None Judicial



## Indian-Non Judicial Stamp Harvana Government



Date: 16/03/2018

Certificate No.

G0P2018C135

GRN No.

34131875



Stamp Duty Paid: ₹ 204000

₹0

Penalty:

(Rs. Zero Only)

Seller / First Party Detail

Name:

Munesh Yadav

H. No/Floor:

City/Village: Kapashera

Sector/Ward: Na

LandMark:

Phone:

9717994849

Others: Jajwati

District: Gurugram

State:

Haryana

**Buyer / Second Party Detail** 

Name:

Glsinfraconpvt

H.No/Floor: Na

Sector/Ward: 15

LandMark: Na

City/Village: Gurugram

District: Gurugram

State:

Haryana

9717994849 Phone:

Purpose:

Collaboration Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

Nature of document

: Collaboration agreement

Village

: Nawada Fatehpur

**Tehsil** 

: Manesar

District

: Gurugram

5. Area

: 5 Kanal 1 Marla

6. Stamp duty

: Rs. 2,04,000/-

7. GRN No.

: 34131875/16.03.2018

Stamp Certificate No

: G0P2018C135

# COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION (hereafter referred to as the Agreement) is executed at Gurugram on this 16th day of March, 2018

#### BETWEEN

Smt. Munesh Yadav ( Aadhar no. 2568 8965 8789) W/o Billu Brahm Pal Yadav R/o H.no. 162, Rao Harnath marg, Kapashera village, South west Delhi, Delhi - 110037 and Smt. Jagwati (Aadhar no. 2029 5542 1225) W/o Joginder Singh R/o H.No. 1882, Veer bazaar wali gali, Rapashera, south west

For GLS INFRACON PVT. LTD.

Authorised Signatory

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डीड सबंधी विवरण डीड का नाम AGREEMENT गांव/शहर नवादा फतेहपुर तहसील/सब-तहसील Manesar भवन का विवरण भूमि का विवरण सबंधी विवरण धन कुल स्टाम्प डयूटी की राशि 204,000.00 रुपये राशि 10,194,687.00 रुपये DFC: JKHJHONL स्टाम्प की राशि 204,000.00 रुपये E-Stamp स्टाम्प न. g0p2018c135 पेस्टिंग शलक 2.00 रुपये रजिस्ट्रेशन फीस की राशि 15,000.00 रुपये 1 6

Drafted By: M.K Chauhan Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनॉक 16/03/2018 दिन शुक्रवार समय 1:05:00PM बजे श्री/श्रीमती/कुमारी Munesh Yadav पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Billu Brahm Pal Yadav निवासी 162, Kapashera, DL द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

Munesh

हस्ताक्षर प्रस्तुतकर्ता

Tagwati

श्री Munesh Yadav, Jagwati

उप/सर्युक्त पंजीयन अधिकारी

Manesar

उप / सयुक्त

Manesar

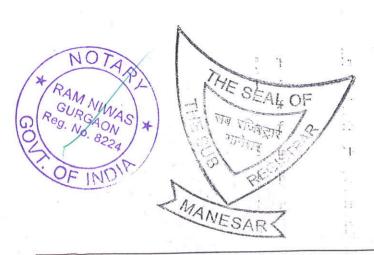
उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru Ashish Drall दावंदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को पान पक्षों ने तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दावंदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी M.K Chaшhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGn व श्री/श्रीमती/कुमारी Ashok Kumar Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGn ने की। साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी न:2 की पहचान करता है।

दिनॉक 16/03/2018

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

है है जुप संयुक्त पँजीयन अधिकारी Manesar

पंजीयन अधिकारी



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Delhi, Delhi - 110037, hereinafter together referred as OWNERS 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 OWNERS and the DEVELOPERS are collectively referred to as "Parties" and individually as "Party" as the context demands).

WHEREAS the OWNERS are the co-OWNERSs in possession of the agricultural land bearing Khewat No. 76 Khata No. 88 Rectangle No. 30Kila No. 11/2/4(1-3), 12/1/2(3-18) kite 2, total admeasuring 5 Kanal 1 Marla, which comes to 3055.25 Sq yards situated within the revenue estate of Village NawadaFatehpur, Tehsil Manesar, District Gurugram (hereinafter referred to as the 'said land' which shall include the land beneath and all resources comprised therein).

AND WHEREAS the OWNERS 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 repute 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 OWNERS therefore, desire to collaborate with the DEVELOPER for development of a planned real estate project on the said land.

And whereas the DEVELOPER believing the representations of the OWNERS 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:

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Authorised Signatory

4,453

2017-2018



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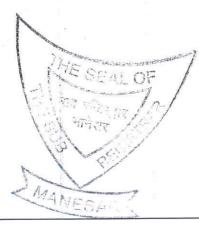


दावेदार



गवाह





उप / सयुँक्त पँजीयन अधिकारी

पेशकर्ता

Munesh Yadav



पेशकर्ता

Jagwati



दावेदार

Thru Ashish Drall



गवाह

M.K Chauhan



Maneson Tagwati Maanam

गवाह

Ashok Kumar Sharma



### 1. SUBJECT MATTER

- a) That the subject matter of this Agreement comprises the development of the land of the OWNERS 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 OWNERS 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 OWNERS shall as a consideration of the said land going into the real estate project as stated shall jointly get an area of 30% of the total developed area along with corresponding & respective rights of amenities and parking space.
- b) That the OWNERS have apart from the share in the developed area have also received an amount of Rs. 70,00,00/- (Rupees Seventy Lakh Only) from the DEVELOPER as refundable security deposit for the present agreement in the following manner:

S.no	Amount	Cheque No.	Dated	Favouring	Drawn on
1	35,00,000/-	152458	16.03.2018	Smt. Munesh	OBC Bank
2	35,00,000/-	152459	16.03.2018	Smt. Jagwati	OBC Bank

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 70 % of the developed area and land beneath along with corresponding & respective rights of

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For GLS INFRACON PVT. LTD.

Authorised Signatory

Reg. Mo. Reg. Year Book No.

4,453

2017-2018

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 4,453 आज दिनाँक 16/03/2018 को बही नः 1 जिल्द नः 242 के पृष्ठ नः 140 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 463 के पृष्ठ सख्या 82 से 84 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 ।

বিনাঁক 16/03/2018

उप/सयुँकत पँजीयन अधिकारी Manesar







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 OWNERS

- That the OWNERS 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 OWNERS shall be obliged to assist the DEVELOPER in demarcation set land and its survey.
- c) That the OWNERS shall have clear all encumbrances over the said land and shall be obliged to hand over the actual physical possession of the said land to the DEVELOPER for the development of the real estate project and for doing all necessary and ancillary acts for the same.
- d) That the OWNERS 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 constructed/unconstructed dealing with/sale of construction and for developed/undeveloped portions of the said real estate project.
- e) That the OWNERS 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.
- f) That the OWNERS shall be estopped from creating any encumbrance or third party rights in the said land after the execution of the present agreement.
- That the OWNERS 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 sale consideration as agreed mutually between the Owners and Developer to be shared as per their share in the land,

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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.

- h) That the OWNERS 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.
- i) That the OWNERS 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.
- 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.

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- 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 as soon as possible and on finalization of the layout plan of the said real estate project, the Developer shall be obliged to demarcate the area of the OWNERS and the area of the Developer.
- j) That the DEVELOPER shall bear the complete costs stamp duty and registration charges for the execution and registration of the present agreement.
- k) 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 OWNERS

- a) That the OWNERS shall have the complete right, title and interest in the developed area the extent of 30 % of the complete developed in area, developed over the said land.
- b) That subject to the conditions regarding marketing and selling stated herein, the OWNERS shall be free to deal with their share in the said real estate project as per their desire, subject 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 OWNERS 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 OWNERS shall without any further costs be entitled to have the conveyance for their share of developed area in their favour.

e) That the OWNERS 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.

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### 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.
- 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.
- 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 the 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 OWNERS shall not be encumbered.
- i) That the DEVELOPER shall without any further authorization from the OWNERS 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.

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- j) That the DEVELOPER shall have complete authority to represent the OWNERS 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 OWNERS 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 OWNERS want to sell their said land rightaway be rightfully entitled to purchase the said land at an agreed consideration as agreed mutually between the Owners and Developer, to be shared as per the share of the sellers in the land 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.
- 1) 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.
- m) That on completion of the project and availing Occupation Certificate, the DEVELOPER shall be rightfully entitled to the refund of the security deposit from the OWNERS and till the same is repaid the DEVELOPER shall have a right to withhold the actual possession of the share of the OWNERS and also be entitled to an interest of 18 % over the same.

### 7. ASSIGNMENT

- a) That the DEVELOPER shall be rightfully entitled to assign its rights, completely or partially, created herein to any party or its own concern or company specifically created for the purpose and may enter into further agreements for the same.
- b) That the OWNERS can assign their rights created herein however, prior to creating any third party rights against consideration qua their share the OWNERS shall have to offer the same to the DEVELOPER and the DEVELOPER shall have a first right to refuse to such assignment.

### 8. 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 OWNERS respectively.

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- 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.
- c) That such distribution shall unless otherwise mutually agreed take place as if the parties are co-OWNERS in a land and as per the settled principles of law applicable to partition of immovable properties.

### 9. 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.
- That the OWNERS 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.

#### 10. 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.

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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.

### 11. 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.

### 12. INDEMIFICATIONS

a) That the OWNERS shall at all times keep the DEVELOPER and the said real estate project indemnified due to any defects in their title or any disputes between the OWNERS or their heirs or representatives and such disputes shall be settled by the OWNERS personally and they shall personally be liable for the same.

b) That the DEVELOPER shall keep the OWNERS 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.

### 13. DIPUTE RESOLUTION

a) 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.

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b) 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

Advocate & Notary

Distt. Court, Gurgaon

......

Ashok Kumar Sharma Advocate Diatt. Courts Surgaon DELASTED BY M. K. GROUHAN ADVOCATE

**Parties** 

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(Parties of the First Part)

1. Munesh Yadav (Aadhar no. 2568 8965 8789) W/o Billu Brahm Pal Yadav,

And

2. Smt. Jagwati (Aadhar no. 2029 5542 1225)

W/o Joginder Singly

(Party of the Second Part)

M/s GLS Infracon Pvt. Ltd., having its office at 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, Haryana.

RAM NIWAS

GURGAON

Reg. No. 8224

OF INDIF

2 1 MAR 2018

For CLS INFECTION PVT. LTD.

Authorised Signatory

ATTESTED

RAM NIWAS, ADVOCATE NOTARY GURGAON HR (INDIA)