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हरियाणा HARYANA

M 062927

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Sonipat, Haryana on this 14th day of March, 2013.

BETWEEN

Smt. Sunita Narula W/o Sh. Chander Mohan Narula is resident of 300, Tagore Park Extn, Model Town, Delhi, (hereinafter referred to as "OWNER/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

CMD Pardesi Developers Pvt. Ltd., a company, registered under the provisions of the Companies Act, 1956 having its registered office at 901, ITL twin Towers, Netaji Subhash Place, New Delhi acting through its authorized signatory/director, namely, Mr. Virender Kumar Pardesi S/o Sh. Wazir Chand Pardesi is duly authorized by the Board of Directors vide its resolution dated 25.02.2013 (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.

WHEREAS:

Sunita Narula



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13/3/2013

उत्तरा जिला कोयला क्षेत्र जिला पीओ
 15/3/2013

प्रलेख न: 17958

दिनांक 15/03/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
नहसोल/सब-तहसील सोनीपत	गांव/शहर 104-रसाई
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 2,600,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये
	रूपये

Drafted By:

यह प्रलेख आज दिनांक 15/03/2013 दिन शुक्रवार समय 1:46:00PM बजे श्री/श्रीमती/कुमारी सुनीता नरूला thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी चन्द्र मोहन नरूला निवासी दिल्ली द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी
 सोनीपत

श्री सुनीता नरूला

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी विरेन्द्र कुमार दाबेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दाबेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों को पहचान श्री/श्रीमती/कुमारी आनन्द न0 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी रसाई व श्री/श्रीमती/कुमारी पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी ने की। साक्षी न: 1 को हम मम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनांक 15/03/2013

उप/सयुक्त पंजीयन अधिकारी
 सोनीपत

- A. The Owner has represented that she was the owner of land admeasuring 61 Kanal 14 Marla or 7.71 Acres bearing Rectangle No.21 Killa No.2/2(2-19) , 9/1(4-0) , Rectangle No.13 Kila No.16/2/2(4-2), 17/1(2-16), 24/1(0-6), 25(7-12) Rectangle No.20 Killa No.5 (8-0) , 6 (8-0) Rectangle No.21 Kila No.10(8-0), 11(7-18), 12/2(4-7), 13/1/2(0-7), 20/1(1-0), 20/2(0-6), 19/3(2-1) in the revenue estate of Village – Rasoi, District - Sonapat (Haryana). (hereinafter referred to as the “PROJECT LAND”). She in collaboration with CMD Built-tech Pvt. Ltd was granted a licence No.126 of 2007 Dated 27-2-2007 for developing a Group Housing Colony on the project land.
- B. The owner has transferred the ownership of $\frac{3}{4}$ share of project land to Developer/Second Party. However, the Owner is desirous to enter in collaboration agreement for developing $\frac{1}{4}$ share in the Project Land into a Residential Group Housing Colony and Commercial Colony (hereinafter referred to as the **Project**) on the same terms and conditions as mentioned in license No.126 of 2007 Dated 27-2-2007 for developing a Group Housing Colony on the project land or as may be permissible and approved by the competent authority. However, the Owner is not fully equipped with technical know-how, and have not basic infrastructure and sufficient financial resources for developing the project.
- C. The Developer, based on its professional expertise and experience, had agreed to undertake the development of the **Project**, as may be approved, including bearing

Sumita Arora



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the responsibility for planning, design, obtaining approvals, carrying out development and construction.

- D. The Developer shall develop the Project Land into a Project after getting required permission and approval as per law/bye laws as prescribed by the Government of State of Haryana and he will bear all cost and expenses towards developing the Project Land.

NOW, THEREFORE, THIS COLLABORATION AGREEMENT WITNESSETH :-

1. **Project Land/Project:**
 - 1.1 The Project Land shall mean and comprise of land admeasuring 15.285 Kanal or 1.9275 Acres which is 1/4 un-devided share in the total land measuring 61.14 Kanal or 7.71 Acres bearing Rectangle No.21 Killa No.2/2(2-19) , 9/1(4-0) , Rectangle No.13 Kila No.16/2/2(4-2), 17/1(2-16), 24/1(0-6), 25(7-12) Rectangle No.20 Killa No.5 (8-0) , 6 (8-0) Rectangle No.21 Kila No.10(8-0), 11(7-18), 12/2(4-7), 13/1/2(0-7), 20/1(1-0), 20/2(0-6), 19/3(2-1) in the revenue estate of Village – Rasoi, District - Sonapat (Haryana).
 - 1.2 In pursuance of the obligations assumed by the Developer and subject to the terms of this Agreement, the Owner have made available the Project Land and place the same free of cost at the disposal of the Developer for the purpose of development

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The following are the names of the persons who have been appointed to the various committees of the Board of Directors of the Corporation.

The Board of Directors of the Corporation has appointed the following persons to the various committees of the Board of Directors of the Corporation.



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and construction of a **Project Land** into a Residential Plotted Colony, Group Housing Colony and Commercial Colony (hereinafter referred to as the **Project**),.

1.3 The Owner has handed over physical possession of the Project Land to the Developer.

2. **Layout/Layout Plans**

2.1 The Developer shall design/plan the **Project** as permissible and as per prescribed norms, rules and regulations with all the requisite facilities/amenities.

2.2 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications, changes or amendments in the layout plans within the permissible framework of rules and bye laws.

2.3 The Owner shall be obliged to take all steps as may be necessary and as may be desired by the Developer to facilitate the terms and conditions of the licence No.126 of 2007 and shall render all possible co-operation to the Developer in this respect.

3. **Approvals:**

Sundaram

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The first part of the report deals with the general situation of the country and the progress of the work during the year. It is followed by a detailed account of the various projects and the results achieved. The report concludes with a summary of the work done and a list of the names of the staff members who have been engaged in the work.



The following table shows the results of the work done during the year. It is divided into two columns, one for the number of projects completed and one for the number of staff members engaged in the work.

3.1. The Developer agrees to obtain all requisite permissions, sanctions including renewals where necessary as may be required from all concerned Authorities and sanctions for the development and construction of the **Project**.

3.2. Owner shall fully cooperate in the submission of necessary applications 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.

4. **Construction/Completion:**

4.1. The Developer shall ensure that the **Project** on the Project Land are duly constructed and completed in accordance with the approved layout plans.

4.2. The Developer shall commence development/construction immediately on receipt of all necessary permissions and complete construction and development work on the Project Land in phases within a reasonable period but not more than 10 years subject to force majeure, restraints/restrictions from authorities/courts and circumstances beyond the control of the Developer and reasons attributable to the Owner.

5. **Completion Certificate:**

sumita sharma

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The first part of the report is devoted to a description of the general situation in the country. It is followed by a detailed account of the work done during the year.

The second part of the report deals with the results of the work done during the year. It is divided into two sections, one dealing with the work done in the field and the other with the work done in the laboratory.



The third part of the report is a summary of the work done during the year. It is followed by a list of references and a list of names of the persons who have assisted in the work.

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The fifth part of the report is a list of names of the persons who have assisted in the work. It is followed by a list of names of the persons who have assisted in the work.

5.1 The Developer shall apply for and obtain completion certificate of the Project at its own cost. Efforts shall be made to obtain completion/occupancy certificates in parts/phases.

5.2. The Developer alone shall be responsible and liable for any deviations made from the approved plans and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations. However, charges for regularization of compoundable areas constructed beyond the sanctioned areas shall be borne exclusively by the Owner.

6. 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/ development 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 Owner regarding the construction/ development, then the Developer will keep the Owner indemnified from such claims /liabilities.

Simla Devco

6.4 If during construction/ development, 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 Owner are made liable to pay any amount on this account, then the Developer shall be liable to reimburse the same to the Owner. The Developer shall keep the Owner 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 plans and for obtaining of approvals including payment of submission fees, scrutiny fees, conversion and licence fees, shall be borne and paid by Developer alone.

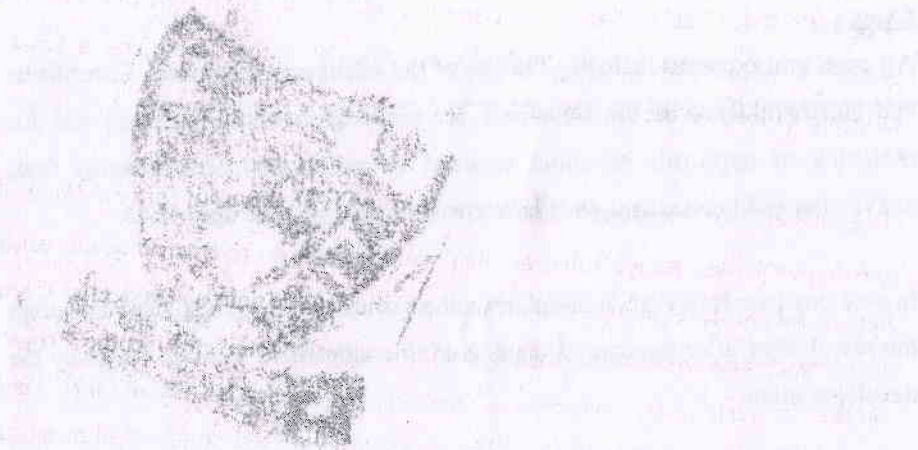
7.2 In case any new levies are imposed or their rates are increased/enhanced including interest thereof after the date of signing of this agreement shall be borne by the developer alone.

7.3 All costs and expenses relating to construction/development of the Project Land including costs of materials, inputs, labour, supervision, installation of electric substations, transformers, generators, equipments, any facilities, amenities as approved, shall be borne and paid by the Developer alone.

8. **Assurances /Representations:**

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- 8.1. The Owner has assured the Developer that the Owner has 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 Owner with reference to the Project Land, the same shall be met and discharged solely by the Owner and the Developer shall be kept indemnified against any such obligations/liabilities.
- 8.3. The Owner has represented and assured the Developer that their right, title and interest in the Project Land is absolute, subsisting and marketable. The Owner 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.
9. **Indemnities:**
- 9.1 The Developer shall observe and comply with all rules, regulations, terms and conditions of license, layout plans and other statutory provisions. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising out of any violations by the Developer of any statutory provisions.

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- 9.2 All claims whatsoever made by any party concerned with respect to construction/development by the Developer including suppliers of materials, equipments to be used in the construction/development and completion of the **Project** under this Agreement shall be borne and paid by the Developer. The Developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.
- 9.3 Owner shall keep the Developer indemnified against losses or damages as may be caused to the Developer on account of any defects in Owner' title to the Project Land or due to existence of any encumbrances thereon.
10. Bank Guarantees
- 10.1. Any bank guarantees required under the terms of the License or any other obligation required by any authority, shall be furnished by the Developer. All costs, expenses including any margin money to obtain any Bank Guarantee in this regard shall be met by the Developer. In case any Collateral Security is required to be furnished to the Bank for issuing the Bank Guarantee, the same shall be provided by the Owner. The Owner shall also authorize the Developer to furnish the Project Land as security for any loans required to be obtained from banks/financial institutions for the purpose of this **Project**.
11. **Deposit /Refund:**

Sumit Agrawal

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11.1 The Developer shall be entitled to the refunds, if any, of any amounts deposited by them with various authorities in the name of the Owner for seeking approvals etc.

12. **Considerations:**

12.1 The consideration on the part of the Owner 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.

12.2 The consideration on the part of Developer in terms of this Agreement, inter alia, includes obtaining of all approvals, carrying out development and construction/development of the Project at their own cost and all sums of money spent by them in connection with the Project including scrutiny fee, license fee, conversion fees, Infrastructure Development Charges and furnishing of bank guarantees towards EDC & IDW etc. with the Authorities concerned. The consideration on the part of Developer also includes obtaining of completion certificate of the Project.

13. **Sharing of Areas:**

13.1. That in consideration of the contributions/obligations of the Owner under this Agreement the builtup area shall be shared as mentioned hereunder:

i) Owner' Share : 5 Finished Flats of two Bed room measuring Super Area 1212 Sq. Ft. out of the total developed area of the project.

Sumita Arora

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ii) Developer's Share: Remaining Flats out of the total developed area of the project land.

14. **Marketing:**

14.1 That subject to provisions of this Agreement, the developer shall be entitled to book/sell the areas and receive advance payments at his own risk and cost without any liability to the owner.

14.2 If the owner sell her flats allocated in her share allocated in this agreement, she will give all the details to the developer, so that the developer will be able to comply the rules and regulation of applied act.

14.3 All necessary documents/agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including maintenance of the buildings.

15. **Maintenance of the Project:**

15.1 All the common areas and facilities of the Project shall be maintained by the Developer and/or their nominees till handed over to a body/association of the buyers under the Haryana Apartment Ownership Act or otherwise. All the buyers of the areas allocated to both parties shall pay maintenance charges, replacement

Sumita Arora

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The second part contains a detailed account of the work done during the year, and the results obtained.

The third part is a summary of the work done during the year, and the results obtained.

The fourth part is a summary of the work done during the year, and the results obtained.

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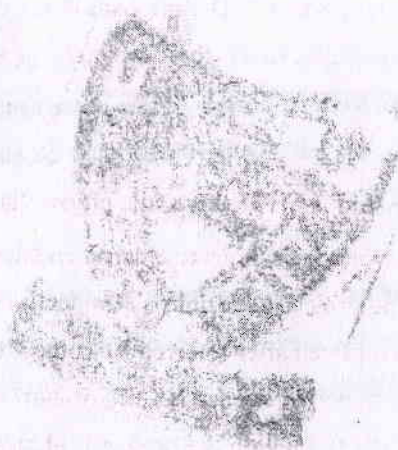
The eighth part is a summary of the work done during the year, and the results obtained.

The ninth part is a summary of the work done during the year, and the results obtained.

The tenth part is a summary of the work done during the year, and the results obtained.

The eleventh part is a summary of the work done during the year, and the results obtained.

The twelfth part is a summary of the work done during the year, and the results obtained.



fund, security deposits etc. at such rates as may be fixed by the Developer and/or an Association of Buyers, as the case may be.

16. **Taxes/Levies/Charges**

16.1 All types of tax liabilities or any other type of financial obligations of the Owner with reference to the Project Land which might so far has been incurred by them shall be met and discharged by the Owner. The Owner undertake to keep the Developer fully and completely harmless and indemnified against any such liability or financial obligations of the Owner. The Owner and or buyers of their share of areas shall also be liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date of making offer of possession of areas by the Developer. Similarly, taxes, charges, liabilities relating to Developer's Land shall be met by the Developer.

16.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows in respect of their share of areas in the Project from the date hereof when they are levied/made applicable and might be passed on to the buyers as may be decided between them.

17. **Powers of Attorney:**

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17.1 The Owner do hereby appoint, nominate and constitute the Developer and its nominees Mr. Virender Kumar Pardesi Director of the Developer company M/s- CMD Pardesi Developers Pvt. Ltd. party of the second part as their true and lawful attorneys to do all or any of the following acts, deeds and things in their name and on their behalf in respect of the **Project** and Project Land.

17.1.1 To sign/execute all applications including application on form-LC-I, documents, affidavits, undertakings, indemnity bonds, agreements including LC-IV agreement, bilateral agreement and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of this Agreement.

17.1.2 To obtain all requisite approvals regarding completion of project, and in that connection to submit any applications, affidavits, undertakings and to deposit any fees, charges etc.

17.1.3 To raise loans from any financial and banking institutions and/or private parties for meeting the cost of construction/development of the **Project** and to deposit the title deeds of the Schedule Land with the lending bank/financial institutions.

Virender Kumar Pardesi



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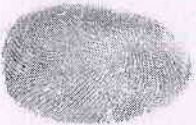
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- 17.1.4 To sell, book, allot the whole or any part of the areas and to enter into agreements and to receive consideration in the name of the Developer.
- 17.1.5 The buyers may require to raise loans for the purchase of the area. The Developer shall 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 respect of areas falling in Developer's share in favour of any banks/financial institutions without creating any liability on the Owner. Likewise, the Owner shall also be entitled to issue such no-objections and to execute any documents for enabling buyers of their share of areas for arranging loans for purchase of areas by mortgaging areas with any banks/financial institutions without creating any liability on the Developer.
- 17.1.6 The Owner 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

S. Sankar Narayan



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signing of this Agreement in respect of areas allocated to share of Developer.

18. **Title Deeds:**

18.1 The Owner shall deliver title Deeds of the Project Land to the Developer on the signing of this Agreement.

19. **Raising of Loans/Finance for construction:**

19.1 The Owner agree that the Developer can raise any loan for development and construction of the Project 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 Owner 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.

20. **Execution of Sales Deeds:**

20.1 Without prejudice to the generality of the aforesaid, it is agreed that after sanctioning of the Project, the Owner shall execute the Sale Deed or Deeds of Project Land in favour of the Developer or its nominee or as desired by

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developer. The Owner agree to execute an irrevocable Power of Attorney or any other required document to this effect in favour of the Developer or its nominees for this purpose at the time of signing of this Agreement.

20.2 In case the approvals for completion of project are delayed by the reasons beyond the control of developer or the Owner are in need of money for any reasons, the Owner shall sell their share to the developer and execute the sale deed of the project land in favour of the developer and the developer shall obtained required permission as per law applicable from the competent authority.

21. **General:**

21.1 The name of the **Project** shall be decided by the Developer.

21.2 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.

3 months onwards

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- 21.3 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 party and such writings are expressly stated and accepted as being an amendment to the Agreement.
- 21.4 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.
- 21.5 The Owner 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 Owner and the Developer nor shall the Owner 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.
- 21.6 Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by

Sumita Arora

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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.

- 21.7 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.
- 21.8 The parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.9 The Developer shall be entitled to assign its rights and obligations under this Agreement to any third party at its own cost.
- 21.10 That in case any stamp duty is levied upon this Collaboration Agreement, the same shall be shared between the parties hereto in the ratio in which the area of the **Project** is to be shared by them.
22. **Arbitration:**
- 22.1 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 Sonipat.

Sumta over rule.

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23. **Jurisdiction:**

23.1 This Agreement shall be subject to the jurisdiction of Sonipat 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.

WITNESS:

Smt. Sunita Narula

.....OWNER

1. ਸੁਨੀਤਾ ਨਾਰੁਲਾ
ਏਅਮੀਟੀਵ ਡਿਵਲਪਰ
ਆਰਾਓ

Sunita Narula

For M/s-CMD Pardesi Developers Pvt. Ltd.

2. ਵਿਰੇਂਦਰ ਕੁਮਾਰ ਪਰਦੇਸੀ
ਡਿਰੈਕਟਰ
ਏਅਮੀਟੀਵ ਡਿਵਲਪਰ
ਆਰਾਓ

Virender Kumar Pardesi
Director

V. Pardesi
.....DEVELOPER

Reg. No. 17958 Reg. Year 2012-2013 Book No. 1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता सुनीता मरुला Sunita Marula

दावेदार विरेन्द्र कुमार Virendra Kumar

गवाह 1:- आनन्द न0 Anand N0 गवाह 2:- [Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17,958 आज दिनांक 15/03/2013 को बही न: 1 जिल्द न: 839 के पृष्ठ न: 48 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 11,130 के पृष्ठ सख्या 81 से 89 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 15/03/2013

[Signature]
उप/संयुक्त पंजीयन अधिकारी
सोनीपत