEVELOPER.

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

For Aristocrat Home Developers Pvt. Ltd.

Director

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

9. That the DEVELOPER shall pay a sum of Rs. 5,00,00,000/– (Rupees Five Crores Only) to the CONFIRMING PARTY which shall be non-refundable in character. Apart from it the Developer shall deposit an amout of Rs. 3 cr as a refundable Security Deposit with the Confirming Party at the request of the Confirming Party, which request shall be made within 4 months from the date of the present Collaboration Agreement. In such an eventuality, the Developer shall deposit such Interest Free Refundable Security Deposit with in a period of 5 months from the date of the present Agreement. It has been mutually agreed between the parties that the non-refundable component of Rs. 5, 00, 00,000/– (Rupees Five Crores Only) has been paid by the DEVELOPER to the CONFIRMING PARTY in the following manner: –

(i) Rs. 1, 50, 00,000/-, (Rupees One Crore Fifty Lacs Only) vide Cheque/Demand Draft bearing number 648343 dated 09.10.17 drawn on State Bank of India, Wazirpur, Gurgaon, & Rs. 1,50,00,000/- (Rupees One Crore Fifty Lacs Only) vide Cheque/Demand Draft bearing number 648354 dated 20.10.2017 drawn on State Bank of India, Wazirpur , Gurgaon shall be paid on the date of registration of the present Agreement.

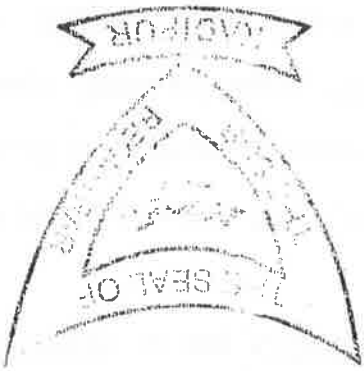
(ii) Balance Rs. 2, 00, 00,000/- (Rupees Two Crores Only) shall be paid in the form of Post Dated Cheque (PDC) bearing number 648355 dated 09.12.2017 drawn on State Bank of India, Wazirpur, Gurgaon.

10. That the OWNER and CONFIRMING PARTY had represented to the DEVELOPER at the time of execution of Term Sheet dated 17th of July 2017 that a sum of Rs. 15,27,50,000/– (Rupees Fifteen Crores Twenty Seven Lacs Fifty Thousand Only) out of which Rs.

For Aristocrat Home Developers Pvt Ltd

Authorised Signatory

For JMS BUILDTECH PVT. LTD.



9,83,88,080/- (Rupees Nine Crores Eighty Three Lacs Eighty Eight Thousand & Eighty Only) is the principal amount and the balance Rs. 5,43,61,920/- (Rupees Five Crores Forty Three Lacs Sixty One Thousand & Nine Hundred & Twenty Only) forms part of the interest and/or penalt(ies) which (hereinafter referred to as "Outstanding towards EDC/IDC") was outstanding and payable by them to Directorate of Town & Country Planning, Haryana, Chandigarh towards External Development Charges & Internal Development Charges in respect of the Said Land.. The OWNER and CONFIRMING PARTY had further conveyed to the DEVELOPER that staggered payment of External Development Charges & Internal Development Charges should be made to the aforesaid statutory authority in terms of policy dated 12th of April, 2016.

11. That it has been mutually agreed that payment of principal amount of External Development Charges & Internal Development Charges for the conceptualisation, promotion, construction, development and sale of the Commercial Colony over the Said Land shall be made by the parties in the following ratio: –

    (i) OWNER and CONFIRMING PARTY – – 35%.

    (ii) DEVELOPER – – 65%

12. That it has been mutually agreed that the interest component payable in respect of External Development Charges & Internal Development Charges including penal interest/penalty etc. till the date of payment of last instalment as per availed policy for payment of said amount in instalments shall be paid entirely by the OWNER and CONFIRMING PARTY. However, in case any interest component is liable to be paid in respect of External Development Charges & Internal Development Charges after the date of payment of last instalment as per availed policy for staggered payment of External Development Charges &

For Adjacent Hero Developers Pvt. Ltd

For JMS BUILDTECH PVT. LTD.

Internal Development Charges shall be shared between the OWNER and CONFIRMING PARTY on one hand and the DEVELOPER on the other hand in the same area sharing ratio as set out hereinabove for apportionment of built-up area in the project. The detailed calculation sheet in this regard has been appended with the instant contract. Both parties have minutely examined the correctness of calculations and are satisfied with the accuracy of the same. Both parties admit and acknowledge that the amounts indicated in the calculation sheet reflect the actual financial liability required to be respectively discharged by them.

13. That at the behest and instance of the OWNER and the CONFIRMING PARTY, the DEVELOPER had proceeded to make payment of Rs. 1,55,00,000/– (Rupees One Crore Fifty Five Lacs Only) vide demand draft bearing no. 066322 dated 17th of July, 2017 drawn on State Bank of India towards part payment of outstanding External Development Charges & Internal Development Charges to Directorate of Town & Country Planning, Haryana, Chandigarh.

14. That after execution of Term Sheet dated 17th of July 2017, a further sum of Rs. 3,86,00,000/– (Rupees Three Crores Eighty Six Lacs Only) has been paid by the DEVELOPER at the behest and instance and upon the specific request of the OWNER / CONFIRMING PARTY to Directorate of Town & Country Planning, Haryana, Chandigarh towards part payment of outstanding External Development Charges & Internal Development Charges in the following manner: –

(i) Rs. 2,60,00,000/- (Rupees Two Crores Sixty Lakh Only) vide Demand Draft bearing number 066345 dated 28th August,2017 drawn on State Bank of India, Chandigarh.

For JMS BUILDTECH PVT. LTD.

For Aristocrat Home Developers Pvt. Ltd.

Authorised Signatory

(ii) Rs. 48,00,000/- (Rupees Forty Eight Lacs Only) vide Demand Draft no.066353 dated 4th September,2017 drawn on State Bank of India, Chandigarh.

(iii) Rs.78,00,000/- (Rupees Seventy Eight Lacs Only) vide Demand Draft no.066352 dated 4th September,2017 drawn on State Bank of India, Chandigarh.

15. That the said amount shall also be deemed to be valid discharge of financial liability on the part of DEVELOPER towards payment of External Development Charges & Internal Development Charges referred to above. It has been mutually agreed between the parties and has also been recited in the calculation sheet referred to above that as on the date of the Term Sheet dated 17th July,2017 the liability of the DEVELOPER towards its share of External Development Charges & Internal Development Charges was Rs. 6,66,59,450/– (Rupees Six Crores Sixty Six Lacs Fifty Nine Thousand Four Hundred Fifty Only). It has also been mutually agreed between the parties that interest liability of the DEVELOPER as per applicable policy for payment of External Development Charges & Internal Development Charges is Rs. 3, 36,050/–(Rupees Three Lacs Thirty Six Thousand and Fifty Only).

16. That it has further been mutually agreed amongst the parties that out of the payment of Rs. 3,86,00,000/– (Rupees Three Crores Eighty Six Lacs Only) made by the DEVELOPER, a sum of Rs. 1,66,64,862_/– (Rupees One Crore Sixty Six Lacs Sixty Four Thousand Eight Hundred & Sixty Two Only) shall be forthwith adjusted towards discharge of liability of payment of External Development Charges & Internal Development Charges on the part of the DEVELOPER to Directorate of Town & Country Planning, Haryana, Chandigarh.

For Aristocrat Home Developers Pvt. Ltd.

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

17. That it is hereby clarified that out of the total payment of Rs. 54100000/- paid by the Developer towards the outstanding amount of EDC/IDC a sum of Rs. 37435013 has been paid on behalf and the behest of the Owner. The Owner/Confirming Party undertakes to refund the said amount of Rs. 37435013 paid on his behalf to the Developer, within 2 months from the date of launch of the Commercial Complex. In the event of default of such repayment by the Owner/Confirming Party, the Developer on the expiry of the two months from the date of launch of the Commercial Complex, shall be entitled to corresponding area allotted to the Owner/Confirming Party at its discretion. In such an eventuality the area sharing ratio shall stand altered only to the limited extent of the ownership of the area allocation, however all the sharing shall be in the ratio of 65:35 amongst the Developer and the Owner/Confirming Party in terms of this Agreement.

18. That it has been categorically understood amongst the Parties that 65% of the principal amount payable towards the EDC/IDC under the said scheme exclusive of the interest shall be paid by the Developer against the half yearly demands raised under the said policy. The remaining 35 % of the principal amount along with interest stated herein above shall be paid by the Owner/Confirming party against the half yearly demands raised under the said policy.

19. It is further clarified that in the event of default in making timely payment as stated supra, by either of the Party against the half yearly demand raised by the Department under the said Policy, the interest/penalties levied shall be paid and borne by the Party making such default.

20. The Owner/Confirming Party undertakes not to sell/pitch /market the part of the area allotted to it below the basic sale price decided by the

For M/S BUILDTECH PVT. LTD.

Developer. It is further agreed amongst the Parties that if the Owner/Confirming Party approaches the Developer for sale of its share, the same shall be facilitated by the Developer on payment of requisite Brokerage charges.

21. That in case for any reason whatsoever, the OWNER/ CONFIRMING PARTY are unable to make payment of the above said outstanding amount/part thereof to the DEVELOPER within the period of 2 months indicated hereinbefore, in that event the DEVELOPER at its absolute discretion shall be entitled to sell the Reserve Area/parts thereof as may be deemed appropriate and suitable by the DEVELOPER to effect the recovery of the aforesaid amount. The OWNER/ CONFIRMING PARTY undertake not to pose any hindrance or obstruction or to challenge the legality of alienation of Reserve Area/part thereof by the DEVELOPER upon occurrence of eventuality contemplated above.

22. That in case any financial liability of the OWNER and CONFIRMING PARTY towards payment of their 35% of principal amount of External Development Charges & Internal Development Charges and/or interest/penal interest etc. is outstanding and payable, in that event the DEVELOPER at its absolute discretion shall be entitled to directly make payment of such outstanding amount to Directorate of Town & Country Planning, Haryana, Chandigarh and to adjust the same from the security deposit referred to above. Any such payment made by the DEVELOPER towards piecemeal payment of outstanding External Development Charges & Internal Development Charges shall be deemed to be valid discharge of financial liability on the part of DEVELOPER towards payment of security deposit referred to above.

For JMS BUILDTECH PVT. LTD.

For Adjacent Home Developers Pvt Ltd

23. That it had further been represented by the OWNER and CONFIRMING PARTY to the DEVELOPER that in order to enable the DEVELOPER to undertake the conceptualisation, promotion, construction, development and sale of the Commercial Colony over the Said Land, formal permission would be required to be obtained from Directorate of Town & Country Planning, Haryana, Chandigarh. All expenses in this regard shall be liable to be borne by the DEVELOPER. Furthermore, the DEVELOPER shall be competent and entitled to get itself reflected as the exclusive/sole developer/promoter of the commercial project to be implemented over the Said Land. The OWNER/ CONFIRMING PARTY undertake to execute all such documents and to further do all acts, deeds and things as may be required for reflection of name of DEVELOPER in the records of all statutory authorities as the exclusive/sole developer/promoter of the commercial project to be implemented over the Said Land.

24. That the DEVELOPER shall be entitled to avail benefit of all policies/guidelines of state of Haryana/ Directorate of Town & Country Planning, Haryana, Chandigarh for making payment of External Development Charges & Internal Development Charges.

25. That this agreement shall devolve all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Commercial Colony in accordance with the terms of this agreement and to own as property belonging to the DEVELOPER or dispose off the whole of its share of the built / unbuilt up area of the said Commercial Colony as provided herein with proportionate share in the land underneath the said Commercial Colony as also the right to use the common areas and common facilities (hereinafter called the

For JMS BUILDTECH PVT. LTD.

DEVELOPER's ALLOCATION). The OWNER shall execute and register an irrevocable registered General Power Of Attorney to the DEVELOPER for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction, implementation, promotion, marketing and sale of the Commercial Colony over the Said Land. The Power of Attorney shall also authorize the DEVELOPER to discharge its part of the obligations under this collaboration agreement and to let out/sell the constructed/unconstructed and/or developed/undeveloped portions of the Project. The Power of Attorney shall also authorize the DEVELOPER to exercise all rights under this Collaboration Agreement.

26. That the construction of the allocation of OWNER and CONFIRMING PARTY shall be carried out by the DEVELOPER at the cost of DEVELOPER and the same shall belong to the OWNER.

27. That it has been agreed and understood between the parties that in case the OWNER proceeds to alienate the Said Land in favour of third parties, it shall ensure that the purchaser(s) abide by terms and conditions mentioned in this contract. The OWNER shall transfer the interest free refundable security deposit to the purchaser(s).

28. That the interest free refundable security deposit shall be liable to be refunded by the OWNER to the DEVELOPER, within 1 (one) year from the date of payment of the Interst Free Refundable Security Deposit. In the event of default of such repayment by the Owner/Confirming Party, the Developer shall be entitled to corresponding area allotted to the Owner/Confirming Party at its discretion.

29. That in case any amount / fees deposited by the Developer with the government / any other authority is refunded to the OWNER and

For Aristocrat Home Developers Pvt Ltd

For JMS BUILDTECH PVT. LTD.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CONFIRMING PARTY, the same shall be returned to the DEVELOPER within seven days of the receipt of the same and in the event of any delay beyond this period the OWNER

30. That the OWNER and CONFIRMING PARTY have delivered actual, physical and vacant possession of Said Land at the spot to the DEVELOPER. The DEVELOPER for the purpose of promotion, development and construction of the project shall be entitled to undertake construction, have its site office, store materials, house labour and do all such acts, deeds and things as may be necessary and essential to achieve the objective of this agreement.

31. That the OWNER and CONFIRMING PARTY undertake to do all such acts, deeds and things and to execute all such documents as may be required so as to enable the DEVELOPER to obtain requisite permission from Directorate of Town & Country Planning, Haryana, Chandigarh for undertaking the conceptualisation, promotion, construction, marketing, sale and implementation of the Commercial Colony over the Said Land. All expenses in this regard shall be incurred by the DEVELOPER.

32. That the DEVELOPER shall start the development work and shall complete the development of the Commercial Colony within 60 months from date of grant of all permissions/sanctions by the concerned statutory authorities for implementation of the project, including but not confined to sanction of building plans, grant of environment permission, sanction from airport authority and registration under Real Estate Regulation Authority, Haryana etc. pursuant to which Developer shall apply for Occupation Certificate of the Commercial Project. It is agreed amongst the Parties that only after obtaining the said Occupation Certificate, the Developer shall handover the Owner's saleable areas to the Owner.

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33. That in case the non-completion of the colony is the result of earthquake, lightening or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project.

34. That since considerable expenditure, efforts and expertise are involved in obtaining requisite permission from Directorate of Town & Country Planning, Haryana, Chandigarh change of Developer and other permissions/sanctions from the concerned statutory authority and in mobilising men, infrastructure and material for the project, it is the condition of this agreement that after execution of this contract the OWNER and CONFIRMING PARTY / or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through a suit for specific performance at the cost and risk of the OWNER and CONFIRMING PARTY and during such pendency of the suit the OWNER and CONFIRMING PARTY shall not enter into any agreement with respect to the said land with any third party. The Developer at its discretion shall enforce specific performance of this present Collaboration Agreement and/or shall be entitled to levy a penalty of twice the amount paid by the Developer to the Owner directly or through the Confirming Party upon issuance of notice of 15 days.

35. That in case floor area ratio is increased under the rules and regulations of Haryana State/Town & Country planning Department, additional expenses for raising construction against increased floor

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area ratio shall be jointly incurred by the DEVELOPER and the OWNER and CONFIRMING PARTY in the space sharing ratio. The additional area constructed against increased floor area ratio shall also be divided between the OWNER and CONFIRMING PARTY on one hand and the DEVELOPER on the other hand as per percentage agreed in this agreement and hereinabove defined. The cost of sanction of the increased area shall be incurred shall be pro-rata borne by the OWNER and CONFIRMING PARTY on one hand and the DEVELOPER on the other hand including the EDC IDC charges in the area sharing ratio.

36. That both the parties shall share the total built up area of the said complex in the aforesaid proportion floor-wise or as may be mutually agreed between the parties. The area allocation shall be decided by the DEVELOPER. In case any excess payment beyond the payments contemplated above has been made by the DEVELOPER to accommodate the OWNER and CONFIRMING PARTY towards any account, in that event the same shall be liable to be adjusted/realised by the DEVELOPER from sale of areas forming part of allocation of the OWNER and CONFIRMING PARTY.

37. That at the time of initial allocation of areas, the DEVELOPER shall be entitled to withhold such quantum of allocation of OWNER and CONFIRMING PARTY as it may deem expedient and appropriate to effect recovery of excess payment (if any) beyond the payments contemplated above made by the DEVELOPER in relation to the project to accommodate the OWNER and CONFIRMING PARTY. At the same time it is clarified that the DEVELOPER shall not be under any contractual duty to make such any payments and the DEVELOPER at its absolute discretion may proceed to do so if it so deem fits.

For Aristocrat Home Developers Pvt. Ltd.

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For JMS BUILDTECH PVT. LTD.

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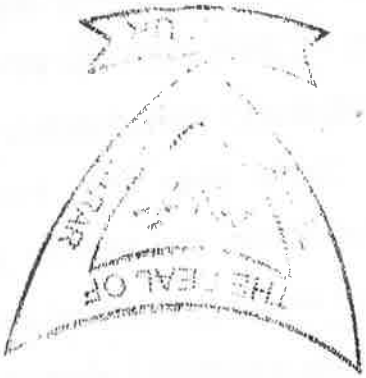

number 47 dated 10\10\2017. The original Registered General Power of Attorney dated 22nd of May, 2013 has been handed over by OWNER and CONFIRMING PARTY to the DEVELOPER. In furtherance thereof the Collaboration Agreement executed amongst the Owner & the Confirming Party stands null void and the same is hereby acknowledged by the Confirming Party.

44. That the CONFIRMING PARTY further undertakes not to execute any document or to do any act, deed or thing in relation to the Said Land/ Commercial Colony to be implemented thereupon on the basis of Registered General Power of Attorney dated 22nd of May, 2013.

45. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the OWNER and CONFIRMING PARTY and thereafter the liability in this behalf shall be shared by the parties to the agreed proportion mentioned therein.

46. That the OWNER and CONFIRMING PARTY covenant with the DEVELOPER that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana/ Urban Local Bodies and /or such other authority concerned with the matter and further than the OWNER and CONFIRMING PARTY shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

47. That the OWNER undertakes to irrevocably constitute the DEVELOPER as her lawful attorney by a separate duly Registered General Power of Attorney for submitting applications to the various authorities, requisitions, licences, permissions, approvals, sanctions,

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allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said Commercial Colony and for sale and transfer of DEVELOPER's allocation in the Commercial Colony and for all purposes mentioned in the agreement. The OWNER undertakes not to cancel/terminate the aforesaid Registered General Power of Attorney. The OWNER admits and acknowledges that the said Registered General Power of Attorney is being executed and registered by the OWNER for sufficient consideration.

48. That the Board of Directors of the CONFIRMING PARTY has also passed resolution in favour of the DEVELOPER for submitting applications to the various authorities, requisitions, licences, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said Commercial Colony and for sale and transfer of DEVELOPER's allocation in the Commercial Colony and for all purposes mentioned in the agreement. The CONFIRMING PARTY undertakes not to cancel/terminate/revoke/modify/withdraw etc. the aforesaid resolution.

49. The DEVELOPER shall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favour of the OWNER and CONFIRMING PARTY in respect of their allocation.

50. That the DEVELOPER shall be entitled to mortgage the land in question and to execute all documents as may be required for this purpose. The OWNER and CONFIRMING PARTY undertake to execute all such documents and to make available to the

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DEVELOPER all original documents of title as may be required by the DEVELOPER for obtaining loan/availing financial assistance from the concerned bank/financial institution for the purpose of implementation of the Commercial Colony over the Said Land. The OWNER and CONFIRMING PARTY undertake not to raise any obstruction/hindrances in the offering of Said Land as security by the DEVELOPER for the purpose of obtaining loan/financial assistance and creating charges/lien/mortgage and/or Encumbrances of any nature in respect thereof. All expenses in this regard shall be incurred by the DEVELOPER. The DEVELOPER shall be solely responsible and liable for repayment of the loan along with accumulated interest.

51. That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER and CONFIRMING PARTY.

52. That the OWNER and CONFIRMING PARTY and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as their respective share of the built or unbuilt areas of the building or sale proceeds thereof are concerned.

53. That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said building. The OWNER and

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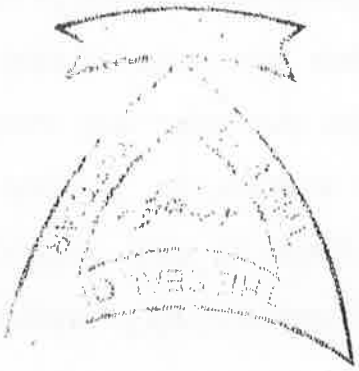

CONFIRMING PARTY undertake that within seven days of the receipt of any such refund referred to hereinabove, they shall pass on the same to the DEVELOPER and any delay by the OWNER and CONFIRMING PARTY in passing on the refund to the DEVELOPER in this regard shall entail interest @ 12% per annum.

54. That OWNER and CONFIRMING PARTY have declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, third party claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the OWNER and CONFIRMING PARTY. Furthermore, the OWNER and CONFIRMING PARTY have undertaken to keep the Said Land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying / acting upon these declarations and representations / undertakings of the OWNER and CONFIRMING PARTY. Further the said Land shall remain in the complete physical possession of the Developer till completion of the said Project and thereafter till the handover of the saleable areas. Moreover, the original title deeds shall be deposited with the Developer by the Owner/Confirming Party. The Owner shall execute and register irrevocable General Power of Attorneys, Special Power of Attorneys in favour of the nominees of the Developer and/or the Developer within 15 days from the signing of this agreement to enable the Developer to obtain necessary sanctions, permissions, approvals, connections, raw material, etc and also to enable the Developer to discharge its part of obligation and to exercise its rights (including rights for sale of its saleable areas in the said project,

For Aristocrat Home Developers Pvt Ltd

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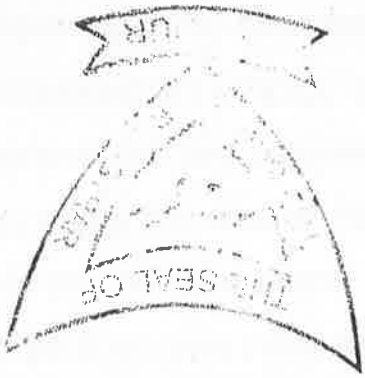

advertising, booking, receiving monies from the prospective buyers etc) under this Collaboration Agreement.

55. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNER is lost on account of any defect in the OWNER's title or any litigation started by any one claiming through the OWNER or CONFIRMING PARTY or any one claiming title paramount to the OWNER or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNER/ CONFIRMING PARTY , the OWNER/ CONFIRMING PARTY shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and /or intending buyers of whole or part of the built / unbuilt areas, car parking etc. including but not confined to business losses. The OWNER/ CONFIRMING PARTY expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the DEVELOPER share of the built / unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNER or on account of any concealment or wrongful representation made by OWNER and CONFIRMING PARTY.

56. That if there be any claim, demand, tax, litigation of any nature whatsoever against the OWNER and/or the CONFIRMING PARTY , then it is a condition of this agreement that the work of development and / or completion of the said building and/or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any

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court orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied out of share of OWNER and CONFIRMING PARTY in the built up area of the project building and/or the sale proceeds thereof.

57. That the OWNER and CONFIRMING PARTY undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.

58. That the OWNER and CONFIRMING PARTY shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and/or booking and sale of built or un-built areas of the project building.

59. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana/Urban Local Bodies and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Commercial Colony wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the competent authority, and to have temporary site office in any part of the said land.

60. That the building shall be deemed to have been completed when the structure of the building, installation of composite panels and glass

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work has been completed and occupation certificate has been applied for by the DEVELOPER.

61. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

62. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

63. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

64. That the OWNER and CONFIRMING PARTY shall if required by the DEVELOPER also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) by the DEVELOPER at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement.

65. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.

66. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this

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agreement shall be done without the written consent of the parties thereto.

67. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed by the DEVELOPER. The necessary maintenance charges shall be paid proportionately by the OWNER/ CONFIRMING PARTY and the DEVELOPER in their area sharing ratio irrespective of the occupancy. The liability of the OWNER/ CONFIRMING PARTY to pay maintenance charges shall accrue from the date when the DEVELOPER gives notice of completion of project to the OWNER/ CONFIRMING PARTY or part thereof. The maintenance charges shall be calculated on the basis of the then existing cost of maintenance and resources and the guiding principle would be the cost of maintenance of similar Commercial Colony in Gurgaon.

68. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

69. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

70. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

That all disputes and differences arising out of or in connection with

For Aristocrat Home Developers Pvt. Ltd.

For JMS BUILDTECH PVT. LTD.

FOR THE BOARD OF BAJAJ LTD

this Agreement shall be attempted to be resolved mutually through negotiations between the parties for a period of 15 days failing which the same shall be referred to and decided by two Arbitrators one appointed by the Developer and the other appointed by the Owner/Confirming Party. The said two Arbitrators shall appoint a third arbitrator and the three shall constitute the Arbitral Tribunal. The Arbitration proceedings shall be held at Gurgaon, Haryana and shall be conducted in English language. The decision of the Arbitrators shall be final and binding on the parties. The provisions of Arbitration & Conciliation Act 1996 and amendment thereof shall be applicable to such arbitration proceedings. The costs for the arbitration including arbitrator's fee shall be shared equally between the parties.

71. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

72. That all costs of stamping, engrossing and registration of this Agreement shall be equally borne by the DEVELOPER and the OWNER/ CONFIRMING PARTY. However, the Developer at the time of registration of the present Collaboration Agreement has paid complete stamp duty amount of Rs. 66,40,000/- (Rupees Sixty Six Lakhs & Forty Thousand Only) which includes the Owner's Share. The Owner undertakes to return its share of the Stamp Duty of Rs. 33,20,000/- (Thirty Three Lakhs and Twenty Thousand Only) to the Developer within 12 months from the date of registration of the present Collaboration Agreement, however, if the Owner fails to refund his said share then the Owner pledges to forfeit his Saleable Area of equivalent proportion in favor of the Developer.

For JMS BUILDTECH PVT. LTD.

Authorised Signatory

For Aristocrat Home Developers Pvt Ltd

Director/Authorised Sig

73. That this agreement has been prepared in duplicate with original signatures of both the parties and attesting witnesses and one set has been kept by each party in original.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

WITNESSES

(1)

Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

OWNER

Mrs. Kusum Lata

T.C. KHATANA
Advocate
Distt. Court, Gurgaon

DEVELOPER

M/s. JMS Buildtech Pvt. Ltd. through its duly authorized person Shri Vinay Kumar Verma

CONFIRMING PARTY

M/s. Aristocrat Home Developers Pvt. Ltd. through its duly authorized person Shri Ramesh Vashisth

For JMS BUILDTECH P.VT. LTD.

Authorised Signatory