



हरियाणा HARYANA

L 109015

Stamp Rs. 100/-

COLLABORATION AGREEMENT

This collaboration agreement (hereinafter referred to as 'Agreement') is made and executed at Faridabad on this 16th day of August, 2013.

BETWEEN

Shri Bharat Pal Singh S/o Sh. Chhidda Singh
Resident of House No. 411, Sector-17, Faridabad (hereafter referred to as the OWNER / FIRST PARTY being the party of the ONE PART).

AND

M/s Emerald Home Developers Pvt. Ltd., a company duly registered under the Companies Act, 1956, having its regd. Office at 6/97, DDA Flats, Madangir, New Delhi through its Authorized Director Sh. Chhidda Singh, who has been duly empowered to sign and execute this agreement vide Resolution dated 31.07.2013 passed by the Board of Directors (hereinafter referred to as the DEVELOPER / SECOND PARTY being the party of the OTHER PART).

OWNER / FIRST PARTY AND DEVELOPER / SECOND PARTY

Collection Agency

Bharat pal singh

दिनांक 23/08/2013

प्रलेख नं: 10025

डीड का नाम AGREEMENT	डीड संबंधी विवरण
तहसील/सब-तहसील फरीदाबाद	गांव/शहर पलवल भवन का विवरण
	भूमि का विवरण
	धन संबंधी विवरण
राशि 0.00 रुपये स्टाम्प की राशि 100.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 0.00 रुपये पेस्टिंग शुल्क 3.00 रुपये

Drafted By: M.K Gaur ADV

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 23/08/2013 दिन शुक्रवार समय 1:23:00PM बजे श्री/श्रीमती/कुमारी Bharat pal singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Chhidda singh निवासी fbd द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता




श्री Bharat pal singh

उप/सयुक्त पंजीयन अधिकारी
फरीदाबाद

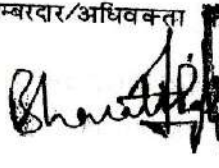
SUB REGISTRAR
FARIDABAD

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Emerald Home Dev. Pvt. Ltd. thru Chhidda singh दख्खार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.B Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Adv निवासी fbd व श्री/श्रीमती/कुमारी Dinesh joshi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Devi dutt निवासी fbd ने की।

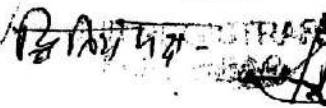

साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा साक्षी न:2 की पहचान करता है।

दिनांक 23/08/2013




H.B. SINGH

उप/सयुक्त पंजीयन अधिकारी
फरीदाबाद

successors wholly owned subsidiaries and the permitted assigns.

WHEREAS:

- A. The first party, is the owner and in possession of the land admeasuring 47 Kanal 10 Marlas situated in the Revenue Estate of Village Kheri Kalan, Palwali, Tehsil and District Faridabad (Haryana), falling in Sector-88, Faridabad, the details whereof are fully described in the Schedule annexed and marked hereto as ANNEXURE - 'A'. (Hereinafter for the sake of brevity referred to as the 'SCHEDULED LAND').
- B. The first party represents and assures that he is absolute owner in possession of the Schedule Land which is free from all sorts of charge, lien, litigation, prior agreements, mortgage, lease notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, joint venture or any other kind of encumbrance whatsoever.
- C. The first Party represents that he has already obtained License No. 124 dated 14.06.2008 for the development of said land into Group Housing Colony from the office of Director General Town and country Planning Haryana at Chandigarh.
- D. The First Party further represents, warrants and assures that he is fully authorized and entitled to deal with transfer or dispose of the Scheduled land in any manner as he deems fit.




- E. With assurances and representations, as aforesaid, the First Party has approached the Second Party who are engaged in the business of the real estate development, and construction to collaborate for development of Scheduled land for Group Housing Colony at the cost and expense of the Second Party and to share the sale proceeds of the developed areas, between themselves.
- F. After detailed discussions, the Parties have arrived at a broad understanding which they now wish to record in writing as mentioned herewith in this Agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, DECLARED, AND CONVENANTED BY AND BETWEEN THE PARTIES AS UNDER :

1. That the subject matter of this Collaboration Agreement between the parties is the Scheduled land admeasuring 47 Kanal 10 Marlas of land (Approximately) situated in Village Kheri Kalan & Palwali, Tehsil & District – Faridabad (Haryana), falling in Sector – 88, Faridabad for the purpose of development and construction of the Group Housing Colony thereon on Collaboration basis and sharing of sales proceeds of the developed area between them in the ratio as provided in this Agreement.



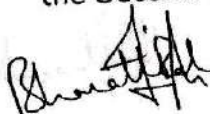


That the First Party is the owner in possession of the Scheduled land detailed in Annexure - A, annexed hereto.

3. That the Second Party, has agreed to develop the Scheduled land for Group Housing Colony. The First Party has executed the necessary GPAs and SPA in favour of the Second Party for the implementation of this agreement. The necessary License for development of Group Housing Colony and all other permission and sanctions have already been obtained by the First Party however in case of any renewal / extension / transfer of License, is required all expenses / fees etc. shall be borne by the Second Party.

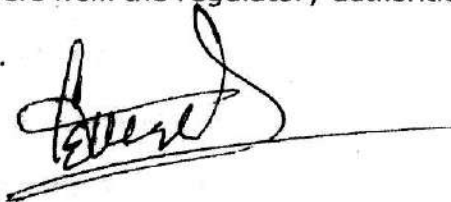
4. **Revenue Sharing :**

- i) That in consideration of the Second Party obtaining sanctions / approvals, permissions and they are timely renewals as and when falls due etc. for development of the Scheduled Land and construction of Group Housing Colony thereon, at its own cost, expense and resources, the Second Party shall be entitled to retain 70% of BSP and the First Party shall get 30% of the BSP, pertaining to residential units / flats.
- ii) The revenue out of commercial units shall be shared in the ratio of 25% of BSP to the First Party and 75% of BSP to the Second Party.



- iii) Keeping in view the provisions of the local authorities / state government all type of revenue gathered out of Public Amenities like school etc. but excluding club, whether by way of construction or by way of leasing out of land for construction and running, shall be shared in the ratio of 25% to First Party and 75% to Second Party.
- iv) It is the statutory obligation of the Developer / Second Party to construct and develop certain percentage of units for Economically Weaker Section of the Society. The Second Party shall construct the EWS Flats at its cost and shall like wise retain the entire revenue etc. on this account. the development of EWS Flats, their booking / sale, all rights benefits and obligations connected there with are the sole responsibility of the Second Party.
5. That the First Party has handed over the ownership documents of the Scheduled land to the Second Party such, as Sale Deeds (certified copies), original Jamabandis, Sajraplan, Mutuation, Khasra Girdawaris etc. The First Party further undertakes to produce any further documents or proof of ownership of the Scheduled Land as may be required by the Second Party / local authorities from time to time for any approval or sanction to be obtained by Developers from the regulatory authorities in State / Central Government.





6. That all Sanctions / approvals etc. as aforesaid, has already been obtained in the name of the Owner / First Party and those shall be followed up by the Second Party or its representative with the concerned regulatory authority in Faridabad or elsewhere in the state of Haryana / Central Government / Competent Authority for this purpose, First Party has already executed one special Power of Attorney in favour of the Second Party.

7. That the First Party shall extend its full co-operation to the Second party, for the purpose of obtaining the sanctions and approvals etc. as may be necessary or required for the development of the Scheduled Land or renewal of sanctions and permissions already obtained.

8. That the First Party has already executed an irrecoverable General Power of Attorney and / Special Power of Attorney in favour of the Second party authorizing it and its nominated representatives to submit and to follow up all the application, forms, affidavits, undertakings, guarantees etc., whatever may be required for grant of sanction / extension thereof, Building Plans, Water, Sewerage and Electricity connections or any other facility or amenity for and in connection with the construction of the Group Housing Colony on the Scheduled Land as well as for applying for permission to transfer of License with DTCP, to book units for sale receive payments execute agreements, issue permission to create mortgage, tripartite agreement of individual

1. D S


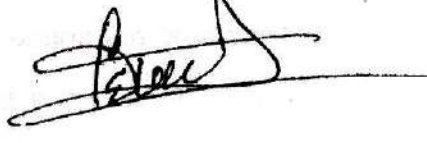
allottees and all other connected documents pertaining to the sale of units, including execution and registration of respective sale deeds in favour of the individuals units holder. It is also agreed that the First Party shall also sign and execute all such applications, documents, letters, affidavits, undertakings, as may be required for purposes of obtaining sanction / occupation & completion and construction of Group Housing Colony on the Scheduled Land.

9. That the Second Party agrees to develop, construct and complete Group Housing Colony on the Schedule, Land as agreed herein, with its own finances, funds, resources and labour, according to the drawings, plans, designs, as prepared by the recognized Planners and Architects and approved and sanctioned by the Director, Town and Country Planning Haryana. All claims and legal liabilities (civil or criminal) pertaining to and arising out of construction and development activities shall be the sole responsibility of Second Party. The Second party shall remain liable for violation, if any, of any rules / by - laws / regulations framed by the concerned authorities for all acts done by it in this regard.
10. That the total cost of construction of the proposed Group Housing Colony on the Scheduled Land including all civil works, drinking water supply, sanitation, plumbing work, electrical installations, landscape, boundary wall and / or other

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by the Second Party.

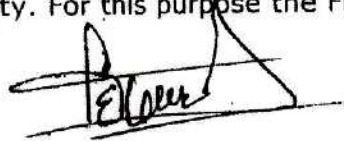
11. That External Development Charges / IDC / Enhanced EDC (substantial part has already been paid by First Party) the Second Party undertakes to pay the remaining external Development Charges and enhanced EDC to the office of Director General Town & Country Planning, Haryana or any other Department or Authority, in respect of development of the Schedule Land. Similarly whenever so demanded by the authorities Bank Guarantee(s) required to be given to the concerned authorities for development and construction of Group Housing Colony on the Scheduled Land shall also be given by the Second Party as per requirements of law and the guidelines issued by the Director, Town & Country Planning, Haryana from time to time.
13. That all outgoings, taxes, levies, charges, duties, outstanding etc., levied in respect of the Schedule Land up to 31.03.2013 shall be borne by the First Party and all outgoings, taxes charges etc, aforesaid, from 01.04.2013 shall be borne and paid by the Second Party.
14. However, it is agreed that after completion of the Group Housing Colony, the Parties hereto shall pay and satisfy all such taxes, levies, charges duties etc. including municipal and / or local

taxes, in proportion to their respective share of unsold stock of the sealable area available after development.

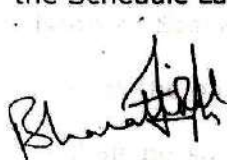
15. That the First Party undertakes and accepts what is expressly provided herein that the First Party or any other person claiming through him shall not in any way, transfer, encumber, mortgage or part with his right, title or interest in the Scheduled Land or create any sort of lien or charge or Encumbrance in the commencement and completion of works on the Group Housing Colony in any manner whatsoever.
16. That the First Party has already delivered the vacant physical possession of the Scheduled Land, to the Second Party, which shall continue to remain in possession of Developer as Licensed Land until the completion of the Project and Execution of the all the Conveyance Deeds in favour of individual unit buyer.
17. That the Second Party shall be well within their rights to mortgage the Scheduled Land, create any charge, lien or encumbrance upon Scheduled Land for the purpose of raising finance from any Person, Group of Persons, Financial Institutions / Banks as may be required for the development and construction upon the schedule land and / or payment of statutory dues / levies to the concerned authorities without creating any obligation of interest / principal amount of the loan upon the First Party. For this purpose the First Party has assured

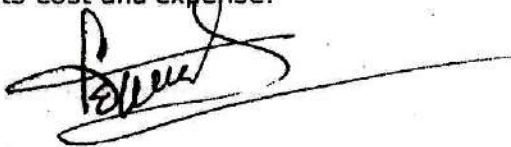




the Second Party that whenever required, the First Party shall executed the necessary mortgage documents or visit the Bank / Financial Institution for mortgaging the Schedule Land as Collateral Security.

18. That the Second Party shall carry out construction of the Group Housing Colony on the Scheduled Land strictly in accordance with the plans & drawing approved & sanctioned by the regulatory authorities and the byelaws, rules, regulation, guidelines applicable to the areas.
19. That the Second party shall endeavor to achieve maximum FAR whilst preparing the building plans for construction of the Group Housing Colony. In the case of any permission from the concerned authorities to increase the FAR the same shall be divided between the parties in their respective sharing ratio.
20. That the Second Party shall also obtain the Occupation / Completion certificate of the Group Housing Colony developed on the Schedule Land at its cost and expense.





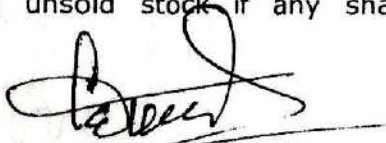
Marketing Policy :

21. i) That the Second Party alone shall handle the marketing sales, etc. of all the saleable area in Group Housing Colony, available after development.
- ii) That during the period of development or otherwise, the Second Party is entitled to book areas / spaces for sale and to sign the requisite Agreement with the prospective buyers and to receive the payment. Instruments of sale deeds in favour of individual buyers shall be signed by the Second Party on the basis of a duly registered Power of Attorney executed by the First Party.
- iii) All type of other charges such as Additional Charges, Car Parking Charges, Preferential Location Charges, External Development Charges, Electric Connection Charges, Fire Fighting Charges, Administration Charges, etc. shall be retained and dealt with by the Second Party and the First Party shall have no right upon the collection in these accounts.

Division of Stock :

22. i) That the parties have agreed that the entire saleable area shall be sold within 4 years of getting the building plans sanctioned and obtaining environmental clearance whichever is later. However, the period of 4 years can be extended with the mutual consent of both the parties. Thereafter, the unsold stock if any shall be divided


R. Harshad


B. Srinivas

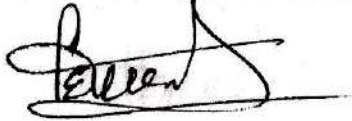
between the parties in their respective revenue sharing ratio. At the time of Division of unsold stock the First Party shall be liable to pay 3% of BSP towards marketing and publicity expenses on the stock - falling to their share, in addition to all other charges and additional charges, as already would have been demanded by the Second Party up to the date of division, with in 30 days of the of units in their favour.

- ii) The Second Party shall allow the First Party, one additional transfer facility "Free of Cost" beyond the normal policy of the Second Party, pertaining to the units transferred in the name of First Party.
- iii) That Second Party shall endeavor to give the First Party, the maximum stock tower wise or in the shape of clusters as may be feasible with the mutual consent of both the parties.

Miscellaneous ;


23. i) That in the event of any 'Force Majeure' circumstance, if the Second Party is unable to commence and complete the work on the Group Housing Colony as agreed herewith, or this Agreement is rendered impossible of performance under any provision of law or direction of the State Govt. or any other authority(ies) of the State Govt. or the Central Govt. the First Party shall reimburse the entire

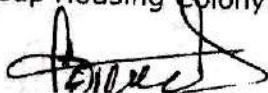




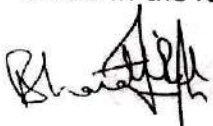
Expenses incurred by the Second Party upon this Group Housing Project.

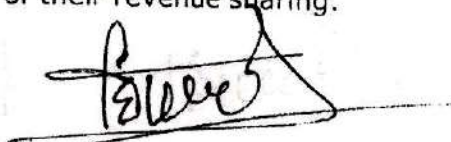
- ii) That the Second Party shall be entitled, to the refund of all the fees, security deposits and other deposits of whatsoever nature deposited with various statutory authorities for seeking various approvals, sanctions and service connections etc. The First Party undertakes that if he receives the refund from the concerned authorities directly then the same shall be conveyed within 7 days to the Second Party. Any delay in conveying the refund, the Second Party shall be entitled to charge interest @ 24% p.a.
- iii) That the Second Party shall observe all the safety norms and fire fighting standard for and in connections with the construction of the Group Housing Colony on the Schedule Land. Fire safety norms installed and adopted in the complex shall conform to the requirement as stipulated by the local authorities from time to time.
- iv) That the performance of the obligations by the parties hereto under this agreement shall be subject to "FORCE MAJEURE" conditions, such as, earthquake, lightening, civil commotion, war, enemy action or any other similar circumstances beyond the reasonable control of the parties. In such eventually, the Second Party shall also be entitled to a reasonable extension of time, agreed herein above, for completion of Group Housing Colony.

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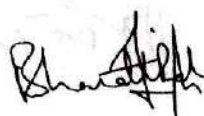


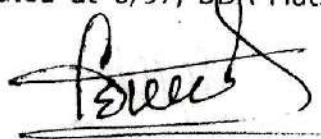
- v) That the Parties shall directly / independently meet the requirements of Income Tax or any other tax liability in respect of their respective shares of revenue and sale proceeds of the developed areas or other receivables there from. In other words, the owners shall be liable for any type of tax liability upon the proceeds of BSP shared by them. However all the tax liabilities pertaining to the development of the project shall be exclusively taken care by the Second Party.
- vi) That the Group Housing Colony shall be developed by the Second Party subject to the provisions of the Haryana Development and Regulation of Urban Areas Act 1975 and/ or any other statutory provisions as applicable from time to time. The Second Party shall file the requisite Declaration Deed in the name and on behalf of the First Party or jointly as per law after completion of the Group Housing Colony.
- vii) That it is also agreed that the Group Housing Colony shall be maintained either by the Second Party itself or by a well known professional agency to the exclusively nominated by the Second Party. However, the First Party shall not be entitled for any share of revenues / profit on this account. Maintenance Charges shall be paid by the occupiers / apartment buyer in proportion to their area. Further, the parties hereto shall bear the maintenance for the unsold areas in the ratio of their revenue sharing.





- viii) That the First Party shall not assign, transfer, or encumber its rights and obligations under this Agreement, in any manner whatsoever.
- ix) The Second Party shall be free to appoint any labour, contractor, agent etc., for purposes of construction, marketing and matters incidental thereto.
- x) That this Agreement shall in no manner be constructed as creating any partnership or principal - agent relationship between the Parties.
- xi) That if any part of this Agreement is determined to be void or unenforceable, the said part shall be deemed to have been amended or deleted and the remaining portion of this Agreement shall remain operative being capable of performance.
- xii) That any change, modification, alteration or any amendment, whatsoever, in this Agreement shall be made only with the mutual consent of both the Parties.
- xiii) That all notices and correspondence to be issued to First Party shall be issued through Registered post Acknowledgement due, address to Sh. Bharat Pal Singh, H.No. - 411, Sector - 17, Faridabad, which shall be construed as valid and effective delivery upon First Party.
- xiv) That all notices and correspondence to be issued to Second Party shall be issued through Registered post Acknowledgement due, addressed to Registered Office of Second Party situated at 6/97, DDA Flats, Madangir New





Land under ownership of Bharat Pal Singh

Village Name	Khasra No.	Killa No.	Area	
			K	M
Palwadi	39	1	0	9
	40	5	1	5
Kheri Kalan	3	11/2	2	19
		20/1	4	0
	4	(Min) 15	1	0
		(Min) 16	1	0
Kheri Kalan	3	10	8	0
		11/1	5	1
	4	(Min) 6	1	0
	3	1	7	12
		2/1	3	0
		5	0	5
Kheri Kalan	3	20/2	4	0
		21	8	0
	6	1/2	1	9

Full 35K-11M land is under the ownership of Bharat Pal Singh

Out of 13K-9M, 11K-19M land is under the ownership of Bharat Pal Singh

Bharat Pal Singh

Emerald Home Developers PVT. LTD.

[Signature]

for details
12-11-2011

[Signature]



Delhi - 110.020, which shall be constructed as valid and effective delivery upon the Second Party.


24. Arbitration :

That all disputed and differences, arising out of or in connection with this Collaboration Agreement shall be referred for Arbitration Tribunal consisting of 03 Arbitrators. Both the parties shall appoint / nominate 01 Arbitrator each and both the appointed Arbitrators shall thereafter appoint a *third* Arbitrator (Umpire). Venue of Arbitration shall be at Faridabad or at any other place being mutually decided between the Parties. The Arbitral Award shall be passed as per the provision of Arbitration and Conciliation Act 1996 and shall be duly executable.

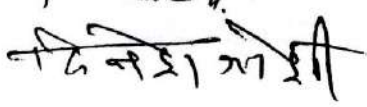
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS agreement on the day, month and year first above mentioned in the presence of witnesses.

SIGNED AND DELIVERED



WITNESSES :

1. 
H.R. SINGH
ADVOCATE
C-11, Sector-14, Faridabad

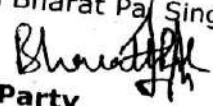
Dinesh Kumar
Sh. Devi Dutt
R/o Sarai Khawjis,
Faridabad.



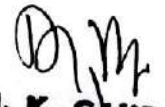
EXECUTANTS


First Party  

1. Sh Bharat Pal Singh

Second Party 

M/s Emerald Home Developers Pvt. Ltd.
Through its authorized Director
(Sh. Chhadda Singh)


M. K. GAUR
Advocate

 *U.T.I.*

Reg. No. 6002 Reg. Year 2013-2014 Book No. 1



पेशकर्ता

पेशकर्ता

Bharat pal singh



दावेदार

दावेदार

M/s Emerald Home Dev. pvt. Ltd. thru Chhidda singh

गवाह 1:- H.B Singh

गवाह 2:- Dinesh joshi

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6,002 आज दिनांक 23/08/2013 को बही नः 1 जिल्द नः 0 के पृष्ठ नः 42 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 5 के पृष्ठ सख्या 76 से 78 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 23/08/2013

उप/सयुक्त पंजीयन अधिकारी
फरीदाबाद

SUB REGISTRAR
FARIDABAD

