

E - CHALLAN		Candidate Copy
Government of Haryana		
DDO Code: 2305	Valid Upto: 26-06-2019 (Cash) 20-06-2019 (Chq./DD)	
GRN No.: 0048559968	Date: 19 Jun 2019 14:25:35	
Office Name: 2305-TEHSILDAR	Treasury: Sonapat	
Period: (2019-20) One Time		
Head of Account	Amount	₹
0030-03-104-97-51 Pasting Fees	3	
0030-03-104-99-51 Fees for Registration	50000	
PD AcNo	0	
Deduction Amount: ₹	0	
Total/Net Amount: ₹	50003	
₹ Fifty Thousands Three Rupees		
Tenderer's Detail		
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-		
PAN No:		
Tenderer's Name: Parker VRC Infrastructure Priv		
Address: Delhi		
Particulars: Registration Fee		
Cheque-DD- Detail: Depositor's Signature		
FOR USE IN RECEIVING BANK		
Bank CIN/Ref No:	000150904593719062019	
Payment Date:	19/06/2019	
Bank:	SBI Aggregator	
Status:	Success	

E - CHALLAN		AG/ Dept Copy
Government of Haryana		
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* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



3106

Date : 19/06/2019

Certificate No. T0S2019F290



Stamp Duty Paid : ₹ 2057000
(Rs. Only)

GRN No. 48558765



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Jai krishan Artec Jv

H.No/Floor : 8b

Sector/Ward : X

LandMark : Hansalaya building

City/Village : Connaughtplace

District : Delhi

State : Delhi

Phone: 0

Others : Jai krishan hi tech infrastructure pvt ltd and construction pvt ltd



Buyer / Second Party Detail

Name : Parker vrc Infrastructure Private limited

H.No/Floor : 410

Sector/Ward : X

LandMark : D mall

City/Village: Pitampura

District : Delhi

State : Delhi

Phone : 0

Purpose : Collaboration Agreement

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

Handwritten signature

Handwritten signature

3106

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 18/06/2019

Certificate No. TOR2019F471



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 48452709



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Jai krishan artec jv

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : Delhi

District : Delhi

State : Delhi

Phone: 00

Others : Ms jai krishanhi tech infrastructures pvt ltd, m. constructions pvt ltd



Buyer / Second Party Detail

Name : Ms parker Vrc infrastructure Pvt ltd

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 00

Purpose : Collaboration Agreement

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

	Amount	10,28,50000/-	
	Stamp	2057000/-	
	Registration FEE	50003/-	
	Village/Location	AHAMDPUR	
	Area	11.687 ACRE	1870 MARLE
	STAMP DUTY	2%	
	Municipal	Inside M.C. Limits, Sonapat	

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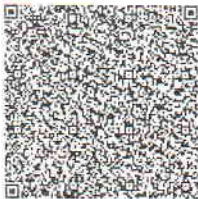
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL86619245464140R
 Certificate Issued Date : 11-May-2019 12:20 PM
 Account Reference : IMPACC (IV)/ dl852003/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL85200378409710096992R
 Purchased by : JAI KRISHAN ARTEC JV
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JAI KRISHAN ARTEC JV
 Second Party : PARKER VRC INFRASTRUCTURE PVT LTD
 Stamp Duty Paid By : JAI KRISHAN ARTEC JV
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Wadia

This shall form part of Supplementary Collaboration Agreement dated 15.05.2019 executed between Jai Krishan Artec-JV, M/S Jai Krishan Hi-Tech Infrastructures Pvt. Ltd., Mr. RM Constructions Pvt. Ltd., Mr. Rajender Prasad Minal, Mrs. Geeta Wadia, AND M/S Parker VRC Infrastructures Pvt. Ltd, AND M/S VRC Constructions (India) Private Ltd.

For JAI KRISHAN ARTEC-JV

For Parker VRC Infrastructure Pvt. Ltd.

[Signature]
 Authorised Signatory

Director

[Signature]
 Director

Director

For VRC Constructions (India) Pvt. Ltd.

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

For Jai Krishna Artech JV

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at www.stampetamp.com. Any discrepancy in the details available on the website renders it invalid.
- The onus of checking the legitimacy lies on the terms of the certificate.
- In case of any discrepancy please inform the Competent Authority.

Director

AUTH SIGNAT

Mg. Director/Director

SUPPLEMENTARY COLLABORATION AGREEMENT

This Supplementary Collaboration Agreement (hereinafter referred to as "**this Agreement**") is made and executed at New Delhi on 15.05.2019 (hereinafter referred to as "**Effective Date**");

BY AND BETWEEN

- 1. a. Jai Krishan Artec-JV**, (hereinafter referred to as the "**JV**"), a joint venture of Jai Krishan Estate Developers Pvt. Ltd, conducting its office from 8-B, Hansalaya Building, 15, Bara Khamba Road, Connaught Place, New Delhi 110001, acting through its authorized representatives and signatories Mr. Ashok Wadia and Mr. Rajender Prasad Mittal.
 - b. M/s Jai Krishan Hi-Tech Infrastructures Private Limited**, (hereinafter referred to as "**Jai Krishan Hi-Tech**"), a company validly existing under the provisions of the Companies Act, 2013, and having its registered office at A-26 Friends Colony East, New Delhi-110065 through its Director Mr. Ashok Wadia duly authorized vide a resolution of the Board of Directors in its meeting held on 11.05.2019;
 - c. M/s R M Constructions Private Limited**, (hereinafter referred to as "**R M Constructions**"), a company validly existing under the provisions of the Companies Act, 2013, and having its registered office at Unit no. 552 Fifth Floor Terrace, Tower - B,D-4,5,6 Krishna Apra Business Square, Neta Ji Subhash Place, New Delhi North West Delhi 110034, through its Director duly authorized vide a resolution of the Board of Directors in its meeting held on 15.05.2019;
 - d. (i) Mr. Rajender Prasad Mittal**, son of Late Shri Kunj Lal, resident of 65/41, Punjabi Bagh (West), New Delhi and presently residing at B-1002, Omaxe Forest Spa, Sector 93 B, Noida, Uttar Pradesh (hereinafter referred to as "**Mr. Rajender Mittal**"); and
 - (ii) Mrs. Geeta Wadia**, wife of Mr. Ashok Wadia, resident of B-36, Mohan Park, Naveen Shahdara, Delhi 110032 (hereinafter referred to as "**Mrs. Geeta Wadia**")
- (hereinafter "**JV**", "**Jai Krishan Hi-Tech**", "**R M Constructions**", "**Mr. Rajender Mittal** and "**Mrs. Geeta Wadia** are individually referred to as such and collectively referred to as the "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, administrators, nominees and permitted assigns), being party of the **FIRST PART**;

For JAI KRISHAN ARTEC-JV

For Parker VRC Infrastructure Pvt. Ltd.


Ashok Wadia
Authorised Signatory


Director Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

For VRC Constructions (India) Pvt. Ltd.


Director


Mg. Director/Director

For R.M. Constructions (P) Ltd.

For Jai Krishna Artech JV


Ashok Wadia


Ashok Wadia
Auth Signatory

AND

2. **M/s Parker VRC Infrastructure Private Limited**, a company validly existing under the provisions of the Companies Act, 2013, and having its registered office at 410, D-Mall Netaji Subhash Place, Pitampura, New Delhi-110034 (hereinafter referred to as the "**Developer**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), acting through its Director Mr. Manish Garg duly authorized vide Board Resolution dated 15.04.2019, being party of the **SECOND PART**;

AND

3. **M/s VRC Constructions (India) Private Limited**, a company validly existing under the provisions of the Companies Act, 2013, and having its registered office at Plot No. 16, VRC Tower, Paschim Vihar Ext., Rohtak Road, Paschim Vihar, Delhi West, New Delhi-110063, (hereinafter referred to as the "**Confirming Party**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), acting through its Director Mr. Darshan Kumar Gupta duly authorized vide Board Resolution dated 15.04.2019, being party of the **THIRD PART**.

Unless repugnant to the context or meaning thereof, the terms '**First Party**', '**Developer**' and '**Confirming Party**' are hereinafter individually referred to as such or the "**Party**" and collectively referred to as the "**Parties**".

I. RECITALS

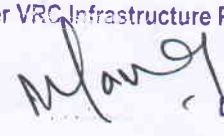
WHEREAS:

- (i) **M/s K M Buildtech Private Limited** (hereinafter referred to as "**K M Buildtech**"), a company having its registered office at 4-B, Hansalaya Building, 15 Barakhamba Road, Connaught Place, New Delhi-110001 is the owner of land measuring 78 Kanal 4 Marla bearing Mustatil/ Kila No. 9// 1 (8-0), 10 (8-0), 11 (8-0), 20(8-0), 21 (7-2), 10//5 (8-0), 6 (8-0), 15 (8-0), 16 (8-0), 25(7-2) situated in village Ahmedpur Tehsil & District Sonapat, Haryana. Jai Krishan Hi-Tech is the absolute owner of land measuring 93 Kanal 6 Marla bearing Mustatil/Kila No.10// 7(8-0), 8 (8-0), 9 (7-16), 12 (8-0), 13 (8-0), 14 (Min. east) (6-10), 17 (Min.East) (4-0), 18 (8-0), 22 (7-2), 23 (7-2), 24 (Min. East) (3-0) and 26 (0-4) situated in

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director  Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.


Authorized Signatory

For Jai Krishna Artech JV


Authorized Signatory

village Ahmedpur Tehsil & District Sonapat, Haryana. R.M Construction is the absolute owner of land measuring 9 Kanal 19 Marla bearing Mustatil/Kila No.9// 12 (8-0), 18/1/1 (1-12), 23/2(0-7) situated in village Ahmedpur Tehsil & District Sonapat, Haryana. Mr. Rajender Mittal and Mrs. Geeta Mittal are the shareholders of K M Buildtech which is presently struck off from the records of Registrar of Companies (ROC).

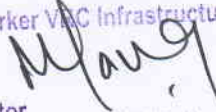
- (ii) K M Buildtech, Jai Krishan Hi-Tech and R.M Construction obtained License no. 292 of 2007 dated 31.12.2007 ("**License**") for construction, development and implementation of a group housing colony (hereinafter referred as the "**said Project**") over land admeasuring approximately 11.687 Acres being Mustail/ Kila No. 9// 1 (8-0), 10 (8-0), 11 (8-0), 20 (8-0), 10//5 (8-0), 6 (8-0), 15 (8-0), 16 (8-0), Kila No. 9// 12 (8-0), 10// 7 (8-0), 14 (Min. east) (6-10), 17 (Min. East) (4-0) and 24 (Min. East) (3-0), situated in Village Ahmedpur, Tehsil & District Sonipat (Haryana) ("**Licensed Land**").
- (iii) K M Buildtech, Jai Krishan Hi-Tech and R.M Construction entered into a memorandum of understanding with JV (i.e. Jai Krishan Artec-JV) for developing the Licensed Land into a group housing project.
- (iv) The First Party and Developer had entered into and executed a Collaboration Agreement dated 22.10.2012 (hereinafter referred as the "**First Collaboration Agreement**") for construction, development, and implementation of the said Project over the License Land as per terms of License and other Approvals.
- (v) In terms of the aforesaid First Collaboration Agreement, the Developer was solely responsible for carrying out construction, development and implementation of the said Project and to do any and all acts necessary for the same including but not limited to obtaining approvals/sanctions and renewals in respect of the said Project marketing, booking and sale of saleable areas in the said Project etc., at its own cost and expense, and to complete the development of the said Project within a period of 60 (Sixty) months from the date of sanction of building plans. The Developer was also responsible and liable for collecting of amounts from the allottees / buyers and depositing the same in escrow accounts in the manner as provided in the First Collaboration Agreement. The Developer has also made approximately 76 (Seventy Six) booking in the said Project and received certain amounts from the allottees in the Developer's account, details of which is attached hereto as **Schedule 1** ("**Existing Allottees**").

Geeta Mittal

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.


Authorised Signatory

For Jai Krishna Artec JV

Auth Signatory

- (vi) The Developer has represented that money collected by the Developer from Existing Allottees has been invested in the Project.
- (vii) The Developer has represented that as on date an amount of Rs.21,78,10,000/- (Rupees Twenty One Crore Seventy Eight Lakh Ten Thousand only) towards the External Development Charges (EDC) and an amount of Rs.3,80,00,000/- (Rupees Three Crore Eighty Lakh only) towards the Internal Development Charges has been deposited with DGTCP. The Developer has represented that as on the Effective Date no amount towards EDC and IDC is outstanding.
- (viii) As on date the following applications have been filed by the Developer in respect of the said Project, which are still pending before the DGTCP for clearance:
- Application dated 23.01.2017 for change of existing developer submitted to Directorate of Town & Country Planning, Haryana (DGTCP) under '*Policy parameters for allowing change in beneficial interest, viz., change in developer.*' The Developer has represented that it has paid an amount of Rs.22,91,130/- (Rupees Twenty Two Lakh Ninety One Thousand One Hundred and Thirty only) in respect of the same and has been following up with DGTCP for the same;
 - Application for registration of the said Project under Real Estate Authority, Panchkula, Haryana vide application dated 29.07.2017 by the Developer; and
 - An Application for registration of the said Project under RERA has also been filed by the JV vide application dated 28.07.2017.

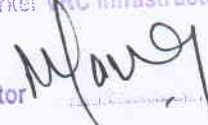
It is agreed between the Parties that the JV shall file an application for withdrawal of the said application dated 28.07.2017

- (ix) The Developer is desirous to continue with the construction, development and implementation of the said Project and the Parties have mutually agreed to continue with development of the said Project.
- (x) After mutual discussions and deliberations the Parties have renegotiated the terms of engagement and have agreed to execute this Agreement to record revised understanding between the Parties in respect of construction, development, implementation and completion of said Project, which shall supersede the arrangement contained under the First Collaboration Agreement.

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director

For Jai Krishan IM-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.


Authorized Signatory

For Jai Krishna Artech JV

Auth Signatory

II. DEFINITIONS

In this Agreement including the recitals above, annexure and schedules attached hereto, except where the context requires otherwise, the following words and expressions shall have the meaning set-out hereunder:

- (i) **"Agreement"** shall mean this Agreement, along with all its annexures and schedules hereto, as amended from time to time in accordance with the provisions hereof and the contracts, certificates and other documents executed and delivered pursuant thereto;
- (ii) **"Applicable Laws"** shall mean all applicable acts, laws, bye-laws, rules and regulations, treaties, statutes, notifications, policies, order of any Competent Authorities, ordinances, orders, protocols, codes, guidelines, notices, judgments, decrees, injunctions or other requirements or official directive of any Central/State Governmental or of any statutory authority in Haryana etc., in force and in effect as of the date hereof or which may be promulgated or brought into force and effect hereinafter including but not limited to RERA, Haryana Development and Regulation of Urban Areas Act, 1975 and rules made thereunder ('HDRUA'), the Haryana Apartment Ownership Act, 1983, Haryana Urban Planning and Development Act, municipal laws and/or any other law as may be in force and effect during the subsistence of this Agreement;
- (iii) **"Approval(s)"** means sanctions, authorizations, permissions, consents, no objection certificates, clearances, licenses, etc. and renewals thereof including without limitation building plans, zoning, layout plans, drawing and designs, environmental clearances, NOCs and other clearance, permissions and approvals from various Competent Authority (ies) including but not limited to permission for amenities like roads, water, electricity, telephone, wireless, cable, direct to home, conditional access system, clubs and sewerage connections, part occupation or completion certificate, and shall include any other permission, approval, clearance, sanction, permit etc. that may be required in compliance with any Applicable Laws, from time to time, for construction, Development, implementation and Completion of Project;
- (iv) **"Completion of Project"** shall mean completion of Development of the said Project, occupation certificate in respect of the entire Project having been granted / issued by DGTCP in accordance with the Applicable Laws and possession being offered to the allottees, and the term "Complete" wherever used shall be construed accordingly;

For JAI KRISHAN ARTEC-JV

Shetty

Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

Director

For R.M. Constructions (P) Ltd.

Shetty

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishna Artec JV

Auth Signatory

- (v) **"Contractors"** shall mean and include all persons, companies, partnership firms and or other entities carrying on any construction, Development and implementation work; vendor or suppliers of material, machine, equipment for the purpose of construction, development and implementation or any other work; labour or labour contractors, employees, consultants, service providers or any other person; appointed / engaged / employed and/or providing any service or doing any job;
- (vi) **"Competent Authorities"** shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, board, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government or any other sub-division thereof including but not limited to RERA authority and any other statutory/non-statutory authority having jurisdiction over any matter pertaining to construction, Development and implementation of the said Project.
- (vii) **"Development"** shall mean and include construction of the said Project comprising of high rise residential building(s), club, commercial area, low rise floors, villas etc., in accordance with the sanctioned plans, comprising of buildings/flats/apartments etc. along with basement and other areas (which can be developed free of FAR as per applicable building bye laws and other regulations), and common areas, facilities, amenities, services and infrastructure support infrastructure facilities like water, sewage, power, power back up, communication, entertainment support lines/cables, passages, parking spaces, internal and external services, amenities, utilities, and construction of any nature whatsoever, past, present and future to be carried out on the Licensed Land as per License, Approvals and Applicable Laws.
- (viii) **"Encumbrances"** means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lispendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to any immovable / movable property and/ or part thereof or any other kind of dispute/ litigation;
- (ix) **"EWS Apartments"** shall have the meaning as ascribed to it in Clause 4.5.3;

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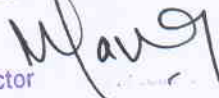
For JAI KRISHAN ARTEC-JV




Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director



Director

For Jai Krishna Hi-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director



For R.M. Constructions (P) Ltd.



For Jai Krishna Artec JV


Aurh Signatory

- (x) "Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 14;
- (xi) "First Party Share" shall have the meaning assigned in Clause 2.1;
- (xii) "Interest Free Adjustment Sum" shall mean an interest free lump sum amount of Rs.8,57,25,000/- (Rupees Eight Crore Fifty Seven Lakh Twenty Five Thousand only) which was payable by the First Party to the Developer under the First Collaboration Agreement as full and final sum;
- (xiii) "Project" shall have the meaning ascribed to it in Recital (ii) herein above;
- (xiv) "Receivables" shall include all proceeds, revenue received and receivable, of any nature whatsoever, from booking, sale, lease, transfer and usage of saleable area, car parking areas, commercial areas and all other areas, facilities, amenities etc., maintenance charges and other receivables in respect of the Project of any nature whatsoever excluding and limited to the following:
- Collections towards Goods and Service Tax (GST), EDC and IDC that are deposited with competent authority;
 - Collections from allottees towards stamp duty, registration fee, and other pass through charges and deposits {refundable or transferable in nature viz. Interest Free Maintenance Security Deposit (IFMSD)}; and
 - Collections from booking and allotment of EWS Apartments in the Project.
- (xv) "said License" shall have the meaning ascribed to it in Recital (ii) of this Agreement;
- (xvi) "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 along with Haryana Real Estate (Regulation and Development) Rules and Regulations (2017) and other rules and regulations framed thereunder; and
- (xvii) "Tax" means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes, goods

For JAI KRISHAN ARTEC-JV

R. Dittig

Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For R.M. Constructions (P) Ltd.

[Signature]

For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishna Artec JV

Auth Signatory

and service tax), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, by Competent Authority, and in respect of any person and all penalties, charges, costs and interest relating thereto.

III. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- (i) Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- (ii) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (iii) Words importing the singular shall include plural and vice versa;
- (iv) Reference to recitals, clauses, schedules and annexure(s) are to Recitals, Clauses, Schedules and Annexure(s) of this Agreement;
- (v) All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
- (vi) Any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement;
- (vii) The words "include" and "including" are to be construed without limitation;
- (viii) The term 'person' includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in this Agreement shall, where the context permits, include such person's executors, administrators, legal representatives and permitted successors and assigns;
- (ix) A reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (x) References to writing include any mode of reproducing words in a legible and non-transitory form.

For JAI KRISHAN ARTEC-JV

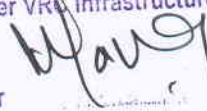


Authorised Signatory



For Parker VRC Infrastructure Pvt. Ltd.

Director



Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd



Director

For R.M. Constructions (P) Ltd.



For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director



For Jai Krishna Artech JV



Auth Signatory

NOW, THEREFORE, FOR THE GOOD AND VALUABLE CONSIDERATION SETFORTH HEREIN, THE PARTIES HERETO AGREE, DECLARE AND COVENANT AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. ARRANGEMENT BETWEEN PARTIES

1.1 In consideration of the First Party Share payable by the Developer to the First Party as per the terms of this Agreement, the First Party hereby authorizes and grants rights to the Developer to undertake the Development, construction and implementation of the said Project on the Licensed Land subject to the terms of this Agreement, and the Developer hereby accepts the grant of rights and interest as aforesaid in respect of the said Project.

2. CONSIDERATION

2.1 In consideration of the grant of development rights to the Developer under this Agreement, the Developer shall pay to the First Party and the First Party shall be entitled to receive 25% (Twenty Five percent) of the total Receivables in respect of the Project ("**First Party Share**").

2.2 However, if the sale price of the saleable area in the Project is less than Rs.2,000/- (Rupees Two Thousand Only) per square feet of saleable area in the Project (under the construction linked plan) and the First Party opt for Option 1 for all tranches as detailed below, then the Developer has assured to pay the First Party, towards the First Party's Share a fixed sum equivalent to Rs.56,00,00,000/- (Rupees Fifty Six Crore only) being calculated @ Rs.2,000/- (Rupees Two Thousand Only) per square feet of saleable area of approximately 3,19,640 (Three Lakh Nineteen Thousand Six Hundred and Forty only) square feet of super area.

2.3 It is agreed by the Developer that time is the essence of this Agreement and the Fixed Amount (*defined herein below*) payable to the First Party is irrespective of the progress in Development, booking and sales effected in the said Project. The amount of Rs.56,00,00,000/- (Rupees Fifty Six Crore) ("**Fixed Amount**") shall be payable by the Developer to the First Party in the manner set out herein under:

Quadia

For JAI KRISHAN ARTEC-JV

Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For R.M. Constructions (P) Ltd.

For Jai Krishna Artech JV

Auth Signatory

Tranche	Tranche Due Date	Fixed Amount (Rs.)	Which ever is Higher	
			Reserved First Party Share Area corresponding to each Tranche	Percentage of Saleable Area Project
1	On or before 31.03.2021	Rs.7,00,00,000/- (Rupees Seven Crore) ("Tranche 1 Amount")	39,955 square feet ("Tranche 1 Area")	Equivalent to 3.125 % of total saleable area in the said Project.
2	On or before 31.03.2022	Rs.7,00,00,000/- (Rupees Seven Crore) ("Tranche 2 Amount")	39,955 square feet ("Tranche 2 Area")	Equivalent to 3.125 % of total saleable area in the said Project.
3	On or before 31.03.2023	Rs.7,00,00,000/- (Rupees Seven Crore) ("Tranche 3 Amount")	39,955 square feet ("Tranche 3 Area")	Equivalent to 3.125 % of total saleable area in the said Project.
4	On or before 31.03.2024	Rs.7,00,00,000/- (Rupees Seven Crore) ("Tranche 4 Amount")	39,955 square feet ("Tranche 4 Area")	Equivalent to 3.125 % of total saleable area in the said Project.
5	On or before 31.03.2025	Rs.28,00,00,000/- (Rupees Twenty Eight Crore) ("Tranche 5 Amount") after adjusting the Interest Free Adjustment Sum which adjustment will be only to the extent and subject to and as per Clause 2.8 or 3.4.	1,59,820 square feet ("Tranche 5 Area")	Equivalent to 12.5 % of total saleable area in the said Project.
TOTAL		Rs. 56,00,00,000/- (Rupees Fifty Six Crores)	3,19,640 square feet (Reserved First Party Share Area)	25% of total saleable area in the said Project.

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For JAI KRISHAN ARTEC-JV

[Signature]
Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.

[Signature]
Director Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

[Signature]
Mg. Director/Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artech JV

[Signature]
Auth Signatory

- 2.4 The Developer has handed over to the First Party the cheques as mentioned in **Schedule 2** ("**PDC Cheques**") to secure the Fixed Amount payable by the Developer to the First Party Shares under various Tranches which are en-cashable by the First Party in terms of Clause 2.3 above.
- 2.5 The Developer also agrees that 25% (Twenty Five Percent) of the total saleable area in the Project admeasuring approximately 3,19,640 (Three Lakh Nineteen Thousand Six Hundred and Forty only) square feet of super area in the Project as detailed in **Annexure 1** and demarcated and depicted in Red colour in the **Annexure 2** attached herewith ("**Reserved First Party Share Area**") including area in (i) tower, (ii) villaś, (iii) low rise building, (iv) commercial, (v) parking area, (vi) and other areas in the Project, as bifurcated and designated as Tranche 1 Area, Tranche 2 Area, Tranche 3 Area, Tranche 4 Area and Tranche 5 Areas per Clause 2.3 above, has been allocated in favour of the First Party. The Developer agrees and undertakes not to book, allot, sell, transfer or create any third party right, in any manner, on the Reserved First Party Share Area or any part thereof. The treatment, allotment, booking, sale, transfer etc. of the Reserved First Party Share Area shall be as per terms agreed herein below.
- 2.6 At-least 60 (Sixty) working days before Due Date of each Tranche (i.e. Tranche 1, Tranche 2, Tranche 3, Tranche 4 and Tranche 5 respectively as set out in Clause 2.3), the Developer shall share with the First Party a written plan providing the First Party details with respect to the then prevailing market rate of flat / saleable area in high rise buildings, low rise houses, commercial, villa and other components in the said Project (which have been launched and are under booking/sale) as required by the First Party, along with cost of brokerage / commission with supporting documents along with tentative timelines of completion of construction of such area ("**Rate Plan**") for the following:
- 2.6.1 Down payment plan;
 - 2.6.2 Construction linked plan; and
 - 2.6.3 Time linked plan.

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For JAI KRISHAN ARTEC-JV


Authorized Signatory

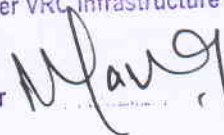
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.




For Parker VRC Infrastructure Pvt. Ltd.

Director  Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

It is clarified that in the event the Developer delays in submitting the Rate Plan under Clause 2.6, then in such an event the notice period of 45 (forty five) working days under Clause 2.7 below for the First Party to notify its options under this Clause shall stand reduced by a period equivalent to the period of delay by the Developer in submitting the Rate Plan. It is clarified that in the event the Developer fails to provide the Rate Plan on or before 15 (Fifteen) working days prior to each Tranche Due Date, then without prejudice to its other rights under this Agreement, the First Party shall be entitled to en-cash the PDC Cheques. Notwithstanding the encashment of the PDC Cheques, the First Party shall be entitled to exercise the options under this Clause 2.7 as and when the Developer provides the Rate Plan. The Developer fulfils its obligations under the Option opted by the First Party, then if required an amount equivalent to the PDC Cheques / Guarantee Cheques en-cashed by the First Party under this Clause will be adjustable against the payments receivable under the option exercised by the First Party.

2.7 On or before 45 (Forty Five) working days prior to each Tranche Due Date (i.e. Tranche 1, Tranche 2, Tranche 3, Tranche 4 and Tranche 5 respectively as set out in Clause 2.3), the First Party shall, at its sole discretion, be entitled to exercise any of the following options. It is clarified that intimation by either Party under this Clause shall be deemed to be completed if a notice / communication has been sent and received as per Clause 12.1 (Notice).

2.7.1 **Option 1:** To call for and instruct the Developer to make payment of the Fixed Tranche Amount corresponding to the respective Tranche in question by the corresponding Tranche Due Date.

(i) In the event the First Party exercises Option 1 against any particular Tranche, then the Developer shall be responsible and liable to make payment Fixed Tranche Amount corresponding to such Tranche (i.e., Tranche 1 Amount, Tranche 2 Amount, Tranche 3 Amount, Tranche 4 Amount or Tranche 5 Amount, as the case may be), at-least 7 (Seven) days prior to the corresponding Tranche Due Date, failing which the First Party shall be entitled to deposit the respective PDC Cheque for encashment.

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For JAI KRISHAN ARTEC-JV

[Signature]
 Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

[Signature]
 Director Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
 Director

For VRC Constructions (India) Pvt. Ltd.

[Signature]
 Mg. Director/Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artech JV

[Signature]
 Auth Signatory

- (ii) After receipt of payment by the First Party against the particular Tranche, the reserved area corresponding to such Tranche (i.e. Tranche 1 Area, Tranche 2 Area, Tranche 3 Area, Tranche 4 Area or Tranche 5 Area, as the case may be) shall be deemed to be released and the First Party shall return the cheque corresponding to such Tranche. It is clarified that the reserved area to be released / surrendered shall be as mutually agreed between the Parties. It is further clarified that that under Option 1 the First Party shall not be liable for payment of any EDC / IDC, GST or any other payment, on any account whatsoever, to the Developer.
- (iii) In the event the Developer fails to make payment of the Fixed Tranche Amount or part thereof on the corresponding due date, the First Party shall be entitled to en-cash the Guarantee Cheque lying with / handed over to the First Party in terms of Clause 2.12 without any requirement to inform / notify the Developer / Confirming Party.
- (iv) In case the said Guarantee Cheque is not encashed/honoured for any reason whatsoever, then without prejudice to other rights of the First Party under this Agreement or under law, then in such an event and if required and opted by the First Party, the First Party shall have the irrevocable right to sell, book, allot, transfer or create any third party right, in any manner on the allocated area or any part thereof and collect payment / consideration from the buyers / allottees or if required and opted by the First Party, the Developer shall allot such un-booked / unsold area to the First Party / its nominees on an all inclusive and fully paid up basis including GST, EDC and IDC charged from other allottees in the Project. The Developer shall be responsible and liable to execute and register requisite documents including but not limited to allotment letter, agreement for sale etc., for allotment of reserved area / giving right to sell in favour of the First Party in respect of reserved area corresponding to such Tranche.

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For JAI KRISHAN ARTEC-JV

[Signature]

[Signature]
Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]

Director

For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

[Signature]

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artech JV

[Signature]

Auth Signatory

The Developer further agrees that in the event of booking / allotment / sale by the First Party under this clause is at a price which is less than the rate i.e Rs.2000/- per square feet ("**Minimum Rate**"), then the Developer shall be responsible and liable to compensate the First Party for such deficit as per mutual arrangement with the First Party.

2.7.2 **Option 2:** To call and instruct the Developer to allot the Reserved First Party Share Area corresponding to such Tranche.

- (i) In the event the First Party exercise Option 2 against any Tranche, then notwithstanding any thing contained in Clause 2.2 above, the Developer shall be responsible and liable to execute and register requisite documents including but not limited to agreement for sale etc., for allotment of allocated area / giving right to sell in respect of area corresponding to such Tranche (i.e. Tranche 1 Area, Tranche 2 Area, Tranche 3 Area, Tranche 4 Area or Tranche 5 Area as the case may be depending on the tranche for which the option is exercised) in favour of the First Party / its nominee at-least 7 (Seven) days prior to the corresponding Tranche Due Date on an all inclusive and fully paid up basis and without requirement to pay any additional amounts / sums, save and except GST, EDC and IDC at rates similar to those charged from other allottees in the Project. However, it is clarified that the payment of GST, EDC and IDC to the Developer will be made with in 60 (sixty) days of allotment irrespective of receipt of GST, EDC and IDC from the subsequent allottees / transferees to whom the First Party sells / transfers the allotted area.
- (ii) The First Party shall have the irrevocable right to sell, book, allot, transfer or create any third party right, in any manner, on the allocated area or any part thereof and collect all payment / consideration, GST, EDC& IDC, charges, deposits etc. from the buyers / allottees.
- (ii) The Developer shall ensure that in the event booking is on down payment plan and any money is collected by the Developer from the nominees of the First Party, then the Developer shall transfer such amounts to the First Party either from Project's RERA account, if permissible, or else from its own resources, within 7 (seven) working days from the date of booking, failing which the First Party

Guarantee

For JAI KRISHAN ARTEC-JV

[Signature]

[Signature]
Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]

Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For R.M. Constructions (P) Ltd.

[Signature]

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

[Signature]

For Jai Krishna Artech JV

[Signature]

Auth. Signatory

shall, notwithstanding anything contrary contained herein, be entitled to encash the PDC cheque / Guarantee Cheque. The Developer shall be liable to pay balance payment along with interest @ 18% (eighteen) Percent per annum on the due amount within a period of next 90 (Ninety) days.

In case booking / sale of area is on Construction Linked Plan or Time Linked Plan, the Developer shall release/pay to the First Party either from Project's RERA account, if permissible, or else from its own resources within 2 (two) days from the Developer receiving the payment from allottee /buyers of area falling in Reserved First Party Share Area failing which the Developer shall be liable to pay interest @ 18% (eighteen) Percent per annum on the due amount for the period of delay.

- (iii) Upon allotment of area in favour of the First Party / its nominees, the First Party will return the cheque corresponding to such Tranche of Developer and Confirming Party within 10 (ten) working days. However, in the event the allotment of area in favour of the First Party / its nominee is not made within 30 (thirty) days from the date the First Party exercises this option, then the First Party shall be entitled to en-cash the cheques corresponding to such Tranche.

Without prejudice to the right of the First Party to encash the cheque under this Clause, the Developer shall continue to be responsible and liable to allot area corresponding to such Tranche in favour of the First Party / its nominees and execute and register requisite documents including but not limited to agreement for sale etc., in favour of the First Party / its nominee. However, after allotment of the area in favour of the First Party / its nominee the amount equivalent to the cheque en-cashed by the First Party under this Clause will be returned to the Developer within 30 (thirty) days from the date of allotment of the area corresponding to such tranche in favour of the First Party / its nominee.

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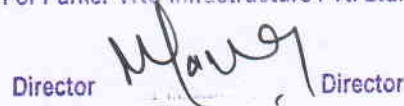
For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Jai Krishan HI-Tech Infrastructure Pvt Ltd


Director

For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.



For Jai Krishna Artech JV

Auth Signatory

2.7.3 **Option 3:** To allow booking / sale of the Reserved First Party Share Area corresponding to such Tranche by the Developer ("**Released Area**") and instruct the Developer to make the payment in lieu of the same.

In the event the First Party exercises Option 3 against any Tranche, then notwithstanding any thing contained in Clause 2.2 above, the Developer shall ensure that:

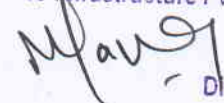
- (i) All bookings / sale made on down payment plan shall be made in equal proportion for area falling to Reserved First Party Share Area and Developer's allocation as the case may be. The Developer shall ensure that after every 1 (one) booking / allotment out of Developers Share on down payment plan, the next 1 (one) booking / allotment shall be made from Reserved First Party Share Area, on equitable basis, before proceeding with next booking and this process shall continue till entire Reserved First Party Share corresponding to such Tranche (for which this Option 3 is exercised) is booked and allotted. All money received against bookings / sale of such Reserved First Party Share Area shall be transferred by the Developer to the First Party either from Project's RERA account, if permissible, or from its own resources within 7 (seven) working days from the date of booking, failing which the First Party shall, notwithstanding anything contrary contained herein, be entitled to encash the PDC cheque / Guarantee Cheque. The Developer shall be liable to pay balance payment along with interest @ 18% (eighteen) Percent per annum on the due amount within a period of next 90 (Ninety) days;
- (ii) All booking/ sale made on Construction Linked Plan or Time Linked Plan shall be made in equal proportion for area falling to Developers allocation and Reserved First Party Share Area as the case may be. The Developer shall ensure that after every 1 (one) booking / allotment out of Developers Share on Construction Linked Plan or Time Linked Plan, the next 1 (one) booking / allotment shall be made from Reserved First Party Share Area, on equitable basis before proceeding with next booking and this process shall continue till entire Reserved First Party Share corresponding to such Tranche (for which this Option 3 is exercised) is booked and allotted;

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For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director

For Jai Krishan IM-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.



For Jai Krishna Artec JV


Auth Signatory

In case of booking / sale of area is on Construction Linked Plan or Time Linked Plan, the Developer shall release/pay to the First Party either from Project's RERA account, if permissible, or else from its own resources within 2 (two) days from the Developer receiving the payment from allottee /buyers of area falling in Reserved First Party Share Area failing which the Developer shall be liable to pay interest @ 18% (eighteen) Percent per annum on the due amount for the period of delay;

The Developer shall be responsible and liable to collect GST, EDC and IDC from the allottees / buyers and deposit the same to the competent authorities as per Applicable Laws without any liability on the First Party;

(iii) In case the allottee/ buyer of Reserved First Party Share Area fails to make payment to the Developer as per payment plan opted by it, then all interest, penalty, forfeiture etc. if received by the Developer from such allottee / buyer shall be immediately passed on to the First Party by the Developer. However, it is clarified that the Developer shall not grant / agree to any waiver of any interest, penalty, forfeiture etc., without prior consent of the First Party with respect to allotted First Party share;

(iv) In the event any area falling in Reserved First Party Share Area is not booked /sold by the Developer during a period of 6 (Six) months from the date of exercise of this Option by the First Party, then in such an event and if required and opted by the First Party, such un-booked / unsold area shall be allotted by the Developer to the First Party / it nominees on an all inclusive and fully paid up basis and without requirement to pay any additional amounts / sums save and except GST, EDC and IDC at rates similar to those charged from other allottees in the Project. However, it is clarified that the payment of GST, EDC and IDC to the Developer will be made with in 60 (sixty) days irrespective of receipt of GST, EDC and IDC from the subsequent allottees / transferees to whom the First Party sells / transfers the allotted area;

Quadia

For JAI KRISHAN ARTEC-JV

Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For Jai Krishan HI-Tech Infrastructure Pvt Ltd

Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For R.M. Constructions (P) Ltd.

For Jai Krishna Artec JV
Auth Signatory

The First Party shall also have the irrevocable right to sell, book, allot, transfer or create any third party right, in any manner for such allocated area or any part thereof and collect all payment / consideration from the buyers / allottees, GST, EDC & IDC, charges, deposits etc.;

- (v) The release of area by the First Party shall be proportionate to the Tranche 1 Amount, Tranche 2 Amount, Tranche 3 Amount, Tranche 4 Amount or Tranche 5 Amount, as the case may be, paid to the First Party;
- (vi) In case the Developer fails to make the payment to the First Party in the manner set out above within 7 (seven) days from the due date and the PDC Cheque is not en-cashed by the due date, then the First Party shall be entitled to en-cash the Guarantee Cheque handed over to the First Party under Clause 2.12 for recovering the unpaid amount. The Parties agree that for recovering the due amounts Cheque equivalent to the nearest value of due amount will be presented for en-cashment;
- (vii) The Developer agrees that upon exercise of Option 3 by the First Party, the First Party / its nominees shall not be liable to pay any amounts to the Developer for marketing, promotion, advertisement, sale and first transfer etc., save and except brokerage (as mutually agreed between the Parties based on brokerage payable for other areas of similar location and specification in the said Project);
- (viii) The Developer agrees that upon exercise of Option 3 by the First Party, the rate ("**Option 3 Rate**") at which the First Party agrees or notifies the booking/ sale on any plan i.e. down payment plan/construction linked plan/ time linked of the area in Reserved First Party Share Area to the Developer, the Developer shall under no circumstances book/ sell such area below the Option 3 Rate without prior written confirmation of the First Party;

It is further clarified that if at the time of booking/ sale, the prevailing market rate is more than the Option 3 Rate, the Developer shall book/ sale the area in Reserved First Party Share Area at such prevailing market rate with prior intimation to the First Party.

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For JAI KRISHAN ARTEC-JV

[Signature]

Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt.Ltd.

[Signature]

Director

For R.M. Constructions (P) Ltd.

[Signature]

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]

Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

[Signature]

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For Jai Krishna Artec JV

[Signature]

Auth Signatory

- 2.8 The Developer agrees that unless otherwise required by the First Party, at the time of handover of possession of area in favour of the First Party / its nominee as per terms of this Agreement, the Developer shall complete all related facilities, amenities, common areas in the said Project required for full use / enjoyment of the area allotted in favour of the First Party / its nominee. The Parties agree that in the event the Developer is unable to handover possession of area allotted to the First Party within the time period as agreed by the First Party at the time of allotment of area, then the First Party shall be entitled to adjust / deduct the value of allotted area at Option 3 Rate from the Advance Deposit. The Developer and Confirming Party shall be liable to replace the cheque, if any, encashed by the First Party for such adjustment / deduction. After such adjustment / deduction and replacement of requisite cheque, the allotted area against which such adjustment / deduction has been made by the First Party shall be released.
- 2.9 The Developer agrees that first transfer of saleable area forming part of the Reserved First Party Share Area by the First Party and/or its nominee to any third party / allottee / buyer shall be free of any transfer / administrative charge, by whatever name called.
- 2.10 Notwithstanding anything contrary contained herein, in the event the First Party do not send a letter / e-mail prior to Due Date for any Tranche, then it shall be deemed that the First Party have exercised Option 1 for such Tranche, and the Developer shall make arrangements for payment of Fixed Amount corresponding to such Tranche in terms of Option 1.
- 2.11 The communication by the First Party to the Developer regarding the Option to be exercised by the First Party shall be final and binding on the First Party and the Developer. The decision cannot be revoked or cancelled and Developer shall perform its obligations in respect of the Option exercised by the First Party.
- 2.12 At the request of the Developer, the Confirming Party has, without any force or undue influence and of its/their own free will, agreed to stand surety and guarantee for due repayment / payment of First Party Share by the Developer under this Agreement including Fixed Amount and interest on delayed payments. The Confirming Party has handed over to the First Party the cheques as mentioned in **Schedule 3 ("Guarantee Cheques")** to secure and guarantee payment of the Fixed Amount payable to the First Party Share under the various Tranches which are en-cashable by the First Party in terms of Clause 2.7 above. In case the Developer fails to make the payment to the First Party in the manner set out above in

Guarantee

For JAI KRISHAN ARTEC-JV

[Signature]
 Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

For R.M. Constructions (P) L Director

[Signature]

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]
 Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishna Artech JV

Auth. Signatory

Clause 2.7 within 7 (seven) days from the due date and the PDC cheque is not en-cashed by the Due Date, the then the First Party shall be entitled to en-cash the Guarantee Cheque handed over to the First Party for recovering the unpaid amount. The Parties agree that for recovering the due amounts Cheque equivalent to the nearest value of due amount will be presented for en-cashment. The Confirming Party has assured not make stop payment of any Guarantee Cheque for any reason whatsoever.

2.13 It is agreed that liability of Confirming Party arises only in case of default by Developer and once the Developer has discharged its obligations under this Agreement without any breach, then the Confirming Party shall stand discharged of its obligations herein, and First Party shall have no rights towards the Guarantee Cheques.

2.14 The Parties agree that the calculation of First Party Share has been arrived at keeping in view the current total saleable area of the said Project is 12,78,547 (Twelve Lakh Seventy Eight Five Hundred and Forty Seven) square feet of super area, and therefore in the event of Additional Saleable Area / additional FSI is permissible in respect of the said Project at any time in future, then the First Party shall be entitled to and the Developer shall pay to the First Party an additional amount equivalent to 25% of all Receivables with respect to Additional Saleable Area / additional FSI. It is clarified that this share of First Party shall be over and above the First Party Share (set out in Clause 2.1 above) which has been arrived at basis the current permissible saleable area of the Project. It is clarified after payment of Fixed Amount or allotment of reserved share as per option of the First Party, the First Party shall be left with no right, title and interest in subject Land, said project and future saleable area etc. except Additional Saleable Area.

2.15 The Parties agree that the formulae / method for calculating the saleable area in the Project shall be uniform and the efficiency of area allocated for units falling to Reserve Area First Party Share shall be same as the efficiency of the units falling to the Developer's allocation.

2.16 Mr. Rajender Mittal and Mrs. Geeta Mittal confirm that an application for revival of K M Buildtech in records of ROC is pending before the High Court of Delhi at New Delhi, and immediately upon revival of the K M Buildtech, they will cause K M Buildtech to ratify this Agreement and sign this Agreement.

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.

Director  Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

However, in the event K M Buildtech is not revived by 31.05.2019, then the Tranche Due Dates shall stand extended equivalent to the period of delay in revival of K M Buildtech beyond 31.05.2019, and in such an event the Developer and Confirming Party shall issue fresh PDC Cheques and Guarantee Cheques for the revised Tranche Due Dates.

3. EDC & IDC, Bank Guarantee and Security Deposit

- 3.1 The Developer agrees and confirms that any and all amounts towards EDC and IDC (including principal EDC and IDC, enhanced EDC and IDC, interest, penal interest, penalty, etc.) and internal development works, in respect of the said Project; compounding amount / fees, fee and charges for renewal of license and other Approvals, bank guarantees etc. and all other amounts, dues, Tax, fees, charges, cost, expenses, etc., of any nature whatsoever payable to any Competent Authority in respect of the said Project; whether imposed / levied prospectively or retrospectively shall be borne and paid by the Developer without any liability on the First Party.
- 3.2 Within a period of 90 (ninety) days from the date of this Agreement, the Developer shall replace the (i) Bank Guarantee bearing No. 00760002312 for Rs.1,12,46,000/- (One Crore Twelve Lakh and Forty Six Thousand only), and (ii) Bank Guarantee bearing No.00760002807 for an amount of Rs.84,22,000/- (Rupees Eighty Four Lakh and Twenty Two Thousand only) submitted with Director Town and Country Planning Department, Haryana in respect of the Project ("Bank Guarantees") with fresh bank guarantees prepared by the Developer in its own name and at its own cost and expense. In the event the Developer fails to replace the Bank Guarantees within the above mentioned 90 (ninety) days period then the Developer shall be liable to pay to the First Party an amount equivalent to 15% (fifteen percent) per annum on Rs.1,96,68,000/- (Rupees One Crore Ninety Six Lakh and Sixty Eight Thousand only). The First Party shall refund the amounts paid by the Developer towards margin money of the said Bank Guarantees within a period of 60 (sixty) days from the date of replacement of the said Bank Guarantees by the Developer, failing which Developer shall be liable to pay to the First Party an amount equivalent to 15% (fifteen percent) per annum for the period of delay in refund of such amount.

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For JAI KRISHAN ARTEC-JV

 
Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.

Director  Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV

Auth. Signatory

- 3.3 In the event any other bank guarantee is required to be submitted to DGTCP or other Competent Authorities in respect of the Project under any Applicable Law or policy, direction, notification, circular, order etc., of any Competent Authority, then the Developer shall be responsible and liable for submitting the same to the Competent Authorities, within the stipulated time at its own costs and expenses.
- 3.4 The Parties have agreed that the Interest Free Adjustment Sum of Rs.8,57,25,000/- (Rupees Eight Crore Fifty Seven Lakh and Twenty Five Thousand only) shall be treated as advance security deposit ("**Advance Deposit**") from the Developer to the First Party and held by First Party for due performance of Developer's obligations in respect of the Development and the covenants herein. In the event, the Developer is unable to make payment of any amounts which are due / payable by the Developer to the First Party under / pursuant to this Agreement, then the First Party shall be entitled to adjust / deduct such amounts from the Interest Free Adjustment Sum at its sole option. In the event of adjustment by First Party, the deduction and adjustment of Interest Free Adjustment Sum or part thereof from the Tranche 5 Amount shall be done accordingly at the time of payment of the Tranche 5 Amount subject to terms herein and after the Developer and First Party have jointly reconciled the accounts and calculated the total dues of Developer to the First Party.
- 3.5 The Developer has agreed that no amount / payment, of any nature whatsoever, is payable by the First Party to the Developer under the First Collaboration Agreement including without limitation interest, penalty etc. The Developer agrees that adjustment of the Interest Free Adjustment Sum of Rs.8,57,25,000/- (Rupees Eight Crore Fifty Seven Lakh and Twenty Five Thousand only) from the amounts payable by the Developer to the First Party shall be made in terms of this Agreement. The Developer undertakes not to make/raise any claim, demand etc., against or from the First Party under the First Collaboration Agreement or any other documents executed between the Developer and the First Party. The First Party also agrees that it has been left with no claim against Developer qua First Collaboration Agreement. However any and all claims of any third party, allottees, competent authority, etc. under the First Collaboration Agreement including those set out in Clause 4.5 herein shall be handled, settled and paid off by the Developer from its share, without any liability on the First Party.

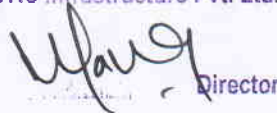
Quadrant

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director


Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director



For R.M. Constructions (P) Ltd.



For Jai Krishan Artech JV

Auth Signatory



4. DEVELOPERS OBLIGATIONS

- 4.1 The Developer shall be obligated to carry out the construction, Development and implementation of the said Project on the Licensed Land (including Additional Saleable Area, if any) as per Approvals and Applicable Laws, and achieve Completion of Project within a period of 6 (six) years and 6 (six) months from the date of this Agreement ("**Completion Period**") in the manner and as per timelines set out in **Schedule 4** attached hereto.
- 4.2 The entire cost of construction, Development, implementation and Completion of Project, including but not limited to (i) cost of construction material, equipment's etc. used for Development of the said Project, (ii) statutory fees, dues, Taxes, labour cess etc., amounts payable to workmen, employees etc., amounts / remuneration / compensation payable to the Contractors, staffs and workmen, (iii) all charges, fees, costs and expenses towards necessary Approvals and sanctions and their renewals to be obtained in respect of the said Project and Licensed Land from Competent Authorities and other common cost and expenses to be incurred for the Project, (iv) security deposits, bank guarantees etc., to be provided with respect of the said Project, (v) and all other costs and expenses related with the Development and Completion of Project, shall be borne and paid solely by the Developer, without any liability on the First Party.
- 4.3 The Developer shall ensure that all requisite permissions and Approvals required for undertaking construction, Development, implementation and Completion of the Project are valid and subsisting at all times till Completion of Project is achieved. The Developer shall prepare, file, pursue and obtain all requisite Approvals and their renewals relating to the said Project, at its own cost and expense, and First Party shall provide requisite co-operation and assistance for obtaining such Approvals and renewals, without any liability of any nature whatsoever. In the event any document / paper is required / demanded by the Competent Authorities from / signed by the First Party for enabling the Developer to obtain permissions and Approvals related to the Development of the said Project such as obtaining temporary/permanent electric connection from Electricity Authority/ Board, Water Connection etc., the First Party shall provide the same within a reasonable time period of 14 (Fourteen) working days.

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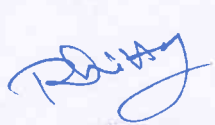

For JAI KRISHAN ARTEC-JV

 
Authorised Signatory

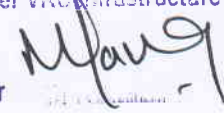
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.

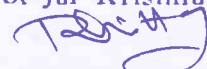
For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artech JV


Auth Signatory

4.4 The Developer shall be entitled to appoint / engage, at its sole discretion and at its own cost and expense, the Contractors for construction, Development, implementation and Completion of Project, and shall be solely responsible and liable for payments to such Contractors and for wages, salary, fees, cess and other dues whatsoever owed to employees / labour engaged and / or employed by the Developer. The Developer shall be responsible for (i) providing safety and necessary facilities to its employees, labour and liable for all consequences including cost and other liabilities for any injury to any Contractor, workers / other Person at site; and (ii) observance and compliance of all laws, rules and regulations governing employment / appointment of such Contractor, labour, workmen, personnel etc., including Provident fund, ESI, etc.

4.5 Notwithstanding any thing contrary contained herein the Developer shall be solely responsible and liable for:

4.5.1 Complying with the provision of Approvals and Applicable Laws including RERA, HRUDA, byelaws, regulations, conditions of the Competent Authorities as may be applicable from time to time in respect of construction, Development, implementation and Completion of Project;

4.5.2 Settlement and payment of all liabilities of any nature whatsoever, to the allottees, buyers, occupants, vendors, suppliers, third parties and Competent Authorities, whether prospectively or retrospectively, for reasons arising out of or in respect of (i) construction, Development, implementation and Completion of Project, both under the First Collaboration Agreement and this Agreement, including but not limited to any delay in completion of Development of the Project, defect liability obligations, failure to deposit amounts in the project designated account / escrow account, (ii) non-utilization of the amounts collected from the Existing Allottees/ buyers including amounts lying in the said Project's escrow accounts, (iii) and/or breach of its obligations by the Developer under RERA and other Applicable Laws;

4.5.3 Constructing EWS apartments/ units/ spaces in the Project as per the said License which currently comprised of 137 units admeasuring as per existing sanctioned layout plan of the Project ("**EWS Apartments**") including settlement and payment of all liabilities related thereto, with respect to development and allotment of EWS

Guarantee

For JAI KRISHAN ARTEC-JV


Authorized Signatory

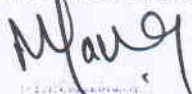
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

apartments/ units/ spaces in the Project levied / leviable by the Competent Authorities/ third parties, etc.whether prospectively or retrospectively;

- 4.5.4 Complying with the terms of said License, bilateral agreements and other documents, agreements etc., executed / issued by Competent Authorities in respect of the Project including but not limited to settlement and payment of any and all liabilities related thereto (whether prospectively or retrospectively)which may be levied or imposed by the Competent Authority related to any non compliance of the same;
- 4.5.5 Payment of all Taxes and statutory charges including but not limited GST, Service Tax, Value Added Tax (VAT), works contract tax (WCT), rates, taxes, cesses, levies etc., whether levied or leviable, now or in future, in respect of the said Project within timelines prescribed as per the Applicable Laws and it shall obtain and maintain records of all the receipts in respect of the same;
- 4.5.6 Saving harmless and keeping indemnified the First Party, its officers, employees, agents and directors etc., from and against all Losses, caused to or suffered by or incurred by the First Party, its officers, employees, agents or directors etc. due to or arising out of or in relation to construction, Development, implementation and Completion of Project including but not limited to any liability / loss suffered by the First Party due to or arising out of non fulfillment of the terms of the said License, bilateral agreements and other documents, agreements etc., executed / issued by the Competent Authorities, allottees, buyers, occupants, vendors, suppliers and/or third parties.

4.6 Consequence of Delay in Development:

- 4.6.1 The Developer agrees that time is the essence of this Agreement, therefore in the event the Developer is unable to achieve Completion of Project within the Completion Period, then the Developer shall be responsible and liable:to bear and pay (i) all interest, cost, expenses, penalty etc., required for renewal / extension of License,sanctioned plans and other permissions and Approvals, and (ii) settle and payoff all claims, demands, compensation, interest, penalties, liabilities, dues, charges, etc., of any nature whatsoever, to the allottees, buyers, occupants, vendors, suppliers and third parties, Competent Authorities,

Guard

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Jai Krishan HJ-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd. Director


Director

For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

25

For Jai Krishna Artech JV


Auth Signatory

4.7 Additional FSI:

4.7.1 In the event any increase / enhancement of FSI / FAR of the said Project, beyond the current saleable area of 12,78,547 (Twelve Lakh Seventy Eight Five Hundred and Forty Seven) square feet of super area in respect of the Project, including on account of conversion / transfer / migration of any part of the Licensed Land, change of use of such part from residential group housing to affordable plotted housing under any policy / scheme of Competent Authorities, Green Building Code in India etc. ("**Additional Saleable Area**") is permissible at any time hereinafter, the First Party may permit the Developer for availing such Additional Saleable Area subject to such terms and conditions as may be mutually agreed between the Parties.

4.7.2 After receiving written consent of First Party in this regard, the Developer shall make requisite applications and pursue the same with the Competent Authorities for obtaining such Additional Saleable Area / additional FSI.

4.7.3 The First Party and the Developer shall share all fees, costs and expenses in the proportion of 25:75 respectively, for applying for and obtaining approval for sanction of Additional Saleable Area / additional FSI. The Developer agrees that all fees, costs and expenses for obtaining Additional Saleable Area / additional FSI as mutually agreed by the First Party and the Developer, will be paid by the Developer to the Competent Authorities. However, the share of First Party which shall be only limited to fees, costs and expenses for obtaining the approval from Competent Authority for construction of additional FSI will be adjusted from Tranche 5 Amount and no interest shall be payable by the First Party. The Developer shall develop the Additional Saleable Area / additional FSI on the Licensed Land, at its own cost and expense, subject to and as per Approvals and Applicable Laws and on the same terms and conditions contained in this Agreement unless agreed otherwise by the Parties in writing.

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For JAI KRISHAN ARTEC-JV


Authorized Signatory

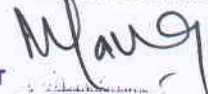
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV 26


Auth Signatory

4.8 Addition of name of Parker VRC Infrastructure Private Limited as 'Developer' to the Project:

- 4.8.1 Parker VRC Infrastructure Private Limited (i.e. the Developer) shall be responsible and liable for signing all requisite documents, making payment of applicable charges, fees, etc., and follow and pursue its application dated 23.01.2017 with DGTCP for addition / inclusion of the name of 'Parker VRC Infrastructure Private Limited' as a developer of the said Project, at its own cost and expense. Any and all penalties, demands, dues, fees, charges etc., payable in respect thereof including for any delay in applying for change of developer shall be solely borne and paid by the Developer.
- 4.8.2 The Developer shall be responsible for signing bilateral agreements, LC-IV and LC-IV B, if permissible by DGTCP, and other requisite documents, agreements etc. directly with DGTCP / Competent Authorities with respect to the said Project and to comply with obligations under such agreements, documents etc. The First Party will provide requisite assistance and co-operation in this regard, without any liability of any nature whatsoever.
- 4.8.3 The Parties agree, that unless otherwise waived by the First Party in writing, the arrangement contained in this Agreement is subject to grant of permission by DGTCP for addition / inclusion of the name of 'Parker VRC Infrastructure Private Limited' as a developer of the said Project. In the event the said permission is rejected / withheld by DGTCP, then the Developer and Confirming Party shall make such modifications and changes in the arrangement contained herein as may be acceptable and approved by the Parties.

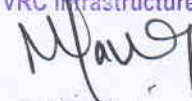
4.9 Right To Raise Finance

- 4.9.1 The Developer shall not raise any loan or take any financial assistance from any bank, financial institution and /or other third party lenders by creating any Encumbrance, mortgage, charges, security, etc., on the Project, Licensed Land or any part thereof.
- 4.9.2 However, the Developer shall be entitled to get project approved from Banks and financial institutions for allowing the allottees / buyers to obtain home loan in respect of the units / areas in the Project booked by them.

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.



For Jai Krishna Artech JV

Auth Signatory

4.10 Monthly Information reports

4.10.1 On or before of 5th day of each month the Developer shall share with the First Party a monthly statement containing details of units booked and amounts collected from the existing as well as new allottees / buyers in the format attached herewith as **Schedule 5**.

4.10.2 On or before of 5th day of each month, the Developer shall share with the First Party a monthly statement and progress report containing details progress of the construction and development of the Project elaborating the expected development and the actual development report of the Project, in the format attached herewith as **Schedule 6**.

4.11 Security For Statutory Dues

4.11.1 The Developer agrees that an area equivalent to 5% (five percent) of the total saleable area in the Project admeasuring approximately 64,145 (Sixty Four Thousand One Hundred and Forty Five) square feet of super area in the said Project depicted in Blue colour in **Annexure 2** attached herewith ("**Security Area**"), has been earmarked as security for statutory dues.

4.11.2 The Developer agrees and undertakes not to book, allot, sell, transfer or create any third party right, in any manner, on the Security Area or any part thereof till Completion of Project, unless otherwise permitted in writing by the First Party.

4.11.3 In the event any claim, demand, dispute, litigation etc., is made by any Person / Competent Authority against the First Party due to or arising out of or in relation to any breach by the Developer / its contractors of any provision of Applicable Laws, or (ii) fines, penalties, charges, interest, fees etc., imposed on First Party by any Competent Authorities resulting from Developers acts or omissions including delay in achieving the Completion of Project by the Completion Date, then without prejudice to its other rights under this Agreement and Applicable Laws, the First Party shall be entitled to sell the Security Area and settle / payoff such claim, demand, dispute, litigation etc., made against the First Party up to the extent of demand/ dues subsisting at that time.

Quadia

For JAI KRISHAN ARTEC-JV


Authorized Signatory

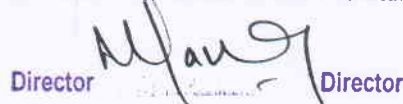
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artech JV


Auth Signatory

4.12 PMC and Audit

- 4.12.1 The First Party shall be entitled to appoint, at its cost, an independent project management consultant (PMC) to review the progress of the construction and Development of the said Project. Any defect or shortcoming identified by the said PMC shall be immediately rectified by the Developer at its own cost and expense.
- 4.12.2 In the event the First Party exercises Option 3 as per Clause 2.7, the First Party shall also be entitled to appoint a reputed accountancy / audit firm / company, at its cost, for conducting an audit at any time in respect of the sales and marketing of the said Project .
- 4.12.3 The Developer shall provide full co-operation and assistance to such accountancy / audit firm / company/ PMC including but not limited to providing necessary documents, information and clarification as and when required by the said accountancy / audit firm / company. Any defect or shortcoming identified by the said accountancy / audit firm / company shall be immediately rectified by the Developer at its own cost and expense.
- 4.12.4 The original sale deeds in respect of Licensed Land shall remain in the custody of the First Party. The original documents in respect of the Project on the Licensed Land such as License, renewed License, sanctioned zoning plan, sanctioned building plans and other Approvals shall remain in the joint custody of the First Party and Developer. However, for renewal of License of the original License for the Project on the Licensed Land will be handed over to the Developer for carrying out necessary formalities for renewal of License.
- 4.12.5 It is clarified that after grant of permission by DGTCP for addition / inclusion of the name of 'Parker VRC Infrastructure Private Limited' as a developer of the Project, the revised License, sanctioned zoning plan, sanctioned building plans and other Approvals shall remain in custody of the Developer, provided that a copy of such License, sanctioned zoning plan, sanctioned building plans and other Approvals (including all variations / changes in the said permissions / Approvals etc., of any nature whatsoever) shall be provided by the Developer to the First Party immediately without any delay or demur.

Quading

For JAI KRISHAN ARTEC-JV


Authorized Signatory

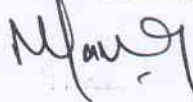
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

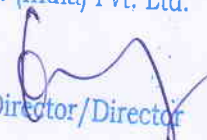
For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.

Director  Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

4.13 None of the Parties shall do or cause to be done any act, omission or things which may in any manner contravene or cause breach of any Applicable Laws, rules, bye-laws or regulations or which may amount to misuse / breach of any terms hereto or adversely affect the Development of the Project.

5. FIRST PARTY'S OBLIGATIONS:

- 5.1 The First Party have not executed any agreement to sell or created any third party interest in the Licensed Land after the First Collaboration Agreement, and shall not create any charge in future.
- 5.2 The First Party shall keep informed the Developer of all communications received from various authorities in respect of the Licensed Land from time to time and shall take all necessary steps as may be required so as not to cause any prejudice or detriment to the said Project.
- 5.3 In the event the Developer fulfils all its obligations under all tranches in terms of Option 1, Option 2 and/or Option 3 chosen by the First Party as per Clause 2.7 herein, and provided the Developer is not in material breach of its other obligations under this Agreement, then the First Party will hand over of original title deeds of the Licensed Land to the Developer and if permissible under Applicable Laws execute sale deed / other transfer documents for sale / transfer of title of the Licensed Land in favour of the Developer. It is clarified that the Developer shall be responsible to bear and pay all costs and expenses in respect of such handover / transfer including but not limited to stamp duty charges, registration fees, legal charges, levies, duties etc. It is further clarified that any tax liability levied or leviable on the First Party / any land owner company on account of or arising out of sale / transfer of the Licensed Land for value above Rs.56,00,00,000/- (Rupees Fifty Six Crore) shall also be borne and paid by the Developer.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Each Party hereby represents and warrants to the other that:

6.1.1 It has full power, good and absolute authority to enter into these presents without having recourse to any other Person(s) and no consent of any third party is required thereof.

For JAI KRISHAN ARTEC-JV


Authorised Signatory

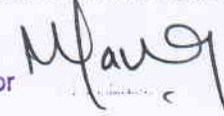
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.


Auth Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

- 6.1.2 The signature and delivery of, and the performance and consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action. This Agreement constitutes valid and legally binding obligations enforceable against it in accordance with the terms hereof.
- 6.1.3 There are no actions, suits, investigations or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi-judicial body, against it that it is aware of, which shall have a material adverse effect on the engagement contemplated herein or the ability of the other Party to consummate the transaction contemplated herein.
- 6.1.4 The said Project is not subject to any litigation, arbitration, prosecution, proceeding, dispute, investigation or the subject matter of any other legal dispute. Further, it has not received any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Competent Authority(ies) or regulatory body, in relation to the Project or any part thereof.
- 6.1.5 No receiver, trustee or manager has been appointed and no bankruptcy or insolvency proceeding have been instituted or pending against it, and it has not passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.

7. MAINTENANCE

- 7.1 Till handover to the association of allottees, the Developer / its nominated agency shall be entitled to and responsible for operation, management and maintenance of the common areas, facilities and other amenities and infrastructure in the said Project, upkeep and repair of services, utilities, infrastructure, plant and machinery etc., including but not limited to horticulture, electricity, power-back up, landscaping, sewage, sanitation and drainage disposal system, water supply system, lighting, security etc., and to charge / receive maintenance charges, security deposits and other receivables of the said Project.
- 7.2 The Developer shall install and fix all equipment, plants or machinery, etc. in the said Project for operation and maintenance of common areas and facilities including DG Sets, sewerage treatment plant etc., at its own cost and expense in conformity with the Applicable Laws.

For JAI KRISHAN ARTEC JV


Authorized Signatory

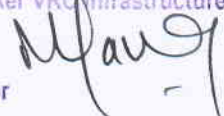
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For K.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

7.3 The maintenance charges and maintenance deposit in respect of the area allotted to the First Party in terms of this Agreement (which is un-booked / unsold at the time of Completion of Project) shall be payable by the First Party to the Developer from the date of Completion of Project and handing over of possession of such area / units by the Developer to the First Party.

8. MARKETING AND PROMOTION OF THE PROJECT

8.1 The Developer shall market, advertise, and draw up the marketing and promotion scheme in respect of the said Project and carry out all brand promotion, marketing, advertisements, in the manner deemed fit and appropriate by it, at its cost and expense.

8.2 The Developer shall market and promote the said Project under the name and style of "White Lily Residency" or such other name as it may decided by the Developer.


9. AGREEMENT WITH PURCHASER AND OTHER THIRD PARTIES

9.1 The Developer shall negotiate, book, offer for sale/lease, enter into Agreement to Sell / Buyers Agreement, memorandum of understanding, etc. with third parties / entities / persons including prospective buyers' / transferees etc., and execute necessary forms and documents in respect of booking, allotment, etc., of saleable area in the Project in best expeditious manner.

9.2 The Developer agrees to ensure that the sale or booking from the Reserved First Party Share Area (for which Option 3 is exercised by First Party) shall not be sold at a rate less than the rate at which the Developer is selling or booking its saleable area forming part of Developer's allocation subject to Minimum Rate.

9.3 All booking amount, advances, earnest money, installments, consideration, booking / allotment amounts, rentals, security amount, and all other receivables in respect of areas falling in the Project, shall be deposited in the designated Project account under RERA and shall be utilized by the Developer only for construction and Development of the Project till Completion of Project and making payment of the First Party as per terms of this Agreement.

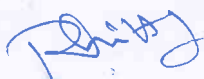
For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.




For Parker VR Infrastructure Pvt. Ltd.

Director


Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director



For Jai Krishna Artec 32

Auth Signatory

10. Indemnity

10.1 Each Party which is in breach of this Agreement ("**breaching Party**") shall indemnify and keep indemnified the other Party ("**non-breaching Parties**") and hold harmless against any and all claims, demands, losses, damages, dues, cost, expenses, liabilities, proceedings, consequences etc. ("**Losses**") arising out of or in relation to any violations by breaching Party and/or its nominees, assignees etc., of any Applicable Law, statutory provisions, Approvals including but not limited to the conditions of sanctioned building plan, License, zoning plan etc.

10.2 All claims, demands, disputes, litigations etc., made by any Person against the First Party, its nominees, transferees, directors, officers, employees shareholders, agents etc. due to or arising out of or in relation to (i) any fraud or fraudulent misrepresentation or breach of any of obligations / responsibilities of the Developer / its Contractors under this Agreement or earlier agreements, (ii) fines, penalties, charges, interest, fees etc., imposed on the First Party by any Competent Authorities resulting from Developer's acts or omissions, (iii) any construction, Development and implementation carried out by the Developer and/or their Contractors; shall be met, satisfied, settled by the Developer at its own cost and expense and out of its own resources without any liability on the First Party. The Developer further agrees that all consumer complaints, complaints with RERA Authority, DGTCP, CM Window Portal, mishaps, FIR(s), fraudulent activities etc., with respect to the construction and development of the Project shall be the sole responsibility of the Developer, and the First Party / its nominees shall in no way be responsible for the same.

Quading

10.3 The Developer shall keep the First Party and its nominees, transferees, directors, officers, employees shareholders, agents etc., and Contractors, indemnified and harmless from and against any and all Losses suffered to or caused to or incurred by the First Party, its nominees, transferees, directors, officers, employees etc., in respect of reasons set out in Clause 10.2 above.

10.4 The First Party shall be responsible for taking all requisite actions for rectifying any claims from erstwhile landowners regarding title / rights in respect of the Licensed Land, provided such defect/claim is not attributable to any act, commission or omission of the Developer and / or any person claiming under or though the Developer.

For JAI KRISHAN ARTEC-JV



Authorised Signatory

For Jai Krishna HI-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.

Director


Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director



For Jai Krishna Artec JV

Auth Signatory

11. BREACH BY THE DEVELOPER

11.1 Without prejudice to any other right or remedy available under Applicable Laws and under this Agreement to the First Party, in the event the Developer fails to fulfill its obligations in terms of the Option 1 chosen by the First Party as per Clause 2.7 herein and fails to rectify the breach within a period of 30 (thirty) days from the date of notice by the First Party in this regard, then the First Party shall, at its sole option be entitled to take any decision in respect of the Project / this Agreement, including but not limited to taking over development of the Project, suspension of development rights of the Developer in respect of the Project, forfeiture of Advance Deposit etc., to which the Developer and Confirming Party shall have no objection.

11.2 Without prejudice to any other right or remedy available under Applicable Laws and under this Agreement to the First Party, in the event the Developer fails to complete and deliver the area chosen by the First Party in terms of Option 2 or Option 3 exercised by First Party under Clause 2.7 herein, then the Developer shall, within a period of 30 (Thirty) days from the date of notice by the First Party, pay amount corresponding to the tranche (against which Option 2 and/or Option 3 was chosen by the First Party) along with interest @ 15% (Fifteen Percent) per annum thereon, which interest shall be payable from the respective Tranche Due Date.

In case the Developer fails to make payment of the amounts within the above mentioned 30 (Thirty) days, then notwithstanding anything contrary contained herein, the First Party shall be entitled to exercise its rights under Clause 11.1 herein.

11.3 In the event of breach by the Developer, the Developer shall continue to be solely responsible and liable for:

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11.3.1 all liabilities, claims, demands, compensation, interest, dues etc., prospective or retrospective, payable to the allottees, buyers, vendors, competent authorities etc., in respect of the Project including but not limited to delay in Completion of Project, defect liability, issues with construction carried out by the Developer / its appointed contractors, non compliance of applicable laws, dues to authorities, breach / non fulfillment of its obligations under this Agreement and First Collaboration Agreement, etc.; and

For JAI KRISHAN ARTEC-JV

[Signature]
Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artec JV

[Signature]
Auth Signatory

11.3.2 all payments towards costs, fees, charges and other expenses to be made to the contractors, and/or suppliers and/or contractors and/or other third parties appointed by the Developer, and remove its equipment, personnel, Contractors etc., from the Licensed Land, at its own cost and expense.

12. NOTICES

12.1 Any notices, reports or other communications required or permitted hereunder shall be deemed to have been duly given (a) within 24 hours if delivered in person or other similar electronic transmission means including by E-mails provided it is legible and readable; or (b) within 72 hours if sent by registered or certified mail, return receipt requested, and addressed on the addresses of the Parties set forth below or if sent to such substituted address as any of the Parties have given to the others in writing in accordance with this Clause. A notice or other communication received on a day other than a business day, or after business hours at the place of receipt, shall be deemed to be given on the next following business day at such place. For the purpose hereof, the addresses of the Parties hereto (until notice of a change thereof is given in writing by registered post, fax and e mail to the other Parties forthwith upon change of address) shall be the addresses set forth below:

TO FIRST PARTY,:

Attention: Mr. Ashok Wadia
Address: A-26 Friends Colony East, New Delhi-110065,
Mobile No: 9810088201
E-mail : jkg.greenwoodspt@gmail.com

TO THE DEVELOPER:

Attention: Mr. Manish Garg
Address: 410, D-Mall, Netaji Subhash Place, Pitampura, New Delhi-110034
Mobile No: 9811013011
E-mail : manishparker@yahoo.co.in

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt.Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artec JV


Auth Signatory

13. GOVERNING LAW AND ARBITRATION

13.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to any choice of law provisions that would require the application of the laws of any other jurisdiction and each Party irrevocably submits to exclusive jurisdiction of the Courts at Haryana over any dispute, controversy or claim arising under or in connection with this Agreement.

13.2 In the event of any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with or relating to this Agreement, or the execution, interpretation, validity, performance, breach or termination hereof, including, without limitation, the provisions of this Clause (individually, a 'Dispute') shall be resolved by arbitration in accordance with the provisions of (Indian) Arbitration and Conciliation Act, 1996 and the rules made thereunder and any amendments made thereof ("Arbitration Act"). For the purpose of such arbitration, the dispute shall be referred to a sole arbitrator to be appointed mutually by First Party and the Developer. However, in the event the parties fail to appoint the sole arbitrator by mutual consent then the sole arbitrator shall be appointed by the Court in accordance with the Arbitration Act. The decision of the sole arbitrator shall be final and binding on the Parties. The arbitration proceedings shall be conducted in the English language and the seat of Arbitration shall be conducted at New Delhi only.

14. FORCE MAJEURE

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14.1 Neither Party shall be deemed to be in default of the performance of any of its obligations herein if it is delayed or prevented by conditions constituting Force Majeure which it could not avert in spite of best endeavor and due diligence and which has not occasioned due to any act of omission or commission of the affected Party limited to any change in law or issuance of any order / rule / notification / direction of any government or statutory authority, withdrawals of permissions not due to default of the affected Party, fire, earthquake, war or any other act of God ("Force Majeure Events").

14.2 Non-performance by either of the Parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure Events.

For JAI KRISHAN ARTEC-JV

[Signature]
Authorised Signatory

For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.

[Signature]
Director

For R.M. Constructions (P) Ltd.

[Signature]

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishna Artech JV

[Signature]
Auth Signatory

14.3 Any Party who is, by reason of Force Majeure Events, unable to perform any obligation or condition required by this Agreement to be performed shall:

- (i) notify to the other Party as soon as possible specifying the nature, cause, commencement and extent of non-performance due to Force Majeure Events;
- (ii) use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Events as expeditiously as possible; and
- (iii) resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure Events has abated to an extent which permits resumption of such performance.

14.4 In the event the Force Majeure Event prevails for a continuous period of 6 (six) months, then in that case the First Party and the Developer shall mutually discuss the way forward.

15. MISCELLANEOUS

15.1 Taxes

Each Party shall be liable for its respective income tax, and other fiscal liabilities as may be applicable at its own risks and costs, and the Parties shall cooperate with each other for providing any assistance or for appearing before any Competent Authorities in connection therewith.

15.2 Assignment and Further Transfer

Except as otherwise expressly provided herein neither this Agreement nor any right / interest or obligation in whole / in part hereunder shall be assignable by the Developer without the prior written consent of the First Party.

15.3 Entire Agreement

This Agreement represents the entire agreement between the Parties and supersedes the First Collaboration Agreement and all previous or other writings and understandings, oral or written. Further, any modifications to this Agreement, if required shall only be made in writing.

For JAI KRISHAN ARTEC-JV


Authorized Signatory

For Jai Krishan EN-Tech Infrastructure Pvt Ltd


Director

For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

For Jai Krishna Artec JV

Auth Signatory

15.4 Counterparts

This Agreement may be executed in one (1) original and one (1) counterpart, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

15.5 Amendments

Amendment to this Agreement can be made by consent of both the parties in writing only.

15.6 Severability

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

15.7 Waiver

Any failure or willful inaction of a Party at any time to require observance or performance by any other Party of any of the provisions of this Agreement shall in no way affect the first stated Party's right to require such observance or performance at any time thereafter, nor shall it be construed or understood as waiver of any succeeding breach of such provision, nor shall it be deemed to be a waiver of any other provision, condition or requirement hereof.

15.8 Further Assurances

Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts, documents, and instruments and provide all assistance as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.

15.9 No Agency

This Agreement is on principal to principal basis and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between the Developer and the First Party and or its employees, agents and representatives.

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For JAI KRISHAN ARTEC-JV

[Signature]
Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

[Signature]
Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

[Signature]
Mg. Director/Director

For R.M. Constructions (P) Ltd.








[Signature]

For Jai Krishna Artec JV
[Signature]
Auth Signatory

15.10 Stamp Duty and registration charges

The Stamp Duty and registration charges for execution and registration of this Agreement shall be borne by the First Party and the Developer in equal proportion. The Developer agrees to pay the Stamp Duty and registration charges to the Competent Authority. However, the share of the First Party in such Stamp Duty and registration charges will be adjusted from the Tranche 2 Amount, and the adjustment shall be done accordingly at the time of payment of the Tranche 2 Amount. It is clarified that any and all penalty, interest, fee, cost, expenses, compounding amount etc., payable under Stamp Act or other applicable laws shall be borne and paid solely by the Developer without any liability on the First Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

<p>For Jai Krishan Artec JV For JAI KRISHAN ARTEC JV  Authorized Signatory</p> <p>For R M Constructions Private Limited For R.M. Constructions (P) Ltd. </p> <p>For Jai Krishan Hi-Tech Infrastructures Private Limited For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.  Director Mr. Rajender Prasad Mittal</p> <p>Mrs. Geeta Wadia </p>	<p>For Parker VRC Infrastructure Private Limited For Parker VRC Infrastructure Pvt. Ltd.  Director Director</p> <p>For VRC Constructions (India) Private Limited For VRC Constructions (India) Pvt. Ltd.  Mg. Director/Director</p> <p>For R.M. Constructions (P) Ltd. For Jai Krishna Artec JV  Auth Signatory</p>
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Witness 1

Witness 2

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Sant Kumar Shastri. Ikwalshur
Kataraya
Muradbad U.P

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Parker VRC Infrastructure Private Limited

Bookings in White Lily Residency as on 30.04.2019					
S No.	Date of Booking	Application No	Customer Name	Area (Sq. Ft.)	Total Recd.
1	16/09/2013	PV/WLR-001	Harish Khatri	1815	500,000.00
2	18/09/2013	PV/WLR-003	Ajay Kataria	2415	1,101,600.00
3	27/11/2013	PV/WLR-004	Basant Mala	2285	100,000.00
4	19/09/2013	PV/WLR-007	Parwati Devi	1025	1,439,789.00
5	19/09/2013	PV/WLR-010	Anju Khanna	1025	1,439,789.00
6	19/09/2013	PV/WLR-011	Saurabh Dutta	1025	1,439,503.00
7	14/10/2013	PV/WLR-013	Ranvir Dahiya	1215	1,640,900.00
8	21/09/2013	PV/WLR-014	Ram Prasad	1025	1,439,518.00
9	21/09/2013	PV/WLR-016	Chander Pal Gulati	1025	1,439,799.00
10	21/09/2013	PV/WLR-017	Shakuntla Arora	1025	1,245,539.00
11	5/10/2013	PV/WLR-020	Sachin	1215	1,331,718.00
12	26/02/2014	PV/WLR-021	Sanjeev Kumar	1815	500,000.00
13	7/10/2013	PV/WLR-032	Anil Kumar	1215	1,603,234.00
14	4/2/2014	PV/WLR-033	Harjot Kaur	1215	806,500.00
15	8/10/2013	PV/WLR-034	Suresh Chand Mittal	1025	1,439,781.00
16	8/10/2013	PV/WLR-035	Sunita Rani	1025	857,581.00
17	8/10/2013	PV/WLR-036	Veena Gogia	1215	749,961.00
18	8/10/2013	PV/WLR-037	Vijay Kumar Sharma	1025	1,439,518.00
19	8/10/2013	PV/WLR-038	Sushma Arora	1025	1,439,518.00
20	8/10/2013	PV/WLR-039	Subhash Chand Sehgal	1025	1,051,281.00
21	8/10/2013	PV/WLR-040	Meena Bisht	1025	1,439,744.00
22	8/10/2013	PV/WLR-041	Rajesh Kataria	1025	1,439,518.00
23	29/10/2013	PV/WLR-042	Rajinder Singh Maraina	1025	1,439,789.00
24	8/10/2013	PV/WLR-043	Raj Kumar	1025	1,439,789.00
25	8/10/2013	PV/WLR-044	Sunita Antil	1025	1,245,539.00
26	8/10/2013	PV/WLR-045	Raj Bala	1025	1,439,518.00
27	8/10/2013	PV/WLR-046	Surender Singh	1025	1,439,518.00
28	8/10/2013	PV/WLR-048	Shakuntla Vashist	1025	857,581.00
29	10/10/2013	PV/WLR-049	Kamal Vaid	1815	1,108,150.00
30	10/10/2013	PV/WLR-050	Rajesh Vaid	1815	1,108,150.00
31	14/10/2013	PV/WLR-053	Parveen Kumar	1215	1,620,916.00
32	7/11/2013	PV/WLR-054	Hari Prakash	1025	1,439,531.00
33	17/10/2013	PV/WLR-055	R.B. Gupta	1025	1,439,536.00
34	17/10/2013	PV/WLR-058	Sumit Grover	1025	1,439,789.00
35	17/10/2013	PV/WLR-059	Veena	1025	1,439,789.00
36	19/10/2013	PV/WLR-062	Jaipal	1215	400,000.00
37	19/10/2013	PV/WLR-063	Manoj Kumar Mehta	1215	400,000.00
38	19/10/2013	PV/WLR-064	Nand Lal Luthra	1815	1,120,311.00
39	21/10/2013	PV/WLR-065	Sri Ram Kakkar	1025	1,439,789.00
40	21/10/2013	PV/WLR-066	Amit Kumar	1025	857,581.00
41	21/10/2013	PV/WLR-068	Vikram Bhargava	1025	1,051,281.00
42	22/10/2013	PV/WLR-072	Somesh Makhija	2415	1,120,311.00
43	30/10/2013	PV/WLR-073	Rajesh Khandelwal	1815	1,204,510.00
44	7/11/2013	PV/WLR-076	Ajay Kumar Chawla	1815	1,096,923.00
45	11/11/2013	PV/WLR-077	Santosh Goyal	1215	758,000.00
46	7/11/2013	PV/WLR-078	Bhairav Nath	1025	1,439,789.00
47	7/11/2013	PV/WLR-079	Rakesh Vats	1025	1,439,789.00
48	14/11/2013	PV/WLR-081	Dinesh Kumar Garg	1025	625,000.00
49	13/11/2013	PV/WLR-082	Davinder Kumar Khokhar	1025	1,439,781.00
50	13/11/2013	PV/WLR-083	Vikas Sahu	1025	1,245,541.00
51	25/11/2013	PV/WLR-085	Kanta Deswal	1025	1,245,531.00

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For JAI KRISHAN ARTEC-JV

For Parker VRC Infrastructure Pvt. Ltd. For Jai Krishna Artech JV

Authorised Signatory
For Jai Krishan Hi-Tech Infrastructure Pvt Ltd.

Director Director Auth. Signatory
For VRC Constructions (India) Pvt. Ltd.

For R.M. Constructions (P) Ltd.

S No.	Date of Booking	Application No	Customer Name	Area (Sq. Ft.)	Total Recd.
52	25/11/2013	PV/WLR-086	Neeti Rathi	1025	1,439,789.00
53	25/11/2013	PV/WLR-087	Bharti Bali	1025	1,439,503.00
54	25/11/2013	PV/WLR-088	Raj Kumari Sharma	1025	1,245,539.00
55	6/12/2013	PV/WLR-090	Savita Verma	1025	1,439,789.00
56	6/12/2013	PV/WLR-091	Bhawna	1025	1,051,281.00
57	17/12/2013	PV/WLR-093	Kusum Lata	2415	1,132,250.00
58	17/12/2013	PV/WLR-095	Nirmala Devi	1815	1,132,240.00
59	16/12/2013	PV/WLR-096	Surinder Paul Singh	1025	1,051,281.00
60	13/02/2014	PV/WLR-097	Ritika Aggarwal	2415	853,230.00
61	8/10/2013	PV/WLR-098	Ved Prakash	1025	1,051,281.00
62	6/1/2014	PV/WLR-099	Shanti Devi And Saroj Gogia	1215	746,830.00
63	13/01/2014	PV/WLR-100	Rachna Gupta	2415	595,506.00
64	11/4/2014	PV/WLR-101	Balvinder Kaur	1025	857,581.00
65	28/04/2014	PV/WLR-103	Arvind Pratap Singh Sikarwar	1815	775,491.00
66	2/5/2014	PV/WLR-104	Shobha Kashyap	1025	1,439,336.00
67	10/5/2014	PV/WLR-105	Deepak Ahlawat	1025	1,439,789.00
68	10/5/2014	PV/WLR-106	Aman Kumar	1025	1,439,518.00
69	26/05/2014	PV/WLR-107	Charru Sethi	1025	1,439,503.00
70	5/6/2014	PV/WLR-108	Prabhjit Singh	1815	815,000.00
71	24/06/2014	PV/WLR-110	Pooja Bansal	1215	1,376,048.00
72	13/05/2016	PV/WLR-112	Ajay Kumar Bakshi	1740	1,094,542.00
73	7/6/2014	PV/WLR-114	Ishwar Singh	1215	987,263.00
74	15/06/2016	PV/WLR-115	Bhagelu Ram	1215	960,744.00
75	1/7/2016	PV/WLR-116	Anil Kumar	1740	1,384,453.00
76	4/7/2016	PV/WLR-117	Sandeep Kumar	1215	51,000.00
				98100	87,465,310.00

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Note: Out of Above 76 Bookings, more than 20 Clients had applied for Refund and are under process of Refund.

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director

Director

For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.

Director



For VRC Constructions India Pvt. Ltd.

Mg. Director/Director

For R.M. Constructions (P) Ltd.



For Jai Krishna Artech JV
Auth Signatory

**Schedule 2
Details of PDC Cheques**

Tranche	Cheque No	Date	Bank	Amount (Rs)	Amount (Words)
Tranche 1	114900	31.03.2021	Corporation Bank having branch at CBB Branch Jhandewalan, New Delhi	Rs.2,00,00,000/-	Rupees Two Crore Only
	114901	31.03.2021		Rs.2,00,00,000/-	Rupees Two Crore Only
	114902	31.03.2021		Rs.2,00,00,000/-	Rupees Two Crore Only
	114903	31.03.2021		Rs.1,00,00,000/-	Rupees One Crore Only
Tranche 2	114904	31.03.2022	Corporation Bank having branch at CBB Branch Jhandewalan, New Delhi	Rs.2,00,00,000/-	Rupees Two Crore Only
	114905	31.03.2022		Rs.2,00,00,000/-	Rupees Two Crore Only
	114906	31.03.2022		Rs.2,00,00,000/-	Rupees Two Crore Only
	114907	31.03.2022		Rs.1,00,00,000/-	Rupees One Crore Only
Tranche 3	114908	31.03.2023	Corporation Bank having branch at CBB Branch Jhandewalan, New Delhi	Rs.2,00,00,000/-	Rupees Two Crore Only
	114909	31.03.2023		Rs.2,00,00,000/-	Rupees Two Crore Only
	114910	31.03.2023		Rs.2,00,00,000/-	Rupees Two Crore Only
	114911	31.03.2023		Rs.1,00,00,000/-	Rupees One Crore Only
Tranche 4	114912	31.03.2024	Corporation Bank having branch at CBB Branch Jhandewalan, New Delhi	Rs.2,00,00,000/-	Rupees Two Crore Only
	114913	31.03.2024		Rs.2,00,00,000/-	Rupees Two Crore Only
	114916	31.03.2024		Rs.2,00,00,000/-	Rupees Two Crore Only
	114917	31.03.2024		Rs.1,00,00,000/-	Rupees One Crore Only
Tranche 5	114918	31.03.2025	Corporation Bank having branch at CBB Branch Jhandewalan, New Delhi	Rs.5,00,00,000/-	Rupees Five Crore Only
	114919	31.03.2025		Rs.5,00,00,000/-	Rupees Five Crore Only
	114921	31.03.2025		Rs.5,00,00,000/-	Rupees Five Crore Only
	114923	31.03.2025		Rs.4,42,75,000/-	Rupees Four Crore Forty Two Lakh and Seventy Five Thousand Only
	114929	31.03.2025		Rs.2,00,00,000/-	Rupees Two Crore Only
	114930	31.03.2025		Rs.2,00,00,000/-	Rupees Two Crore Only
	114931	31.03.2025		Rs.2,00,00,000/-	Rupees Two Crore Only
	114932	31.03.2025		Rs.2,00,00,000/-	Rupees Two Crore Only
	114933	31.03.2025		Rs.57,25,000/-	Rupees Fifty Seven Lakh and Twenty Five Thousand Only
Total				Rs.56,00,00,000/-	Rupees Fifty Six Crore only

For JAI KRISHAN ARTEC-JV

[Signature]
Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd

[Signature]
Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For VRC Constructions (India) Pvt. Ltd.

[Signature]
Mg. Director/Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artech JV

[Signature]

Auth Signatory

Schedule 3

Details of Guarantee Cheques

1. Cheque No. 016617 dated 31.03.2021 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.7,00,00,000/- (Rupees Seven Crore) for securing First Tranche;
2. Cheque No. 016618 dated 31.03.2022 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.7,00,00,000/- (Rupees Seven Crore) for securing Second Tranche;
3. Cheque No. 016619 dated 31.03.2023 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.7,00,00,000/- (Rupees Seven Crore) for securing Third Tranche;
4. Cheque No. 016621 dated 31.03.2024 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.7,00,00,000/- (Rupees Seven Crore) for securing Fourth Tranche; and
- 5(a) Cheque No. 016622 dated 31.03.2025 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.19,42,75,000 (Rupees Nineteen Crore Forty Two Lakh and Seventy Five Thousand) for securing Fifth Tranche; and
- (b) Cheque No. 016623 dated 31.03.2025 drawn on HDFC Bank, 27, West Avenue Road, West Punjabi Bagh, Delhi 110026 for an amount of Rs.8,57,25,000/- (Rupees Eight Crore Fifty Seven Lakh and Twenty Five Thousand only) for securing Fifth Tranche

Guarantee

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Jai Krishna Hi-Tech Infrastructure Pvt Ltd


Director

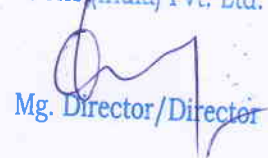
For R.M. Constructions (P) Ltd.



For Parker VRC Infrastructure Pvt. Ltd.


Director Director

For VRC Constructions (India) Pvt. Ltd.


Mg. Director/Director

For Jai Krishna Artech JV


Auth Signatory

SCHEDULE-4

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For Jai Krishna Artec JV
Auth Signatory

WHITE LILY RESIDENCY, DEVELOPED BY PARKER VRC

TENTATIVE STAGE WISE COMPLETION OF PROJECT.

START DATE OF PROJECT		01ST JUNE 2019	
TOWERS	DESCRIPTION	COMPLETION DATE	REMARK
TOWERS A and B	Structure	01ST JUNE 2020	
TOWERS C and D	Structure	01ST JUNE 2021	
TOWERS A,B,C and D	Finishing and Services	31ST DECEMBER 2022	
TOWERS E and F	All works	31ST DECEMBER 2023	
TOWERS G, EWS, SHOPS	All works	31ST DECEMBER 2024	
BASEMENT, CLUB, LANDSCAPING	All works	31ST DECEMBER 2025	

For JAI KRISHAN ARTEC-JV

[Signature]

Authorised Signatory

For Jai Krishna Hi-Tech Infrastructure Pvt Ltd

[Signature]
Director

For Parker VRC Infrastructure Pvt. Ltd.

Director

[Signature]
Director

For R.M. Constructions (P) Ltd.

[Signature]

For VRC Constructions (India) Pvt. Ltd.

44

Mg. Director/Director

Schedule 5

Format for Monthly Statement Report

Name of Allottee	Details of Unit Book (viz. number of unit, tower, area etc.)	Documents executed	Amounts demanded	Amounts received	Monthly Sales

For JAI KRISHAN ARTEC-JV

[Signature]
[Signature]
 Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

[Signature]
 Director Director

For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.
 For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd.

[Signature]
 Director
[Signature]

For VRC Constructions (India) Pvt. Ltd.

[Signature]
 Mg. Director/Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artec JV

[Signature]
 Auth Signatory

Schedule 6

Format for Monthly Progress Report

Details of development works to be completed in the present quarter	Details of development works to be completed	Percentage (%) of development of the Project	Variation if any	Details of development works to be completed in the next quarter

For JAI KRISHAN ARTEC-JV

[Signature]
[Signature]
 Authorised Signatory

For Parker VRC Infrastructure Pvt. Ltd.

Director *[Signature]* Director

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd

[Signature]
 Director

For VRC Constructions (India) Pvt. Ltd.

[Signature]
 Mg. Director/Director

For R.M. Constructions (P) Ltd.

[Signature]

For Jai Krishna Artech JV

Auth Signatory

DEMARCATION OF SUPER AREA AS RESERVED FIRST PARTY SHARE AREA. WHITE LILY RESIDENCY

TOWER	SUPER AREA		FIRST PARTY'S SHARE		SHARE ALLOTTED		UNITS	STATUS
	AREA SQFT	%	AREA SQFT	%	TOWERS	AREA SQFT		
TOWER ABCD	589680	25%	147420	25%	TOWER C-2NOS 2BHK	150080-2430=147650	110	230
TOWER E	195440	25%	48860	25%	TOWER E2 & E7	48860	20	0
TOWER F	138950	25%	34737.5	25%	TOWER F2+HALF TOWER F1+ONE FLAT AND ONE PENT HOUSE	29775 + 1815 + 2665 = 34255	17	-482.5
TOWER G	352200	25%	88050	25%	TOWER G5, G6, G7, G8 LESS TWO NOS FLATS & ONE PENT HOUSE	23480*4=93920- (1815+1815+2665) = 87625	45	-425
ALL RESIDENTIAL	1276270		319067.5			318390	192	-677.5
SHOPS	2277	25%	569.25	25%	SHOP NO 11,12 and 13.	445	3	-124.25

In Addition to Residential Area of 318390 square feet and 445 square feet of shop area reserved for First Party above, the Developer shall be liable to pay to the First Party amounts for deficit of 680 square feet of Residential area and 125 square feet of shop area, from sale of other areas in the Project in the manner decided by the First Party.

For JAI KRISHAN ARTEC-JV


Authorised Signatory

For Jai Krishan EMI-Tech Infrastructure Pvt Ltd


Director

For Jai Krishna Artech  (b)A
Auth Signatory

For Parker VRC Infrastructure Pvt. Ltd.


Director

For VRC Construction Pvt. Ltd.


Mg. Director/Director

For R.M. Constructions (P) Ltd.


Director

DEMARICATION OF SUPER AREA AS SECURITY - WHITE LILY RESIDENCY

DATE 10 MAY 2019

TOWER	SUPER AREA	OWNER'S SHARE		SHARE ALLOTTED		UNITS	STATUS
		%	AREA SQFT	TOWERS	AREA SQFT		
Area to be Kept as Security	1276270	5%	63813.5	Tower G9, G10, G11 Less Two Flats and One Pent House	23480*3=70440- (1815+1815+2665)= 64145	32	331.5

For JAI KRISHAN ARTEC-JV


Ravi
Authorised Signatory

For Jai Krishna Hi-Tech Infrastructure Pvt Ltd


Ravi
Director

For Parker VRC Infrastructure Pvt. Ltd.


Manoj
Director

For VRC Constructions (India) Pvt. Ltd.


Director

For R.M. Constructions (P) Ltd.


Ravi

For Jai Krishna Artec JV
Auth Signatory

MASTER PLAN W / LEGEND

Legend

1. ENTRY / EXIT
2. PALM AVENUE
3. DRIVEWAY
4. FOCAL SCULPTURE
5. CHILDREN'S ADVENTURE PARK
6. PARTY LAWN
7. TRELLIS
8. TOT LOT PLAY AREA
9. ENTRANCE PAVILION
10. LILY POND
11. SEATING ALCOVE
12. JOGGING TRACK
13. PALM GROVE
14. CABANAS
15. JUICE BAR
16. MAIN POOL
17. CHILDREN'S POOL
18. SPA/JACUZZI
19. POOL DECK
20. HEATING GARDEN FOR ELDERLY WITH REFLEXOLOGY PATH
21. HALF BASKETBALL COURT
22. TENNIS COURT
23. SEATER
24. SKATING RING
25. CRICKET PITCH
26. PARKING IN GRASSGRETE
27. PERIMETER PLANTING

TOWER A - 2BHK, & 3BHK APARTMENTS
 TOWER B, C & D - 2BHK, 3BHK APARTMENTS
 TOWER E1 to E8 - 4BHK FLOORS & PENTHOUSES
 TOWER F1 to F7 - 3BHK FLOORS & PENTHOUSES
 TOWER G1 to G15 - 3BHK FLOORS & PENTHOUSES
 For Parker VRC Infrastructure Pvt. Ltd.



Director
Ichinen
 ARCHITECTS



M. J. J.

Director

PARKER VRC INFRASTRUCTURE PVT. LTD.

WHITE LILY RESIDENCY
 SECTOR - 27 SONEPAT

For Jai Krishna Artec JV
[Signature]
 Abhinav Singh



For JAI KRISHAN ARTEC-JV

For (Pvt.) Krishna Hi-Tech Infrastructure Pvt. Ltd.

For VRC Constructions (India) Pvt. Ltd.

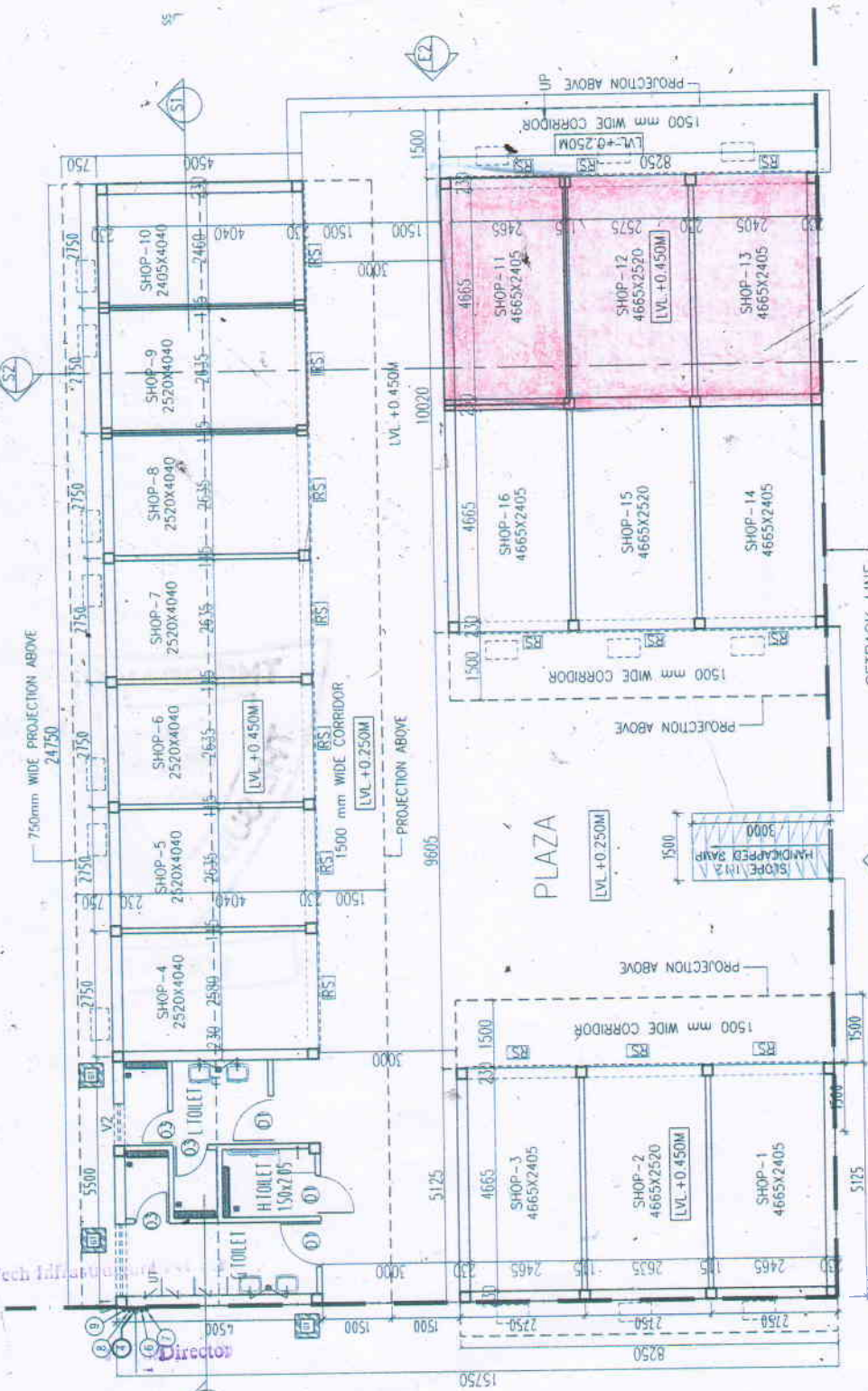
For K.M. Constructions (P) Ltd.

Authorised Signatory

Mg. Director/Director

Guadaly

For Jai Krishan Hi-Tech Infrastructure



For JAI KRISHAN ARTEC-JV

[Signature]

Authorised Signatory

For VRC Constructions (India) Pvt. Ltd.

Mg. Director/Director

A GROUND FLOOR PLAN
(SCALE 1:100)

For Jai Krishna Artec
Auth Sign

For R.M. Constructions (P) Ltd.

[Signature]

Commercial
For Parker VRC Infrastructure Pvt. Ltd.
[Signature]
Director

Director



JAI KRISHNA ARTEC - J.V.

Corp. Office : 8-B, Hansalaya Building, 15 Bara Khamba Road,
Connaught Place, New Delhi-110001 Tel.: 011-23702551, 23702552
E-mail : jaikrishnaartec@gmail.com Web : www.jaikrishnaartec.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF EXECUTIVE OF JAI KRISHAN ARTEC-JV HELD ON 15TH DAY OF MAY, 2019 AT 11.00 AM AT THE OFFICE OF THE COMPANY AT 8-B, HANSALAYA BUILDING, 15, BARAKHAMBHA ROAD, CONNAUGHT PLACE, NEW DELHI-110001

AUTHORIZATION TO EXECUTE AGREEMENT AND OTHER TRANSACTIONAL DOCUMENTS

The Executive member informed the Board of Executive (BOE) that the JV requires authorization for the purpose of signing and execution of Supplementary Collaboration Agreement and other transactional documents to be entered into between the JV, M/S Parker VRC Infrastructure Private Limited, M/S VRC Constructions (India) Private Limited and others with respect to construction and development, of group housing colony ("Project") over an area of Land admeasuring 11.687 Acres situated in Village Ahmedpur, Tehsil & District Sonapat (Haryana).

The Board of Executive discussed the matter and after discussion passed the following resolutions unanimously.

"RESOLVED THAT the JV be and is hereby authorized to enter into a Supplementary Collaboration Agreement, and other transactional documents."

"RESOLVED FURTHER THAT Mr. Ashok Wadia and Mr. Rajender Prasad Mittal, Members of BOE, be and is hereby authorized to negotiate and finalize the terms and conditions and sign the Supplementary Collaboration Agreement and other transactional documents for and on behalf of the JV, and to do all such acts, deeds and things as may be necessary or required for giving effect to and consummate the transaction contemplated therein including filing with the concerned Registrar of Companies the requisite forms and to do accept and execute any amendments, additions or modifications to any agreement, deeds, documents and other writings for and on behalf of the JV as may be required or desired for the aforesaid purpose."

CERTIFIED TRUE COPY

For JAI KRISHAN ARTEC-JV
For JAI KRISHAN ARTEC-JV


Ashok Wadia
Authorised Signatory

For JAI KRISHAN ARTEC-JV


Authorised Signatory
Rajender Prasad Mittal

For R.M. Constructions (P) Ltd.




For Jai Krishna Artec JV
Auth Signatory

JAI KRISHAN HI-TECH INFRASTRUCTURES PRIVATE LIMITED

U45201DL2005PTC142407
Email ID- jkg.jkhitechinfra@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF JAI KRISHAN HI-TECH INFRASTRUCTURES PRIVATE LIMITED HELD ON 11TH DAY OF MAY, 2019 AT 11.00 AM AT THE OFFICE OF THE COMPANY AT A-26, FRIENDS COLONY (EAST), NEW DELHI.

AUTHORIZATION TO EXECUTE AGREEMENT AND OTHER TRANSACTIONAL DOCUMENTS

The Chairman informed the Board that the Company requires authorization for the purpose of signing and execution of Supplementary Collaboration Agreement and other transactional documents to be entered into between the Company, M/S Parker VRC Infrastructure Private Limited, M/S VRC Constructions (India) Private Limited and others with respect to construction and development, of group housing colony ("**Project**") over an area of Land admeasuring 11.687 Acres situated in Village Ahmedpur, Tehsil & District Sonipat (Haryana).

The Board discussed the matter and after discussion passed the following resolutions unanimously.

"RESOLVED THAT the Company be and is hereby authorized to enter into a Supplementary Collaboration Agreement and other transactional documents."

"RESOLVED FURTHER THAT Mr. Ashok Wadia, director of the Company, be and is hereby authorized to negotiate and finalize the terms and conditions and sign the Supplementary Collaboration Agreement and other transactional documents for and on behalf of the Company, and to do all such acts, deeds and things as may be necessary or required for giving effect to and consummate the transaction contemplated therein including filing with the concerned Registrar of Companies the requisite forms and to do accept and execute any amendments, additions or modifications to any agreement, deeds, documents and other writings for and on behalf of the Company as may be required or desired for the aforesaid purpose."

CERTIFIED TRUE COPY


For **JAI KRISHAN HI-TECH INFRASTRUCTURES PRIVATE LIMITED**

For Jai Krishan Hi-Tech Infrastructure Pvt Ltd


Director

Anil Wadia
Director
DIN: 00200348

For Jai Krishan Hi-Tech Infrastructure Pvt. Ltd


Director
DIN: 00194576

A-26 New Friends Colony East New Delhi-110065

R.M. CONSTRUCTIONS PRIVATE LIMITED

CIN U45201DL2005PTC136640

Email Id: ROCFILLING86@GMAIL.COM

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF R. M. CONSTRUCTIONS PRIVATE LIMITED HELD ON 15TH DAY OF MAY AT 11.00 AM AT THE OFFICE OF THE COMPANY AT UNIT NO. 552 FIFTH FLOOR TERRACE, TOWER - B,D-4,5,6 KRISHNA APRA BUSINESS SQUARE, NETA JI SUBHASH PLACE NEW DELHI NORTH WEST DELHI 110034.

AUTHORIZATION TO EXECUTE AGREEMENT AND OTHER TRANSACTIONAL DOCUMENTS

The Chairman informed the Board that the Company requires authorization for the purpose of signing and execution of Supplementary Collaboration Agreement and other transactional documents to be entered into between the Company, M/S Parker VRC Infrastructure Private Limited, M/S VRC Constructions (India) Private Limited and others with respect to construction and development, of group housing colony ("**Project**") over an area of Land admeasuring 11.687 Acres situated in Village Ahmedpur, Tehsil & District Sonipat (Haryana).

The Board discussed the matter and after discussion passed the following resolutions unanimously.

"RESOLVED THAT the Company be and is hereby authorized to enter into Supplementary Collaboration Agreement and other transactional documents."

"RESOLVED FURTHER THAT Mr. Rajender Mittal Prasad and Mr. Arun Mittal (Directors) of the Company, be and are hereby severally or jointly authorized to negotiate and finalize the terms and conditions and sign the Supplementary Collaboration Agreement and other transactional documents for and on behalf of the Company, and to do all such acts, deeds and things as may be necessary or required for giving effect to and consummate the transaction contemplated therein including filing with the concerned Registrar of Companies the requisite forms and to do accept and execute any amendments, additions or modifications to any agreement, deeds, documents and other writings for and on behalf of the Company as may be required or desired for the aforesaid purpose."

CERTIFIED TRUE COPY
For **R. M. CONSTRUCTIONS PRIVATE LIMITED**



Mr. Rajender Mittal Prasad

Director
DIN: 00219654

For R.M. Constructions (P) Ltd,



Mr. Arun Mittal

Director
DIN 00290592

Unit no. 552 Fifth Floor Terrace, Tower - B,D-4,5,6 Krishna Apra Business Square, Neta Ji Subhash Place New Delhi North West Delhi 110034