13755



हरियाणा HARYANA

COLLABORATION AGREEMENT

INDIA NON JUDICIAL

M 366532

This Collaboration Agreement and executed at Gurgaon on this 11 day of

#### BETWEEN

(1) Sh. Roshan Lal s/o. Sh. Kundan Lal, (2) Sh. Braham Parkash and (3) Sh. Ram NiwasYadav sons of Sh. Roshan Lal all are resident of Village Badshahpur, Tehshil & District Gurgaon, Haryana (hereinafter collectively referred to as "OWNERS"/FIRST PARTY" which expression shall, unless repugnant to the context thereof, mean and include their legal heirs, representatives, nominees and assigns) of the First Part.

AND

M/s. Premium Infratech Pvt. Ltd., a company incorporated under the Companies Act, 1956, and having its Registered Office at 1204, Indraprakash Building, 21, Barakhamba Road, New Delhi – 140001, (hereinafter referred to as \*DEVELOPER/SECOND PARTY\* which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the Second Part.



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For PREMIUM INFRATECH PVT. LTD.

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प्रलेख नः 13755

दिनौंक 11/09/2013

डीड सबंधी विवरण

ढीड का नाम AGREEMENT

तहसील/सब-तहसील गुडगांवा

गांच/शहर बायसाहपुर

भवन का विवरण

भूमि का विवरण

धन सबंधी विवरण

राशि 5,000,000.00 रुपये

स्टाम्प की राशि 100.00 रुपये

कुल स्टाम्प डबूटी की राशि 100.00 रुपये

P VENDOR

रजिस्द्रेशन फीस की राशि 15,000.00 रुपये

पेस्टिंग शुल्क 2,00 रुपये

Drafted By: C.L. Arora adv

Service Charge: 100.00 रुपरो

यह प्रलेख आज दिनाँक 11/09/2013 दिन बुधवार समय 2:26:00PM बजे श्री/श्रीमती/कुमारी Roshan Lal पुत्र/पुत्री/परनी श्री/श्रीमुक्कीर्व्यमारी Kundan Lal निपाली Vill Badshapur द्वारा पॅवीकरण होतु प्रस्तुत किया गया।

इस्तामर प्रस्तुतकत

sử Braham Parkash, Rosban Lae, Rom Niwas

टप/सर्देक्त प्रवीयन अभिकारी गृहगाँवा

उपरोक्त पंश्वतांच श्री/श्रीमती/कुमारी Thru VisasJain वलंगरहाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने मुनकर तथा समझकर रजीकार किया। प्रलेख के अनुसार 0,00 कपये की राशि द्रष्टेग्नर ने मेरे समक्ष पंश्वतां को अदा की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वोकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Ç.L.Arom पुरु/पुरी/पत्नी श्री/श्रीमती/कुमारी निनासी Adv Guegaco व श्री/श्रीमती/कुमारी S.C Arom पुरु/पुरी/पत्नी श्री/श्रीमती/कुमारी निवासी Adv guegaco ने की। साक्षों नः 1 को हम नम्बरखर/श्रीश्रवकता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

दिनाँक: 11/09/2013

उप/सर्बुकत पैजीयन अधिकारी गुडनांबा

### WHEREAS

- A. The Owners had represented that they are owners of lands admeasuring about 40 Kanal 13 Marla 9 Sirsai (equivalent to 5.084 acres approximately) in the revenue estate of Village Badshahpur, Tehshil & District Gurgaon, Haryana comprised in hadbast no. 87 more particularly described in the <u>Schedule I</u> hereunder (hereinafter referred to as the **Project Land**).
- B. The Owners are desirous of developing the Project Land into a Affordable Housing Scheme (Project), as may be permissible and approved but were not fully equipped with technical know-how, infrastructure and financial resources for the same.
- C. The Developer, based on its professional expertise and experience, had agreed to undertake development of the Group Housing project, under the proposed Affordable Housing Scheme of Haryana Government, including bearing the responsibility for planning, design, obtaining approvals, carrying out development and construction.
- D. The Developer through its own cost, expenses, fees shall obtain a LOI/Licence to develop the Project Land into a Affordable Housing Scheme and if requires get changed the Land use from agricultural to residential.

# NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH :-

- Project Land/Project.
- 1.1 The Project Land shall mean and comprise of land measuring about 40 Kanal 13 Marla 9 Sirsai (equivalent to 5.084 acres approximately) situated in the revenue estate of Village Badshahpur, Tehshil & District Gurgaon, Haryana and more particularly described in the <u>Schedule I hereunder</u>.
- 1.2 In pursuance of the obligations assumed by the Developer and subject to the terms of this Agreement, the Owners have made available the Project Land and place the same free of cost at the disposal of the Developer for the purpose of development and construction of a Group Housing project under the proposed Affordable Grouping Housing Scheme of Haryana Government on the Project Land (hereinafter referred to as the "Project")
- 1.3 The Land Owners have handed over physical possession of the Project Land to the Developer.

किम्मममात्रा रिष्युकी

For PREMIUM INFRATECH PVT. LTD

Reg. No. Reg. Year Book No.

13,755 2013-2014





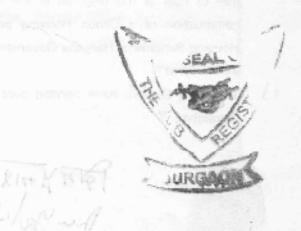


दावेदार





उप / सर्थुंकत पँजीयन अधिकारी



#### 2. Layout/Building Plans

- The Developer shall design/plan the Project for the proposed Affordable Housing Project 2.1 as permissible under the proposed policy for Development of Affordable Housing projects of Haryana Government and as per prescribed norms, rules and regulations under it.
- 2.2 The Developer shall immediately, on receipt of LOI/Licence proceed to get the building plans of the Project prepared through reputed architects for submission to concerned authorities for approval. The building plans shall be designed as permissible norms under the proposed scheme of Haryana Government.
- The Developer shall be entitled, as may be considered appropriate by it, to make any 2.3 modifications, changes or amendments in the building plans/layouts within the permissible framework of rules and bye laws, bye laws of the said policy.
- The Owners shall be obliged to take all steps as may be necessary and as may be 2.4 desired by the Developer to facilitate the procurement of LOI/Licence and the sanction of building plans and shall render all possible co-operation to the Developer in this respect.

#### 3 Approvals:

- The Developer agrees to obtain all requisite permissions, sanctions and approvals 3.1. including renewals where necessary as may be required from all concerned Authorities. conversion of land use, LOI/Licence and sanction of building plans for the development and construction of the Project. The Developer shall submit necessary building plans for sanction immediately on receipt of LOI/Licence.
- 3.2. The Developer shall secure all necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project.
- Owners shall fully cooperate in the submission of necessary applications/building plans 3.3. for approval and agree to sign all applications and execute necessary/required documents for that purpose and shall execute appropriate Power of Attorney in favour of the Developer and/or their nominees at the time of signing of this Agreement.

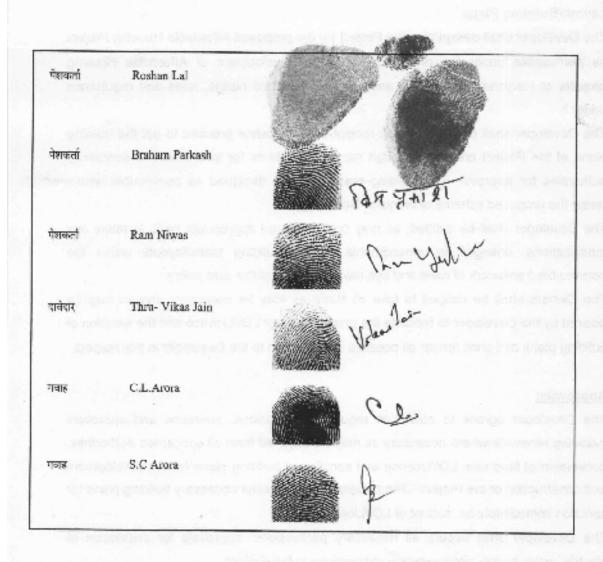
### Construction/Completion:

The Developer shall complete the constructions of the project within the period of four 4.1. years from the date of all approval of the project including sanction of building plans and receipt of Environment Clearance etc.

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For PREMIUM INFRATECH PVT, LTD.

Reg. No. Reg. Year Book No.



### प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 13,755 आज दिनोंक 11/09/2013 को बही न: 1 जिल्ह न: 13,051 के पृष्ट न: 43 पर पैंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्ह न: 3,122 के पृष्ट सख्या 26 से 27 पर जिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने इस्ताक्षर/निशान अंगुडा मेरे सामने किये हैं।

दिनोंक 11/09/2013

उप / सर्युक्त गुडगांबा

सर्वेकिक पैजीयन अधिकारी

- 4.2. The buildings shall be deemed to be complete when the Developer completes the construction and submits application with the authorities for obtaining completion/occupancy certificate.
- 4.5. The materials/specifications to be used for construction of the buildings shall be of good quality and as per norms/specifications prescribed under the said scheme of Haryana Government.

### 5. Completion Certificate:

5.1 The Developer shall apply for and obtain completion certificate of the project buildings at its own cost. The Developer reserves to itself the rights to obtain Completion/ occupancy certificate of the project in parts/phases

#### Work Force:

- 6.1 The Developer shall employ adequate number of qualified engineers, architects, consultants, skilled and unskilled workers to ensure due completion of the construction of the buildings under the terms of this Agreement.
- 6.2 It will be the obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time.
- 6.3 In case any claim is made by any worker or employee or by any third person against the Owners regarding the construction of the buildings, then the Developer will keep the Owners indemnified from such claims /liabilities.
- 8.4 If during construction, any injury is caused to any persons or property then the Developer alone will be responsible for the consequences and damages, if any, and in case the Owners are made liable to pay any amount on this account, then the Developer shall be liable to reimburse the same to the Owners. The Developer shall keep the Owners indemnified in this regard.

#### 7. Costs:

7.1. All costs and expenses including the fees of the Architects, Engineers, Consultants and staff/workforce of the Developer for preparation of layout/building plans and for obtaining of approvals including payment of submission fees, scrutiny fees, and all other charges/fees payable for obtaining statutory approvals including interest thereof if any shall be borne and paid by the Developer alone.

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FOR PREMIUM INFRATECH PVT. LTD.

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7.2. All costs and expenses relating to complete development of the Project Land and construction of the proposed project buildings including costs of materials, inputs, labour, supervision, installation of electric substations, transformers, generators, lifts, fire fighting equipments, any facilities, amenities as approved, shall also be borne and paid by the Developer.

### 8. Assurances /Representations:

- 8.1. The Owners have assured the Developer that the Owners have not entered into any type of transaction in respect of any part of the Project Land with any third party and that the Project Land is free from all and any encumbrances, charges, liens etc. thereon.
- 8.2. Without prejudice to the aforesaid assurance, in case any obligation/liability to any third party has been undertaken by the Owners with reference to the Project Land, the same shall be met and discharged solely by the Owners and the Developer shall be kept indemnified against any such obligations/liabilities.
- 8.3. The Owners have represented and assured the Developer that their right, title and interest in the Project Land is absolute, subsisting and marketable. The Owners agree to get any defects in their title to the Project Land rectified at their own cost and to keep the Developer Indemnified against any losses or damages as may be caused to the Developer.

#### Indemnities:

- 9.1 The Developer shall observe and comply with all rules, regulations, terms and conditions of licence, building plans and other statutory provisions including making of statutory payments as prescribed under the provision of said policy/scheme of Haryana Government. Developer shall keep the Owners indemnified against any losses, damages, consequences arising out of any violations by the Developer of any statutory provisions, payment terms or conditions of licence.
- 9.2 All claims whatsoever made by any party concerned with respect to construction by the Developer including suppliers of materials, equipments to be used in the constructions and completion of the scheme/buildings under this Agreement shall be borne and paid by the Developer. The Developer shall keep the Owners fully indemnified against all such claims and demands whatsoever.

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9.3 Owners shall keep the Developer indemnified against losses or damages as may be caused to the Developer on account of any defects in Owners' title to the Project Land or due to existence of any encumbrances thereon.

### 10. Security Deposit /Refund:

- 10.1 That the Developer has agreed to pay Rs.50,00,000/- (Rupees Fifty Lac only) per acre as non-refundable security deposit to land owners. Out of which developer has already paid Rs.5,00,000/- (Rupees Five Lac only) to land owners. The balance payment of security deposit will be paid by the developer to land owners on obtained of all sanctions/approvals.
- 10.2 The Developer shall be entitled to the refunds, if any, of any amounts deposited by them with various authorities in the name of the Owners for seeking approvals etc.

### 11. Considerations:

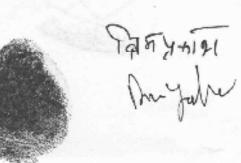
- 11.1 The consideration on the part of the Owners includes provision of the Project Land by them free of any charges and other obligations undertaken by them under this Agreement for development and construction of the Project.
- 11.2 The consideration on the part of Developer in terms of this Agreement, inter alia, includes obtaining of all approvals, carrying out development and construction of the project building at their own cost and all sums of money spent by them in connection with the Project including payment of all fees, charges on furnishing of bank guarantees, licensing expenses etc. as required to incurred with the Authorities concerned. The consideration on the part of Developer also includes obtaining of completion/occupancy certificate of the project buildings.

## Sharing of Revenue/Sale Consideration:

12.1. That in consideration of the contributions/obligations of the Owners and the Developer under this Agreement, it has been mutually agreed that the revenue generated through the project after deducting marketing cost such as printing cost, brokerage payable, publicity and advertising cost etc shall be shared between the Developer and the Owner in the following manner:-

Owners ----- 32% (Thirty percent)

Developer-----68% (Sixty Eight percent)



For PREMIUM INFRATECH PVT. LTD.

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For PREMIUM INFRATECH PVT LTG

As the Developer is required to incur heavy expenses in obtaining the approvals and completing the Construction the Developer shall be entitled to appropriate first seventy percent (68%) of the initial revenue received to its own account without sharing with the Land Owners. The Balance/next thirty percent (32%) revenue shall be given to the Land Owners.

### 13. Marketing:

13.1 The Marketing for the entire project shall be carried out by the Developer alone at a price not more than fixed by the Haryana Government. All the payments shall be received by the Developer who shall render the details of revenue generated to the Land Owners on completion of the project. The marketing will be done as per norms fixed by the Haryana Government under its said policy.

### 14. Maintenance of the Complex:

14.1 All the common areas and facilities of the Project/buildings shall be maintained by the Developer and/or their nominees in the manner prescribed under the Affordable Housing Scheme of Haryana Government.

### 15. <u>Taxes/Levies/Charges</u>

- All types of tax liabilities or any other type of financial obligations of the Owners with reference to the Project Land which might so far have been incurred by them shall be met and discharged by the Owners. The Owners undertake to keep the Developer fully and completely harmless and indemnified against any such liability or financial obligations of the Owners. That all taxes including property taxes, charges, levies or any outflows from the date of making of offer of possession shall be shared between the Owners and Developer in the ratio of their share in the Project.
- 15.2 That in case after the signing of this agreement or completion of the Project (part or full) some new taxes/levies/charges are imposed or increased the same shall be shared between the Owners and Developer in the ratio of their share in the Project.
- 15.3 This Collaboration Agreement under no circumstances shall be considered as a partnership between the Land Owners and Developer. Both the parties shall be individually responsible for payment of Income Tax or any other tax arising out of this Agreement.

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For PREMIUM INFRATECH PVT, LTD.

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### 16. Powers of Attorney:

- 16.1 The Owners do hereby appoint, nominate and constitute the Developer and its nominees Mr. Parveen Jain and Mr. Vikas Jain Sons of Mr. S.C.Jain as our true and lawful attorneys to do, jointly and severally, all or any of the following acts, deeds and things in our name and on our behalf in respect of the Project and Project Land.
- 16.2 To sign/execute all applications, documents, affidavits, undertakings, indemnity bonds, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of this Agreement.
- 16.3 To obtain all requisite approvals including LOI/Licence and of building plans, and in that connection to submit any applications, affidavits, undertakings and to deposit any fees, charges etc.
- 16.4 To raise loans from any financial and banking institutions and/or private parties for meeting the cost of construction of the Project and to deposit the title deeds of the Schedule Land with the lending bank/financial institutions.
- 16.5 To sell, book, allot the whole or any part of the areas, to enter into agreements and to receive consideration in the name of the Developer.
- 16.6 The buyers may require to raise loans for the purchase of the flats. The Developer shall be entitled to issue no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in favour of any banks/financial institutions without creating any liability on the Owners.
- 16.7 To appear before the Registrar or Sub-Registrar or any other authority competent in this behalf, to present for registration the said sale deeds and documents and admit the execution thereof and give acknowledgement/receipts of the payments and to do other acts that may be necessary for the registration of the sale deeds and to sign and deliver proper receipts.
- 15.8 The Owners agree to execute on completion of the Project all such documents, deeds of transfer of proportionate undivided interest in land in favour of the buyers and to execute appropriate Power of Attorney for this purpose in favour of the Developer and/or its nominees at the time of signing of this Agreement.

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FOR PREMIUM INFRATECH PVT. LTD

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### 17. Insurance/Calamities:

17.1. During the period of construction till the date of completion of the scheme, the Developer shall keep the buildings properly insured against fire, war, natural calamities, riots etc., and shall pay the premium for that purpose.

### 18. Raising of Loans/Finance for construction:

18.1 The Owners agree that the Developer can raise any loan for development and construction of the Project buildings from any bank/financial institution as the Developer may think fit for the purpose of financing construction, development and or for issue of bank guarantees in favour of any concerned authorities in respect of the Project and for this purpose the Developer shall be entitled to place title deeds of the Project Land with the banks/ financial institutions. The Owners shall sign all necessary papers for the purpose of depositing title documents with the lending banks/financial institutions and issue a Power of Attorney for this purpose in favour of the Developer.

### Execution of Sales Deeds:

19.1 Without prejudice to the generality of the aforesaid, it is agreed that after due completion of the project buildings, the Owners shall execute the Sale Deed or Deeds in respect of proportionate undivided interest in the Project Land in favour of the buyers at the cost and expenses of the buyers. The Owners agree to execute an irrevocable Power of Attorney or any other required document to this effect in favour of the Developer and its nominces for this purpose at the time of signing of this Agreement.

#### 20. General:

20.1 The name of the Project shall be decided by the Developer.

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- 20.2 This agreement contains all the terms and conditions that have been agreed to between the parties. On the execution of this Agreement, all other documents, offers and proposals contained in other documents which are not expressly made a part of this Agreement shall be deemed to have been cancelled and are not to be referred to or relied upon in any way or used for purpose of interpreting the terms of this contract and the rights of the parties hereunder.
- 20.3 No amendment or modification in this Agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each

For PREMIUM INFRATECH PVT, LTD.

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FOR PREMIUM INFRATECH PVT. LTD.

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- party and such writings are expressly stated and accepted as being an amendment to the Agreement.
- 20.4 If any provision of this Agreement shall be determined to be void or unenforceable under the applicable law, such provisions shall be deemed to be deleted or amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 20.5 The Owners and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owners and the Developer nor shall the Owners and the Developer in any manners construe it is an association of persons unless and except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
- 20.6 Neither party shall be doesned to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or a duly authorised person. No delay or omission in the exercise of any right or remedy shall be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
- 20.7 All communications/notices between the parties shall be sent through Registered A/D Post at the addresses of the parties given above or against receipt by hand.
- 20.8 The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.9 The Developer shall be entitled to assign its rights and obligations under this Agreement to any third party at its own cost.
- 20.10 The Developer shall not accept booking of any unit before the grant of license/approval of Haryana Government.
- 20.11 The Developer shall be responsible for compliance of all terms & conditions of license/provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the Project or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
- 20.12 This Agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of such agreement can be undertaken, without mutual consent, except after obtaining prior approval of the DGTCP, Haryana

Parydul Duyder

For PREMIUM INFRATECH PVT. LTD.

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- 21. Arbitration:
- 21.1 Disputes, if any, that may arise between the parties with respect to this Agreement, or interpretation of terms, or its performance or execution shall be settled by reference to Arbitration under the provisions of Arbitration & Conciliation Act of 1996. The venue of arbitration shall be Gurgaon.
- 22. Jurisdiction:
- 22.1 This Agreement shall be subject to the jurisdiction of Gurgaon/Haryana Courts only.

IN WITNESS WHEREOF the parties hereto have signed this Agreement in the presence of witnesses on the day, month and year first above written.

In 1917 3 Advocate
Distr. Courts, Ourgaon

Owners
For PREMIUM INFRATECH PVT. LTD.

For Premium Infratech Pvt. Lowector

Developer

1. C. L. ARORA

Advocate Distt. Courts, Gurgaon

2.

S. C. Afgra Advocate viel Courts, Gurgaos

For PREMIUM INFRATECH PVT, LTD.



Schedule - I Schedule of Land

Rectangle No.	Kila Nos.	Area		
		Kanal	Maria	Sirsai
77	1 min	2	3	3
	2/1/1 min	0 .	6	6
	`2/1/2	6	1	
	`2/2	0	18	
	3	7	2	
	.8	7	16	
	9	8	0	
78	`5/1	4	8	
	5/2 min	0	18	
	6 min	3	1	
Total		37	73	9
or		40	13	9

Say

5.084 Acres

Par July an

For PREMIUM INFRATECH PVT. LTD.



