

7638



हरियाणा HARYANA

L 296000

DEED OF AMENDMENT
IN COLLABORATION AGREEMENT

This Deed of Amendment in collaboration agreement (hereinafter referred to as 'Agreement') is made and executed at Faridabad on this 02nd day of September, 2014.

BY AND BETWEEN

Shri Bharat Pal Singh S/o Late Sh. Chhidda Singh resident of House No. 411, Sector-17, Faridabad (hereafter referred to as the OWNERS / **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 6/7, DDA Flats, Madangir, New Delhi through its authorized director **Sh. Piyush Kumar** who has been duly empowered to sign and execute this Deed of Amendment in COLLABORATION AGREEMENT vide Resolution dated 24.08.2014 passed by the Board of Directors (hereinafter referred to as the DEVELOPER / **SECOND PARTY** being the party of the OTHER PART).

Bharat Pal Singh

EMERALD HOME DEVELOPERS PVT. LTD.

Sh. Piyush Kumar
Direct

1w

Bharat Pal Singh s/o Chhidda Singh

R/o fm

दिनांक 05/09/2014

प्रलेख नः 7638

डीड का नाम AGREEMENT	डीड संबंधी विवरण Agg with M/s Emerald Home Developer		
तहसील/सब-तहसील फरीदाबाद	गांव/शहर पलवली	Plt 200	
भवन का विवरण			
भूमि का विवरण			
धन संबंधी विवरण			
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये		
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये	पेस्टिंग, शुल्क 6.00 रुपये	

Service Charge: 200.00 रुपये

Drafted By: M.c Saxena Adv

यह प्रलेख आज दिनांक 05/09/2014 दिन शुक्रवार समय 4:28:00PM 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/संयुक्त पंजीयन अधिकारी
For SUB REGISTRAR
फरीदाबाद
FARIDABAD

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Emerald Home dev. pvt. Ltd thru Piyush दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों व दोनों पक्षों के सुश्रवण किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता 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 s K batra पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Adv निवासी fbd व श्री/श्रीमती/कुमारी Virpal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Inder singh निवासी fbd ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा ब्रह्म साक्षी नः 2 की पहचान करता है।

दिनांक 05/09/2014

उप/संयुक्त पंजीयन अधिकारी
For SUB REGISTRAR
फरीदाबाद
FARIDABAD

S. K. BATRA
Advocate
Distt. & Session Court, FBD.

द्वितीय पक्ष -

नो नो विस्ले

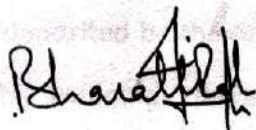
The terms "OWNERS / FIRST PARTY" and "DEVELOPERS / SECOND PARTY" shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include their respective nominees, heirs, successors wholly owned subsidiaries and the permitted assigns.

WHEREAS the parties herein have already executed one collaboration agreement on 16.08.2013 which was duly registered on 23.08.2013 as document no. 6002 in Bahi No. 1, jild no. 0 at page no. 42, herein after referred as collaboration agreement.

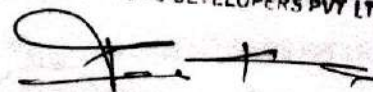
AND WHEREAS one collaboration agreement was also executed by the Late Sh. Chhidda Singh F/O Sh. Bharat Pal Singh (First Party) With The Second Party on 16.08.2014 for his Land Measuring 01 Kanal 10 Marla which was duly registered on 23.08.2013 as document no. 5997 in Bahi No. 1, jild no. 0 at page no. 42, herein after referred as collaboration agreement jointly with Collaboration Agreement executed by First Party.

AND WHEREAS Sh. Chhidda Singh has passed away on 15.10.2013 leaving behind his wife & three sons (Including the First Party) as such Sh. Bharat Pal Singh (First Party) became one fourth (1/4) share holder/owner of this 1 Kanal 10 Marla Land.

AND WHEREAS the other LR's of Late Sh. Chhidda Singh/Co-sharers of First Party namely Smt. Phoola Devi (Mother of First Party) and Sh. Suraj Pal Singh, And Sh. Kiran Pal Singh (Brothers of First Party) have transferred their respective shares (one fourth each) in favour of First Party as such the First



THE CALPINE DEVELOPERS PVT LTD



Direct

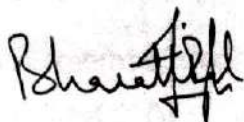
Party has become Lawful owner of complete land portion of 1 kanal 10 Marla land which earlier belonged to his Father Late Sh. Chhidda Singh

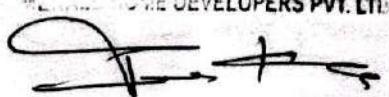
AND WHEREAS the First Party was already owner and in possession of 47 Kanal 10 Marla licensed Land which is contiguous with this 1 Kanal 10 Marla land as such the First Party is Lawful owner of total 49 Kanals Of Licensed Land Details of which are already mentioned in main Collaboration agreements and this present deed of amendment is being executed for entire 49 Kanals of Licensed Land.

AND WHEREAS after entering in these collaboration agreements the Second Party has launched its Group Housing Project and has also started marketing/sales of units. The Second Party has incurred huge expenses upon promotion and marketing of this project.

AND WHEREAS owing to the overall downward trend in property prices, more pricesely in Greater Faridabad due to slow infrastructure development of roads and other essential amenities the sale response has been extremely poor/much below the calculated and expected as such the Second Party finds the present project non viable at present revenue sharing terms and conditions.

AND WHEREAS both the party have sit together and after long discussions and several meetings and for the reasons mentioned in fore going paras, The parties herein have mutually consented to modify the revenue sharing pattern (pertaining to residential units/flats only) and for re-imbursement of amount of External Development Charges / IDC / Enhanced which have been duly paid/deposited by the first party with the office of Director General Town and Country Planning, Haryana at Chandigarh in respect of development of



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Direct

this 49 Kanals schedule/licensed land, the same is recoverable by the Second Party from its esteemed customers/purchasers of the flats.

AND WHEREAS now both the parties are desirous that the terms and conditions of proposed revenue sharing as well as re-imbursement of External Development Charges / IDC / Enhanced EDC be incorporated in the collaboration agreement hence this deed of amendment in collaboration agreement.

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

1. That in consideration of the Second Party obtaining sanctions/approvals/permissions and their timely renewals as and when it falls due, etc. for development of the scheduled land and construction of Group Housing Colony there upon, at its own cost, expenses and resources, the Second Party shall be entiteled to retain 80% of the basic sale price (B.S.P) and the First Party shall get 20% of the B.S.P. pertaining to residential units/flats.
2. That the entire amount of External Development Charges / IDC / Enhanced EDC which has been deposited by the first party with the office of Director General Town & Country Planning, Haryana at Chandigarh. Shall be re-imbursed by the second party to the first party.
3. That the aforesaid amount of External Development Charges / IDC / Enhanced EDC shall be recoverable by the second party/ developer from its Esteemed Customers/purchasers of flats how ever second

ONE DEVELOPERS PVT. LTD.

Schedule of Land under ownership of Bharat Pal Singh - Annexure-'A'

Village Name	Khasra No.	Killa No.	Area	
			K	M
		1	0	09
Palwali	39			
	40	5	1	05
		11/2	2	19
Kheri Kalan	3			
		20/1	4	00
		(Min) 15	1	00
	4			
		(Min) 16	1	00
		10	8	00
Kheri Kalan	3			
		11/6	5	01
		(Min) 6	1	00
	4			
		1	7	12
	3			
		2/1	3	00
		5	0	05
	4			
		20/2	4	00
Kheri Kalan	3			
		21	8	00
		1/2	1	09
	6			
			49	00
			6.126 Acres	



THE DEVELOPERS PVT LTD

[Handwritten Signature]

party has admitted this amount as payable to the first party since the date of collaboration agreement i.e. 16.08.2013.

4. That the mode and schedule of the re-imburement of aforesaid amount of External Development Charges / IDC / Enhanced EDC shall be as per mutual consent and convenience of both the parties.
5. That all other terms and conditions of both the collaboration agreements dated 16.08.2013 shall remain unchanged and binding upon both the parties.


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

SIGNED AND DELIVERED

WITNESSES :

EXECUTANTS

1.


S. K. BATRA
Advocate
Distt. & Session Court, FBD.

First Party


SH. BHARAT PAL SINGH

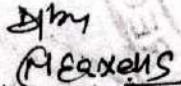
Second Party

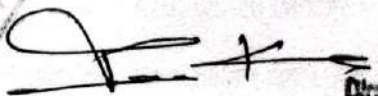
M/s Emerald Home Developers Pvt. Ltd.

Through its Authorized Director:

SH. PIYUSH KUMAR

EMERALD HOME DEVELOPERS PVT. LTD.


M.C. SAXENA
ADVOCATE


Direct

M.C. SAXENA
ADVOCATE



*Vijpal P. Sh. Indar Singh
R/o vill. Chandawali, Rao
Vijpal*

Reg. No.

7,638

Reg. Year

2014-2015

Book No.

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता

Bharat pal singh

दावेदार

M/s Emerald Home dev. pv

गवाह

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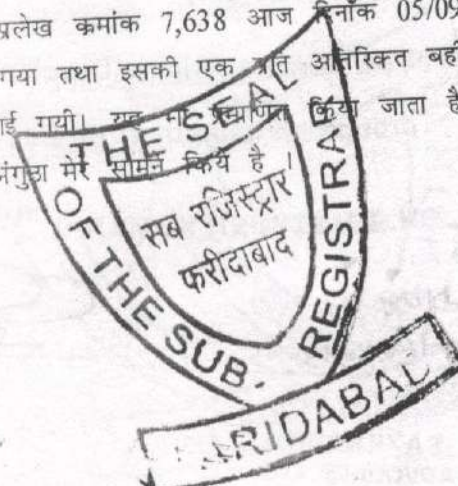
गवाह

Virpal

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7,638 आज दिनांक 05/09/2014 को बही न: 1 जिल्द न: 0 के पृष्ठ न: 22 पर पंजीकृत किया गया तथा इसकी एक प्रति आतिरिक्त बही सख्या 1 जिल्द न: 2 के पृष्ठ सख्या 52 से 54 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 05/09/2014



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