

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 18/03/2018

Certificate No. GOR2018C122



GRN No. 34161081



Stamp Duty Paid : ₹ 1325000

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Veena industries

H.No/Floor: 304

Sector/Ward: 15

LandMark: Part 1

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 9717994849



Buyer / Second Party Detail

Name: Gls infracon Pvt Ltd

H.No/Floor: 707/7th

Sector/Ward: 15

LandMark: Part ii jmd pacific square

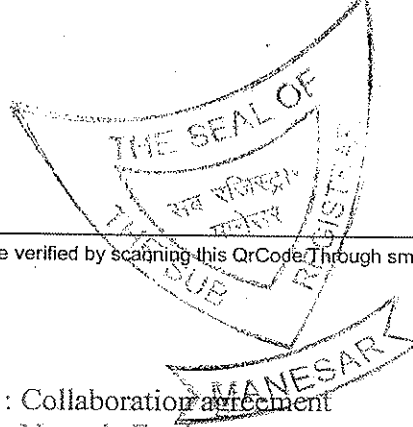
City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 9717994849

Purpose: Collaboration agreement



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4471

1. Nature of document : Collaboration agreement
2. Village : Nawada Fatehpur
3. Tehsil : Manesar
4. District : Gurugram
5. Area : 32 Kanal 16 Marla
6. Stamp duty : Rs. 13,25,000/-
7. GRN No. : 34161081
8. Stamp Certificate No : GOR2018C122

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION (hereafter referred to as the Agreement) is executed at Gurugram on this 19th day of March, 2018

BETWEEN

M/s Veena Industries (Pan No. AAFFV6928B), partnership firm having its office at House No. 304, Sector-15, Part-I, Gurugram, Haryana - 122001 through its partner Mr. Rahul Gupta Karta Rahul

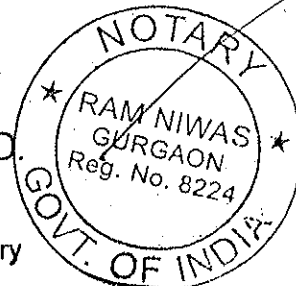
Page 1 of 11

For Veena Industries

[Signature]
Partner

For GLS INFRACON PVT. LTD.

[Signature]
Authorised Signatory



<u>डीड संबंधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर नवादा फतेहपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 66,215,000.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 1,325,000.00 रुपये
E-Stamp स्टाम्प न. GOR2018C122	स्टाम्प की राशि 1,325,000.00 रुपये
रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये	DFC: JKHMHGOH
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Ashok Kumar Sharma Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 19/03/2018 दिन सोमवार समय 4:37:00PM बजे श्री/श्रीमती/कुमारी M/s Veena Industries thru Thru-Rahul gupta श्री/श्रीमती/कुमारी निवासी 304 sector 15 part 1 ggn द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

[Signature]
हस्ताक्षर प्रस्तुतकर्ता

[Signature]
उप/संयुक्त पंजीयन अधिकारी
Manesar

श्री M/s Veena Industries thru Thru-Rahul gupta(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru- Ashish Drall दावेदार हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार 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।

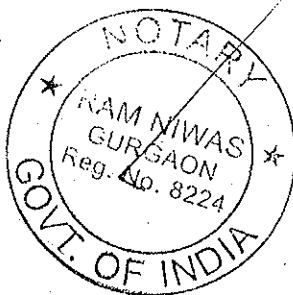
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Ran Singh Yadav पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Hari Singh Yadav निवासी 74 श्री/श्रीमती/कुमारी Ashok Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी adv ggn ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा उनके साक्षी नः 2 की पहचान करता है।

दिनांक 19/03/2018

[Signature]
उप/संयुक्त पंजीयन अधिकारी
Manesar

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

[Signature]
उप/संयुक्त पंजीयन अधिकारी
Manesar



And whereas the DEVELOPER believing the representations of the OWNER as true and being involved in the business of real estate development has accepted the proposal for development of a planned real estate project over the said land on the terms and conditions hereinafter appearing: -

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed, declared and covenanted:

1. SUBJECT MATTER

- a) That the subject matter of this Agreement comprises the development of the land of the OWNER by the DEVELOPER into a planned real estate project in accordance with the approvals, sanctions and permissions as may be granted to the Developer and to share the ownership of the developed area over the said land between the parties as agreed.
- b) That the DEVELOPER shall be seized off the decision to choose the kind of development of the said land and whether a residential or commercial or any other project is to be developed and the DEVELOPER shall exercise such discretion in the best interests of the parties and in the best interests of the said land.
- c) That the OWNER shall cease all rights in the said land against consideration herein agreed and give the land clear from all encumbrances in all respect for the development of the said real estate project and the DEVELOPER shall at its own costs and expenses and responsibilities develop the said real estate project over the said land and the parties shall share the rights and ownership in the developed area of the said real estate project as per their entitlement.

2. CONSIDERATION

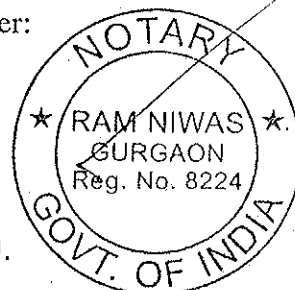
- a) That the OWNER shall as a consideration of the said land going into the real estate project as stated shall jointly get an area of 40 % of the total developed area along with corresponding & respective rights of amenities and parking space.
- b) That the OWNER have apart from the share in the developed area have also received an amount of Rs. 2,00,00,000/- (Rupees Two Crore Only) from the DEVELOPER as refundable security deposit for the present agreement in the following manner:

For Vastu Industries
[Signature]
Partner

Page 3 of 11

For GLS INFRACON PVT. LTD.

[Signature]
Authorised Signatory





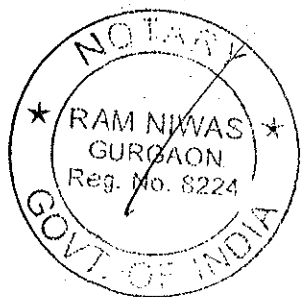
पेशकर्ता



दावेदार



गवाह



उप / सयुक्त पंचायत अधिकारी

पेशकर्ता Thru-Rahul gupta



Rahul

दावेदार thru- Ashish Drall



Ashish

गवाह Ran Singh YAdav



Ran Singh

गवाह Ashok Kumar Sharma



Ashok

Gupta (HUF) authorised vide board resolution dated 17th March 2018 hereinafter referred as **OWNER** as the "**PARTIES TO THE FIRST PART**" (which expression shall mean and include their successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.)

AND

M/s **GLS Infracon Pvt. Ltd.**, (Pan no. AAFCG4596F) a company duly incorporated under the provisions of the Companies Act, 1956 and having its office at 707, 7th Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, through its Authorised Representative Mr. Ashish Drall authorised vide board resolution dated 8th February 2018, hereinafter called as the **DEVELOPER** as "**PARTY TO THE SECOND PART**", (which expression shall mean and include their successors, legal heirs, liquidators, executors, legal representatives, administrators, assignees and nominees etc.).

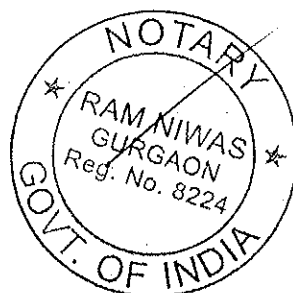
(hereinafter the **OWNER** and the **DEVELOPERS** are collectively referred to as "Parties" and individually as "Party" as the context demands).

WHEREAS the **OWNER** is in possession of the agricultural land bearing Khewat No. 127, Khata No. 143, vide mutation no. 2140 dated 05.09.2017, Rectangle No. 30 Kila No. 12/2(4-0), 19(8-0), 20(8-0), 21(8-0), 22/1(4-16) Kita 5 total admeasuring 32 Kanal 16 Marla vide Jamabandi year 2011-12, situated within the revenue estate of Village Nawada Fatehpur, Tehsil Manesar, District Gurugram, Haryana (hereinafter referred to as the 'said land') which shall include the land beneath and all resources comprised therein).

AND WHEREAS the **OWNER** contemplate to **DEVELOP** the said land into a real estate project whether residential colony/Group Housing Project/commercial project and/or any other planned project and being not fully equipped to execute and complete the work of development of the proposed residential colony/group Housing Project/commercial project and/or any other planned project and have approached the **DEVELOPER** who is engaged in the development of Real Estate as its object, and has good reputation and experience in this line of business and could pursue to obtain all requisite permissions, sanctions and approvals from all concerned authorities and departments as the case may be and the **OWNER** therefore, desire to collaborate with the **DEVELOPER** for development of a planned real estate project on the said land.

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For Vastu Industries
Partner



For GLS INFRACON PVT. LTD.

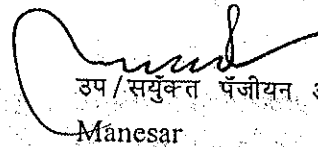
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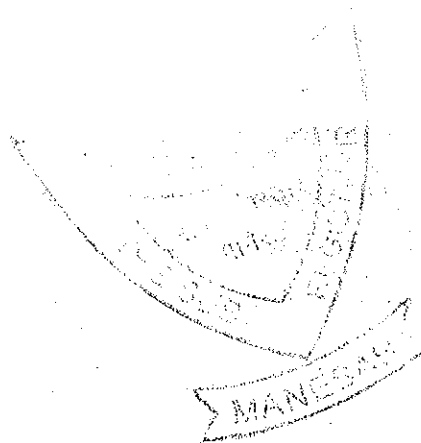
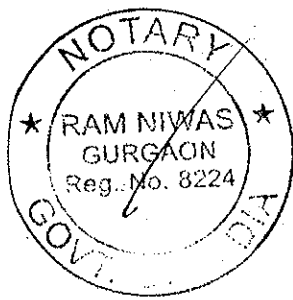
Reg. No. 4,471 Reg. Year 2017-2018 Book No. 1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,471 आज दिनांक 19/03/2018 को बही न: 1 जिल्द न: 242 के पृष्ठ न: 144 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 464 के पृष्ठ सख्या 31 से 33 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और जाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 19/03/2018


उप/संयुक्त पंजीयन अधिकारी
Manesar




S.no	Amount	Cheque No.	Dated	Bank
1	21,00,000/-	152453	20.02.2017	Oriental Bank of Commerce
2	90,00,000/-	152461	16.03.2018	Oriental Bank of Commerce
3	89,00,000/-	152463	16.03.2018	Oriental Bank of Commerce

- c) That the DEVELOPER shall as consideration of developing the real estate project over the said land shall be entitled to all residual rights in the said project and the remaining 60 % of the developed area and land beneath along with corresponding & respective rights of amenities and parking space and shall also get the complete right to management of the developed real estate project and rights to maintenance of the said real estate project against consideration.

3. OBLIGATIONS OF THE OWNER

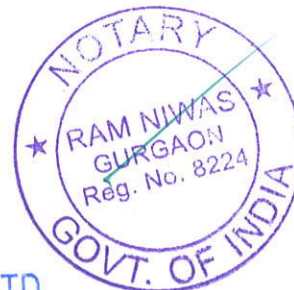
- a) That the OWNER shall be obliged to provide the complete set of original documents qua the said land and complete revenue record of the said land for a period of 30 years here-from with 7 days of the execution of the present agreement.
- b) That the OWNER shall be obliged to assist the DEVELOPER in demarcation set land and its survey.
- c) That the OWNER shall as and when called by the DEVELOPER, without any further considerations, jointly or individually be obliged to execute the General Power of Attorney / Special Power of Attorney, or any kind of authorization as is required by the DEVELOPER for the performance of the terms of the present agreement and for the effective development of the said land into a real estate project including for obtaining permission for change of land use, procuring license / CLU, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and for dealing with / sale of constructed / unconstructed and/or developed / undeveloped portions of the said real estate project.

For Veeva Industries

 Partner

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For GLS INFRACON PVT. LTD.



 Authorised Signatory



- d) That the OWNER shall be liable to pay all charges, taxes or other recoveries or encumbrances against the said land up to the date of the present agreement.
- e) That the OWNER shall be stopped from creating any encumbrance or third party rights in the said land after the execution of the present agreement.
- f) That the OWNER shall if at all they wish to back off the present agreement and want to sell their said land right-away, they shall be eligible for the same at the agreed sale consideration as agreed mutually between the Owner and the Developer as reduced by the amounts received herein as Security Deposit which shall also form part of the sale consideration in that case. And the developer shall have the first right to purchase the said land and all rights therein by payment of the agreed consideration.
- g) That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said real estate project.
- h) That the OWNER shall be responsible and be liable for their personal tax obligations.

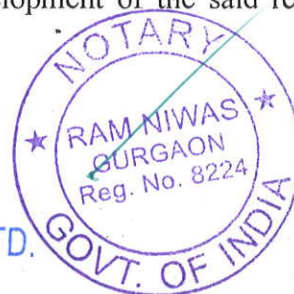
4. OBLIGATIONS OF THE DEVELOPER

- a) That the DEVELOPER shall on execution of the present agreement shall be obliged to ascertain the kind of real estate project the said land is eligible for.
- b) That the DEVELOPER shall at its own costs and expenses shall be obliged to prepare the best layout/site plan for the development of the said land.
- c) That the DEVELOPER shall at its own costs and expenses be obliged to apply to the concerned authorities for grant of Letter of Intent and License for such development at its own costs and expenses.
- d) That the Developer shall at its own costs and expenses be obliged to procure all necessary and requisite permissions, sanctions and approvals from the concerned Ministry, Department, or Local or other Authorities, as are required for the development of the said real estate project over the said land.

For Veena Industries

Partner

For GLS INTRACON PVT. LTD.

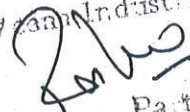

Authorised Signatory



- e) That the DEVELOPER shall at its own bear the complete costs of construction and the Government or other local authority charges including all statutory or other security deposits/fees, labour or other cesses, conversion charges, external or internal development charges, electric and other utility installations charges and costs and all other charges as applicable for such development.
- f) That the DEVELOPER shall at its own costs and expenses through itself or through its agents, contractors or representatives, be obliged to execute the development work as per the specifications devised, of the said real estate project in a timely manner.
- g) That the DEVELOPER shall be obliged to complete the real estate project with all amenities and facilities in place and complying with all regulations and rules as in force in all respects and obtain Occupation Certificate for the same.
- h) That the DEVELOPER shall be obliged to take up the construction of the said real estate project as per the recognized standards of the industry.
- i) That the DEVELOPER shall bear the complete costs stamp duty and registration charges for the execution and registration of the present agreement.
- j) That the DEVELOPER shall be obliged to undertake the development as the per all laws and rules and regulations in force and as applicable and shall be obliged to comply with all conditions of licenses and permissions and put in place all implements and infrastructure as applicable and specified for the purposes of safety and security or other conditions specified by any authority as seized of jurisdiction.

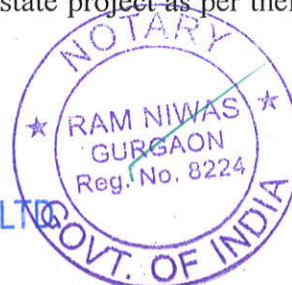
5. RIGHTS OF THE OWNER

- a) That the OWNER shall have the complete right, title and interest in the developed area the extent of 40 % of the complete developed in area, developed over the said land.
- b) That subject to the conditions regarding marketing and selling stated herein, the OWNER shall be free to deal with their share in the said real estate project as per their desire, subject

For Vasan Industries

Partner

For GLS INFRACON PVT. LTD.

Authorised Signatory



to the general conditions of transfer, maintenance and management of the said real estate project and the costs and expenses related thereto.

- c) That the OWNER shall be entitled to fully paid allotment letters regarding their respective share of the developed area as and when the same are being issued by the Developer.
- d) That on completion of the real estate project the OWNER shall without any further costs be entitled to have the conveyance for their share of developed area in their favour.
- e) That the OWNER shall be entitled to know about the exact status of said the real estate project and to attend the board meetings regarding the development of the said real estate project.

6. RIGHTS OF THE DEVELOPER

- a) That the Developer shall be entitled to take over the actual physical possession of the said land for the development of the said real estate project immediately after obtaining LOI.
- b) That the DEVELOPER shall have the right and prerogative to choose the development of the said land and to finalise the name, layout plans, and internal layouts and designs, facilities and services to be provided and all other development plans for the said land.
- c) That the DEVELOPER shall have the right and prerogative to choose the architects, designers, contractors and other service providers for the best development of the said real estate project.
- d) That the DEVELOPER shall have the right and prerogative to prepare and plan the budget of the whole project and the same shall be the concern of the Developer only.
- e) That the DEVELOPER shall have the right and prerogative to choose the kind and grade of materials used for construction, however the same shall in no manner be lesser than the Government recognized standards and the DEVELOPER shall also be rightfully entitled to choose any of the vendors for the same.

For *Yesan Industries*

Partner

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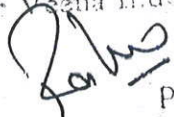
For GLS INFRACON PVT. LTD.

Authorised Signatory



- f) That the DEVELOPER shall have the right and prerogative to prepare the marketing and advertising schemes of the said project and to appoint the Authorized Brokers and Dealers for the said project.
- g) That the DEVELOPER shall be rightfully entitled to the entire management of the said project from the inception to the completion and thereafter for the efficient maintenance of the services being provided therein against consideration and shall be rightfully entitled to the security deposit against the same.
- h) That the DEVELOPER shall be entitled to raise finance against the said project as it may deem fit and proper, however the share of the OWNER shall not be encumbered.
- i) That the DEVELOPER shall without any further authorization from the OWNER have rights to market and sell the rights in the to be developed area in the said real estate project through any manner and scheme as it may deem fit and to receive money against the same and execute receipts and other agreements for the same.
- j) That the DEVELOPER shall have complete authority to represent the OWNER and to execute, file or deposit any document, application, pleading, representation, costs and fees etc. and to appear before any authority, or Government or Statutory body regarding the said land or the said real estate project for and on behalf of the OWNER as may deemed necessary for the purposes of the present agreement and development of the said real estate project.
- k) That the DEVELOPER shall in case the OWNER want to sell their said land rightaway be rightfully entitled to purchase the said land at an agreed consideration as agreed mutually between the Owner and the Developer and the payments made herein shall be adjusted in the said sale consideration. And the developer shall have the first right to purchase the said land and all rights therein by payment of the agreed consideration. And the developer shall be entitled to have the said land and all rights purchased at the agreed consideration on availing the Letter of Intent from the concerned Authority by paying the balance sale consideration.

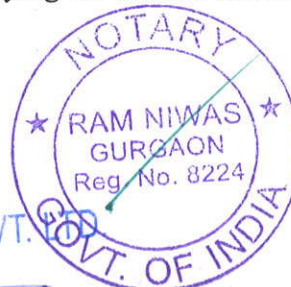
For Veena Industries


Partner

Page 8 of 11

For GLS INFRACON PVT. LTD.

Authorised Signatory



- l) That the DEVELOPER shall be entitled to the refund of all fees, security deposit and other charges of whatsoever nature deposited by the DEVELOPER with various Statutory Authorities for seeking various approvals etc. for the said residential colony/Group Housing Project/commercial project and/or any other planned project.

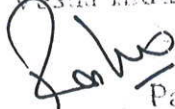
7. DEMARCATION OF DEVELOPED AREA

- a) That on finalization of the layout plans of the said real estate project, the DEVELOPER shall demarcate the respective areas coming to the share of the DEVELOPER and the OWNER respectively.
- b) That the area shall as far as possible to be distributed as per their share in total area between the parties as per the available size of units in the said real estate project.

8. MARKETING & SALE OF DEVELOPED AREA

- a) That the DEVELOPER shall be responsible for the complete marketing and sale of the developed area in the said real estate project.
- b) That the DEVELOPER may hire any suitable agency and devise strategy for the marketing of the said real estate project.
- c) That the DEVELOPER will maintain complete records for the agreements to sell the developed area in the set real estate project and shall prescribed for the complete documentation of the same and shall have a dedicated office for such sale and marketing.
- d) That the Developer shall from time to time prepare, policy and prescribe the minimum rates and charges for the sale and transfer of the rights in the developed area in the said real estate project.
- e) That no sale of the rights in the developed area shall be valid unless the same is as per the uniform policy of the DEVELOPER and unless the same is acknowledged by the DEVELOPER and registered in the records of the DEVELOPER and is as per the terms or costs and charges for the same.

For Yashni Industries


Partner

For GLS INFRACON PVT. LTD.


Authorised Signatory



- f) That the OWNER shall be estopped from marketing or selling their share in open market and shall have to make transactions through the offices of the DEVELOPER only and as per the uniform policies of the DEVELOPER only.

9. TIME PERIOD

- a) That in general the time shall to be the essence of the present agreement, however, the DEVELOPER shall strive for completion of the complete residential project as early as possible and will not in any keep the project in abeyance.
- b) That, the DEVELOPER shall prepare plans for undertaking each and every task for development of the said project in a timely manner and shall strive for achieving the same in the timeframe specified.
- c) That the DEVELOPER shall not be held responsible for delay the occasioned by the government authorities in providing requisite sanctions, permissions or approvals regarding the development of the said real estate project.

10. FORCE MAJEURE

- a) That in case of any unexpected event or drastic change in circumstances which could not have been contemplated by the parties and which defeats the the very purpose of the present agreement and there happens a force majeure event due to which the complete bargain between the parties is defeated, the present shall stand terminated.
- b) That any judicial or authoritative pronouncement barring the present agreement or estopping the parties from carrying on the objects of the present agreement shall be deemed force majeure event.
- c) That in such a circumstance the parties shall be relegated back to the same position as if the present agreement did not take place and the parties shall return the benefits availed on the basis of the present agreement and the DEVELOPER shall be entitled to costs and expenses as may be undertaken.

For Veen Industries

[Signature]
Partner

For GLS INFRACON PVT. LTD.

[Signature]
Authorised Signatory



11. INDEMNIFICATIONS

That the DEVELOPER shall keep the OWNER indemnified of any liability accruing to them or their share of developed area due to the acts or obligations of the DEVELOPER or any of its agents, contractors or vendors.

12. DISPUTE RESOLUTION

- That any disputes occurring between the parties shall firstly be communicated to each other in writing and the same shall be right to be resolved mutually.
- That any disputes so remaining and settled between the parties shall be subject to the exclusive jurisdiction of the Courts at Gurugram.

IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

Witnesses

Witnessed By
Ashok Kumar Sharma
Advocate
Distt. Courts, Gurgaon
Reg. No. 3403

Parties

For Veena Industries
[Signature]
Partner

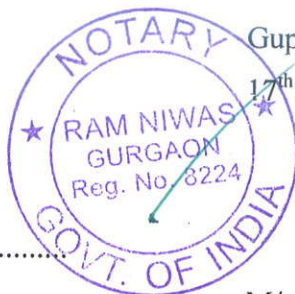
(OWNER)

1. *[Signature]*
Ashok Kumar Sharma
Advocate
Distt. Courts, Gurgaon
Reg. No. 3403

M/s Veena Industries (Pan No. AAFFV6928B), partnership firm having its office at House No. 304, Sector-15, Part-I, Gurugram, Haryana - 122001 through its partner Mr. Rahul Gupta Karta Rahul Gupta (HUF) authorised vide board resolution dated 17th March 2018.

[Signature]
(DEVELOPER)

2. *[Signature]*
Ram Singh Yadav



S/o Sh. Hari Singh Yadav
R/o 374, Sec - 10, Gurgaon

M/s GLS Infracon Pvt. Ltd., (Pan no. AAFCG4596F) having its office at 707, 7th Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, through its Authorised Representative Mr. Ashish Drall.

For GLS INFRACON PVT. LTD.

[Signature]
Authorised Signatory

21 MAR 2018

ATTESTED

RAM NIWAS, ADVOCATE
NOTARY GURGAON HR (INDIA)