

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 20/11/2020

Certificate No. GOT2020K1212

GRN No. 69563136



Stamp Duty Paid : ₹ 2563500
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: S m buildcon Pvt ltd

H.No/Floor : L32/5

Sector/Ward : Na

LandMark : Dlf phase ii m g road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 97*****06

Others : Rohtash singh seema devi



Buyer / Second Party Detail

Name : Gls infraprojects Pvt ltd

H.No/Floor : 707/7

Sector/Ward : 15

LandMark : Part ii jmd pacific square

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 88*****81

Purpose : Collaboration Agreement



3805

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

- | | | |
|---------------------------------------|---|-------------------------|
| 1. Nature of document | : | Collaboration Agreement |
| 2. Village | : | Badha |
| 3. Tehsil | : | Manesar |
| 4. District | : | Gurugram |
| 5. Area | : | 51 Kanal 4 Marla |
| 6. Stamp duty | : | Rs. 25,63,500/- |
| 7. Stamp GRN No. & Certificate No | : | 69563136 & GOT2020K1212 |
| 8. Registration & Pasting Fee | : | Rs. 50,010/- |
| 9. Registration & Pasting Fee GRN No. | : | 69519682 |

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION (hereafter referred to as the Agreement) is executed at Gurugram on this 20th day of November 2020

BETWEEN

(1) M/s S. M. Buildcon Pvt. Ltd. (Pan No. AAFCS2824L) having it's office at L-32/5, DLF Phase – II, M.G. Road, Gurgaon, Haryana - 122002 through it's authorised signatory Mr. Manoj Kumar authorised vide Board resolution dated 17.11.2020,

(2) Sh. Rohtash Singh (Aadhar No 6373 2569 6961) S/o Kanheia Lal, R/o House No. 162, Village Rithoj, Rithoj (169), Gurugram, Haryana – 122102 through it's GPA holder

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Director

For GLS INFRA PROJECTS PVT. LTD.

Authorised Signatory

प्रलेख न:3805

दिनांक:20-11-2020

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर बढा

धन संबंधी विवरण

राशि 128000000 रुपये

स्टाम्प ड्यूटी की राशि 2560000 रुपये

स्टाम्प नं : G0T2020K1212

स्टाम्प की राशि 2563500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:69592538

पेस्टिंग शुल्क 0 रुपये

Drafted By: Shri Niwas Adv

Service Charge:0

यह प्रलेख आज दिनांक 20-11-2020 दिन शुक्रवार समय 4:43:00 PM बजे श्री/श्रीमती /कुमारी

S M Buildcon Pvt Ltd thru Manoj Kumar OTHER Rohtash Singh thru Manoj Kumar GPA पुत्र Kanheia Lal Seema Devi पुत्री
Sohan Singh निवास A-42, Sanjay Gram, Sector 14, Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (Manesar)

सब रजिस्ट्रार
मानेसर

हस्ताक्षर प्रस्तुतकर्ता

S M Buildcon Pvt Ltd Rohtash Singh Seema Devi

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GLS Infraprojects Pvt Ltd thru Pankaj Sharma OTHER हाजिर है । प्रतुत प्रलेख के
तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI NIWAS पिता --- निवासी ADV

GGM व श्री/श्रीमती /कुमारी RAKESH KUMAR पिता HANS RAJ

निवासी BHEEM GARH GGM ने की ।

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



उप/संयुक्त पंजीयन अधिकारी (Manesar)

सब रजिस्ट्रार
मानेसर

Manoj Kumar (Aadhar No. 9952 5292 5424) S/o Sh. Rohtash Singh R/o House No. 162, Village Rithoj, Rithoj (169), Gurugram, Haryana – 122102 GPA registered vide No. 33 dated 24-08-2016 in the office of Sub registrar Sohna, District Gurugram, Haryana, (3) Smt. Seema Devi (Aadhar No 3629 8925 0477) D/o Sohan Singh, R/o A - 42, Sanjay Gram, Old Delhi Road, Near Hanuman Mandir, Sector – 14, Gurugram, Haryana, hereinafter 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 Infraprojects Pvt. Ltd., (Pan no. AAFCG4795C) having its office at 707, 7th Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, Haryana, through its Authorised Representative Sh. Pankaj Sharma authorised vide board resolution dated 02.11.2020, 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 OWNER No. 1 is in joint possession of agricultural land, along with other land owners, bearing Khewat No 117 Khata No 118, Rect. No. 36, Killa No. 3 (8-0), 7/2 (5-18), 8 (8-0), 13 (8-0), 14/1/1 (3-6), Rect. No. 37, Killa No. 1 (8-0), 2/2 (7-11), field 7 area measuring 48 Kanal 15 Marla share 63/325 i.e 9 Kanal 9 marla situated within the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, and

WHEREAS the OWNERS No. 1 and 2 are co-owners and in joint possession of agricultural land, along with other land owners, bearing Khewat No 116 Khata No. 117, Rect. No. 36, Killa No. 5/2 (5-12), 6/1 (8-2), 14/2/2 (2-14), 15 (8-0), 16 (6-16), 17/1 (4-14), Rect. No. 37, Killa No. 11 (8-0), 20 (8-0), field 8 area measuring 51 Kanal 18 Marla share of Owner No. 1 is 153/1038 i.e 7 Kanal 13 Marla and share of Owner No. 2 is 319/1038 i.e 15 Kanal 19 Marla situated within the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, and

WHEREAS the OWNER No. 1 is in joint possession of agricultural land, along with other land owners, bearing Khewat No. 94 Khata 95, Rect. No. 37 Killa No. 10 (8-0) filed 1 area


Director



Reg. No.

Reg. Year

Book No.

3805

2020-2021

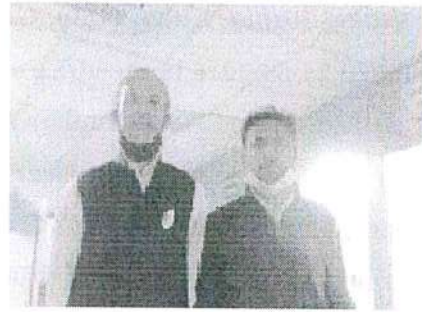
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पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Manoj Kumar OTHER S M Buildcon Pvt Ltd thru Manoj Kumar GPA Rohtash
Singh Seema Devi

दावेदार :- thru Pankaj Sharma OTHER GLS Infraprojects Pvt
Ltd.

गवाह 1 :- SHRI NIWAS

गवाह 2 :- RAKESH KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3805 आज दिनांक 20-11-2020 को बही नं 1 जिल्द नं 270 के पृष्ठ नं 139.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1148 के पृष्ठ संख्या 97 से 100 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 20-11-2020



उप/सयुक्त पंजीयन अधिकारी (Manesar)

सब रजिस्ट्रार
मानेसर

measuring 8 Kanal 0 Marla share 631/4840 i.e 1 Kanal 0 Marla situated within the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, and

WHEREAS the OWNERS No. 1 and 3 are the co-owners and in joint possession of agricultural land, along with other land owners, bearing Khewat No. 409 Khata 412, Rect. No. 37 Killa No. 14/1 (1-17), 22/1 (0-13), filed 2 area measuring 2 Kanal 10 Marla and Khewat No. 410 Khata No. 413, Rect. No. 37 Killa No. 8 (8-0), 9 (8-0), 12 (8-0), 19 (8-0) filed 4 area measuring 32 Kanal 0 Marla and total area of both Khewat is 34 Kanal 10 Marla and share of Owner No. 1 is 32/69 i.e 16 Kanal 0 Marla and share of Owner No. 3 is 1/30 i.e 1 Kanal 3 Marla,

total land measuring 51 Kanal 4 Marla situated within the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana vide Jamabandi year 2012 – 2013, the above stated land parcels are 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 / Affordable Group Housing Project / 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:

1. SUBJECT MATTER

For S. M. Buildcon Pvt. Ltd.

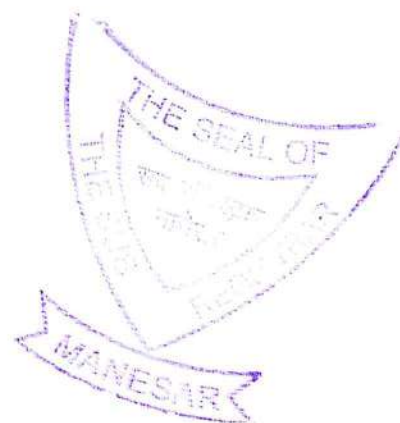
Mamika
Director

Shank

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For GLANET PROJECTS PVT. LTD.
Paulay Sharma

Authorized Signatory



- 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 proceeds from the sale of the developed area as agreed herein.
- b) That the DEVELOPER shall be rightfully & exclusively entitled to take decision to choose the kind of development of the said land i.e. 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 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 OWNERS 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 be entitled to 22% share in revenue received from the total sale proceeds received from sale of residential area of the project.
- b) That the OWNERS has apart from the share in the developed area have also received an amount of Rs. 24,00,00,000/- (Rupees Twenty Four Crore Only) from the DEVELOPER as refundable security deposit for the present agreement in the following manner:

S.no.	Favoring	Amount	Cheque No.	Dated	Drawn on
1	S. M. Buildcon Pvt. Ltd.	1,80,00,000	055981	01.12.2020	OBC Bank
2	S. M. Buildcon Pvt. Ltd.	2,00,78,125	055982	02.01.2021	OBC Bank
3	S. M. Buildcon Pvt. Ltd.	3,00,00,000	055983	02.02.2021	OBC Bank
4	S. M. Buildcon Pvt. Ltd.	3,00,00,000	055984	02.03.2021	OBC Bank
5	S. M. Buildcon Pvt. Ltd.	3,00,00,000	055985	02.04.2021	OBC Bank
6	S. M. Buildcon Pvt. Ltd.	3,20,00,000	055986	14.05.2021	OBC Bank
	Rohtash Singh	51,00,000	290997	04.11.2020	OBC Bank

For S. M. Buildcon Pvt. Ltd.

Director

Shmy

For GLS INFRA PROJECTS PVT. LTD. Page 4 of 13

Parul Singh

Authorised Signatory



1. 4. 2011

2. 4. 2011

8	Rohtash Singh	1,00,00,000	055987	01.12.2020	OBC Bank
9	Rohtash Singh	1,50,00,000	055988	03.01.2021	OBC Bank
10	Rohtash Singh	1,50,00,000	055989	03.02.2021	OBC Bank
11	Rohtash Singh	1,50,00,000	055990	03.03.2021	OBC Bank
12	Rohtash Singh	1,00,00,000	055991	03.04.2021	OBC Bank
13	Rohtash Singh	44,31,250	055992	18.05.2021	OBC Bank
14	Seema Devi	20,00,000	055993	01.12.2020	OBC Bank
15	Seema Devi	20,00,000	055994	04.01.2021	OBC Bank
16	Seema Devi	13,90,625	055995	04.02.2021	OBC Bank
	Total	24,00,00,000			

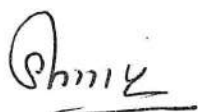
- c) That the DEVELOPER shall as consideration of developing the real estate project over the said land shall be entitled to the remaining 78 % of revenue from the total sale proceeds received from sale of developed area of the project and all residual rights in the said project qua the developed area 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.

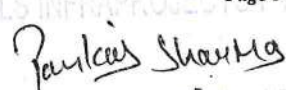
3. OBLIGATIONS OF THE OWNERS

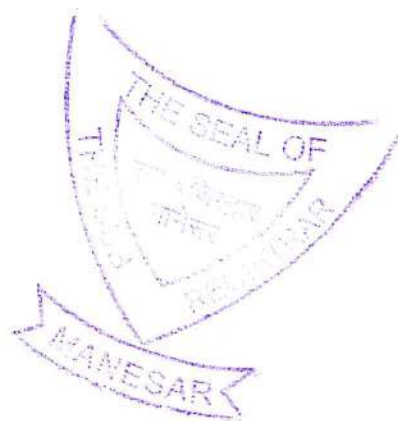
- a) That the OWNERS shall be obliged to provide the complete set of original documents qua the said land and complete revenue record of the said land for a period of 30 years here-from with 7 days of the execution of the present agreement.
- b) That the OWNERS shall be obliged to allow and assist the DEVELOPER in demarcation & survey of the said land.
- c) That the OWNERS shall be obliged to 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

For S. M. Builders Pvt. Ltd.


Director



For OLS INFRA PROJECTS LTD.

Authorized Signatory



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.

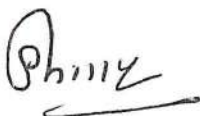
- e) That the OWNERS shall be liable to pay all charges, taxes or other recoveries or encumbrances against the said land up to the date of the present agreement.
- f) That the OWNERS shall be estopped from creating any encumbrance or third-party rights in the said land after the execution of the present agreement.
- g) That the OWNERS shall if at all they wish to sell their said land right-away, they could only sell the land to the Developer at the sale consideration as agreed mutually between the OWNERS and Developer which is to be shared as per their share in the land, as reduced by the amounts received herein as Security Deposit which shall also form part of the sale consideration in that case. The developer, thereby, 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

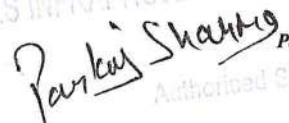
- a) That the DEVELOPER shall on execution of the present agreement shall be obliged to ascertain the kind of real estate project the said land is eligible for.
- b) That the DEVELOPER shall at its own costs and expenses shall be obliged to prepare the best layout/site plan for the development of the said land.

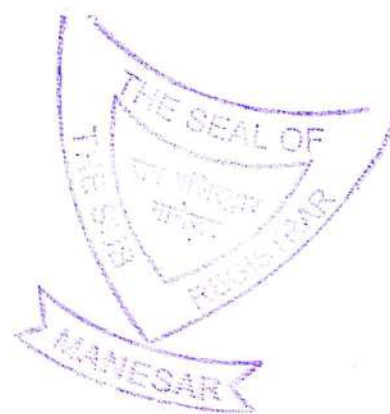
For S. M. Buildcon Pvt. Ltd.


Director



For GLS INFRA PROJECTS PVT. LTD.


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Authorized Signatory



10/10/1919
St. Vincent
Manesar

10/10/1919

- 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 costs 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 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 of 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

For S. M. Builders Pvt. Ltd.


Director



For GLS INFRA PROJECTS PVT. LTD. Page 7 of 13


Paulraj Sharma
Authorized Signatory



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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

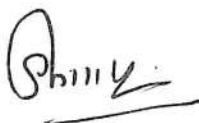
- a) That the OWNERS shall have the complete right, title and interest in to the extent of 22% of the total sale proceeds of sale of residential area constructed over the said land.
- b) That subject to the conditions regarding marketing and selling stated herein, the OWNERS shall be free to deal with 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 the OWNERS shall be entitled to know about the exact status of said real estate project, the sale proceeds, 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.
- 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.

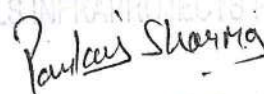
For S. M. Buildcon Pvt. Ltd.


Director

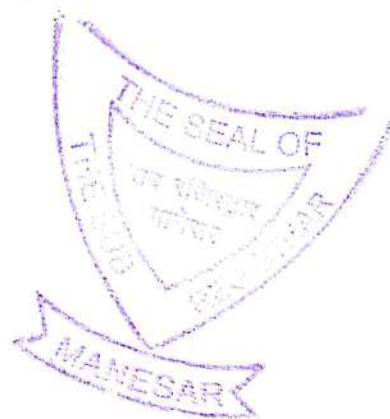


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For GLS INFRA PROJECTS PVT. LTD.



Authorised Signatory



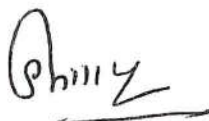
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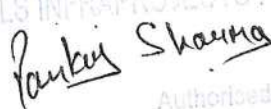
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- e) That the DEVELOPER shall have the right and prerogative to choose the kind and grade of materials used for construction, however the same shall in no manner be lesser than the Government recognized standards and the DEVELOPER shall also be rightfully 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 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 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.
 - 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 deem 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 right-away be rightfully entitled to purchase the said land at an agreed consideration 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.
- For S. M. Buildcon Pvt. Ltd. And the developer shall have the first right to purchase the said land and all rights


Director


Shri

For GLS INFRA PROJECTS PVT. LTD. Page 9 of 13

Rakesh Sharma
Authorized Signatory



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 Licence from the concerned Authority by paying the balance sale consideration as per agreed payment schedule.

- 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.
- 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 final settlement of share in sale proceeds and to charge an interest at the rate of 12% p.a. on the outstanding amount of refund.
- n) That in case of acquisition of the said land or part thereof for any purposes, the DEVELOPER shall have a right to choose whether to avail compensation against the acquired land or to have the FAR increased in the developed area of the Said Land. If compensation is decided to be received then the same shall be received in the ratio of distribution of sale proceeds herein agreed.

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. MARKETING & SALE OF DEVELOPED AREA

- a) That the DEVELOPER shall be responsible for the complete marketing and sale of

For S. M. Builders Pvt. Ltd. the developed area in the said real estate project.


Director



For S. M. INFRA PROJECTS PVT. LTD.
Page 10 of 13

Authorized Signatory



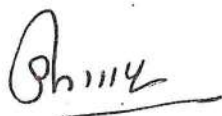
- b) That the DEVELOPER may hire any suitable agency and devise strategy for the marketing of the said real estate project.
- c) That the DEVELOPER will maintain complete records for the agreements to sell the developed area in the set real estate project and shall prescribe for the complete documentation 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.
- f) 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.

9. TIME PERIOD

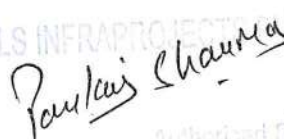
- a) That in general the time shall to be the essence of the present agreement, however, the DEVELOPER shall strive for completion of the complete residential project as early as possible and will not in any keep the project in abeyance.
- b) That, the DEVELOPER shall prepare plans for undertaking each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

For S. M. Builders Pvt. Ltd.


Director



For GLS INFRA PROJECTS LTD.


Paulina Sharma

Page 11 of 13

Authorized Signatory



- d) That the DEVELOPER shall not be liable to any further costs to the OWNERSS in case of delay in receipt of sale proceeds by the allottees or in case of unsold inventory and the OWNERS shall be entitled to the sale proceeds as and when such proceeds are realized or such unsold inventory is sold off.

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 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.

11. IRREVOCABILITY

That the OWNERS has very well consented to the development of the above said land into real estate project as per the terms of the present Collaboration agreement. The Parties have contemplated the complete bargain between themselves and have validity executed the present Collaboration agreement which is irrevocable in nature and the same is in the best interest of both of the parties and very well backed by consideration and binding.

12. INDEMNIFICATIONS

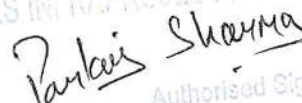
- a) That the OWNERS shall at all times keep the DEVELOPER and the said real estate project indemnified due to any defects in their title or any disputes between the OWNERS or their heirs or representatives and such disputes shall be settled by the OWNERS personally and they shall personally be liable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

For S. M. Buildcon Pvt. Ltd.


Director



For GLS INTRA PROJECTS PVT. LTD.


Authorized Signatory



- 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.
- 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

Parties

1.



Drafted By
SHRI NIWAS (Advocate)
Distt. Court Gurugram
Reg. No. P/1143/2008


20/11/2020

Mr. Buildcon Pvt. Ltd.


Director
Party of the First Part



- (1) M/s S. M. Buildcon Pvt. Ltd. through it's authorised signatory Mr. Manoj Kumar
- (2) Sh. Rohtash Singh through it's GPA holder Manoj Kumar
- (3) Smt. Seema Devi


SHRI NIWAS (Advocate)
Distt. Court Gurugram
Reg. No. P/1143/2008

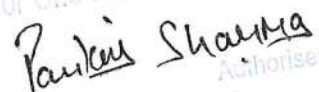
2.

TRAIFESH KUMAR

S/o Sh. HANS RAJ

P/o Bhimghar Khazi

Edu m,

For GLS INFRA PROJECTS PVT. LTD.

Authorised Signatory

Party of the Second Part

M/s GLS Infraprojects Pvt. Ltd.,
(through it's authorised signatory Sh Pankaj Sharma)

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Indian-Non Judicial Stamp Haryana Government



Date : 05/08/2021

Certificate No. G0E2021H3065

GRN No. 80216023



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: S m Buildcon Pvt Ltd

H.No/Floor : L32/5

Sector/Ward : Na

LandMark : Dlf phase 2

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 96*****44

Others : Rohtash singh, seema devi



Buyer / Second Party Detail

Name : Gls Infraprojects Pvt Ltd

H.No/Floor : 707

Sector/Ward : 15

LandMark : Jmd pacific square

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 98*****97

Purpose : ADDENDUM AGREEMENT

2898

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

ADDENDUM AGREEMENT

This **ADDENDUM AGREEMENT** is made on this 6th day of August 2021 to amend the Collaboration Agreement dated 20.11.2020, by and

BETWEEN

- (1) **M/s S. M. Buildcon Pvt. Ltd.** (Pan No. AAFCS2824L) having it's office at L-32/5, DLF Phase - II, M.G. Road, Gurgaon, Haryana - 122002 through it's authorised signatory Mr. Manoj Kumar authorised vide Board resolution dated 06.08.2021,
- (2) **Sh. Rohtash Singh** (Aadhar No 6373 2569 6961) S/o Kanheialal, R/o House No. 162, Village Rithoj, Rithoj (169), Gurugram, Haryana - 122102 through it's GPA holder Manoj Kumar (Aadhar No. 9952 5292 5424) S/o Sh. Rohtash Singh R/o House No. 162, Village Rithoj, Rithoj (169), Gurugram, Haryana - 122102 GPA registered vide No. 33 dated 24-08-2016 in the office of Sub registrar Sohna, District Gurugram, Haryana,
- (3) **Smt. Seema Devi** (Aadhar No 3629 8925 0477) D/o Sohan Singh, R/o A - 42, Sanjay Gram, Old Delhi Road, Near Hanuman Mandir, Sector - 14, Gurugram, Haryana,

डीड संबंधी विवरण

डीड का नाम AGREEMENT
तहसील/सब-तहसील Manesar
गांव/शहर बदा

धन संबंधी विवरण

राशि 100 रुपये स्टाम्प इयूटी की राशि 100 रुपये
स्टाम्प नं : G0E2021H3065 स्टाम्प की राशि 101 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:80252546 पेस्टिंग शुल्क 3 रुपये

Drafted By: SHRI NIWAS ADV GGM

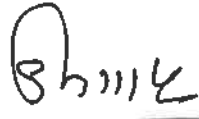
Service Charge:200

यह प्रलेख आज दिनांक 06-08-2021 दिन शुक्रवार समय 4:05:00 PM बजे श्री/श्रीमती /कुमारी

S.M. BUILDCON PVT LTD thru MANOJ KUMAROTHER ROHTASH SINGH thru MANOJ KUMARGPA पुत्र
KANHEIALAL SEEMA DEVI पुत्री SOHAN SINGH निवास A 42 SANJAY GRAM OLD DELHI ROAD NEAR
HANUMAN MANDIR SEC 14 GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।



उप/संयुक्त पंजीयन अधिकारी (Manesar)
Manesar (Gurgaon)

हस्ताक्षर प्रस्तुतकर्ता

S.M. BUILDCON PVT LTD ROHTASH SINGH SEEMA DEVI

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GLS INFRAPROJECTS PVT LTD thru SANJEEV KUMAROTHER हाजिर है ।

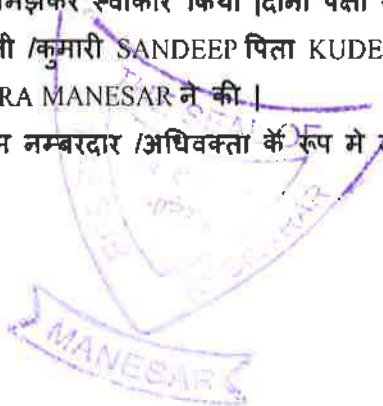
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI NIWAS पिता -- निवासी ADV
GGM व श्री/श्रीमती /कुमारी SANDEEP पिता KUDERAM

निवासी RAMPURA MANESAR ने की ।

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

Sub Registrar
Manesar (Gurgaon)



hereinafter 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 Infraprojects Pvt. Ltd., (Pan no. AAFCG4795C) having its office at 707, 7th Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, Haryana, through its Authorised Representative Sh. Sanjeev Kumar authorised vide board resolution dated 04.08.2021, 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 **Developer** are collectively referred to as "**Parties**" and individually as "**Party**" as the context demands)

WHEREAS the Owner No. 1 and Owner No. 2 is in joint possession of land bearing Khewat No 106 Khata No. 108 Rect. No. 37, Killa No. 10/1 (7-1), Khewat No. 131 Khata No 133, Rect. No. 36, Killa No. 5/2/1 (5-0), Rect. No. 37, Killa No. 11/3 (6-9), Khewat No. 132 Khata No. 134 Rect. No. 37 Killa No. 1 (8-0), 2/2 (7-11), total field 5 total area measuring 34 Kanal 1 Marla in which share of Owner No. 1 i.e. M/s S.M. Buildcon Pvt. Ltd. is 121/227 share and the share of Owner No. 2 i.e. Sh. Rohtash Singh S/o Kanheia Lal is 106/227 share, situated in the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, vide Taksim mutation No. 3392 dated 22-12-2020, Jamabandi year 2017-18 and

whereas the Owner No. 1 is in possession of land bearing Khewat No. 442, Khata No. 447, Rect. No. 37, Killa No. 9 (8-0), 12 (8-0), total field 2 total area measuring 16 Kanal 0 Marla situated in the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, vide Taksim mutation No. 3386 Taksim dated 10-12-2020, Jamabandi year 2017-18 and

And whereas the Owner No. 3 is in possession of land bearing Khewat No. 442 Khata No. 447, Rect. No. 37, Killa No. 8/3 (1-3) total field 1 total area measuring 1 Kanal 3 Marla situated in the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, vide mutation No. 3386 Taksim dated 10-12-2020, Jamabandi year 2017-18,

total land area measuring 51 Kanal 4 Marla situated in the revenue estate of Village Badha, Tehsil Manesar, District Gurugram, Haryana, vide Jamabandi

Page 2 of 6

For GLS INFRAPROJECTS PVT. LTD.


Authorised Signatory



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru MANOJ KUMAROTHER S.M. BUILDCON PVT LTD thru MANOJ KUMARGPA ROHTASH SINGH SEEMA DEVI

दावेदार :- thru SANJEEV KUMAROTHERGLS INFRAPROJECTS PVT LTD

गवाह 1 :- SHRI NIWAS

गवाह 2 :- SANDEEP

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2898 आज दिनांक 06-08-2021 को बही नं 1 जिल्द नं 279 के पृष्ठ नं 168.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1372 के पृष्ठ संख्या 7 से 9 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 06-08-2021



उप/सयुक्त पंजीयन अधिकारी (Manesar)

Sub Registrar
Manesar (Gurgaon)

year 2017-18 and the above stated land parcels are hereinafter referred to as the 'said land' which shall include the land beneath and all resources comprised therein).

AND WHEREAS the Owners had earlier executed a Collaboration Agreement bearing Vasika No. 3805 dated 20.11.2020 with the Developer Company and whereupon the License No. 35 of 2021 dated 12.07.2021 has been granted for development of the said land into an Affordable Group Housing Colony by the Director, Town and Country Planning, Haryana.

AND WHEREAS the Owners also registered the SPA (Special Power of Attorney) vide Vasika no. 73 dated 20.11.2020, which is irrevocable in nature to do and perform all acts, deed, things, matter necessary for all or any of the purposes and to give full and necessary effect for carrying out the development of the said land into a real estate project.

AND WHEREAS the parties inadvertently got noted the Owners share as 22% of the developed area or the proceeds there from which is quite more than the due share of the Owner against the land going into the development.

And WHEREAS the parties have renegotiated the transaction and have renegotiated the deal and have come to the agreement that the Owners share as stated in the Collaboration Agreement dated 20.11.2020 shall be 10.8% instead of 22%.

Now this **ADDENDUM** to the **Collaboration Agreement dated 20.11.2020** witness as under:

1. That as per the mutual understanding and discussion of both the parties, Owners and Developer ready to revise the revenue sharing of the Owners from 22% to 10.8 % of the gross sale proceeds of residential revenue from the project.
2. The Developer shall entitle for all the remaining share of the total project. The developer shall also have the complete rights on the entire project including but not limited to commercial, management, maintenance etc.
3. That any amount paid to the Owners on any account as per the Collaboration Agreement dated 20.11.2020 shall be treated as advance as part and parcel of the revenue share of owners i.e. against 10.8% revised share in the revenue from the sale of residential area of the project.

mujib

Shukla

For GLS INFRAPROJECTS PVT. LTD.

Santear
Authorised Signatory



4. That all the sales proceeds received from the project shall be received by the Developer only in their nominated Escrow Account or as per the RERA guidelines.
5. That it was also agreed by both the parties that the revised share of the Owners i.e. 10.8% shall be paid by the Developer as per the Mutual Consent of both the Parties to complete their part as full & final consideration of the Owners.
6. That the Owners already handover the said land to the Developer and also give their univocal consent to the Development of the said land into a real estate project in terms of the Collaboration Agreement dated 20.11.2020 to be developed by the Developer.
7. That the Developer shall be fully responsible for development, marketing of the project and any others works from the date of application for the license till the grant of CC (Completion Certificate). At any stage the owners of the land shall not be responsible for any claim, liability, delay in development and maintenance upto 5 years of the project.
8. The responsibilities of the Owners and the Developer are as following:-
 - a. That the DEVELOPER shall at its own costs 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.
 - b. That the Developer shall be solely and exclusively responsible and obligated to comply, at its cost and expenses, with all the provisions of all the laws applicable to the Project, including Real Estate (Regulation and Development) Act, 2016.
 - c. The Developer shall be solely and exclusively responsible and liable for the payment of GST and other taxes levies payable on the cost incurred for construction and development of the Project.
 - d. That the whole of the administrative and marketing expense comprised in the Said Project shall be payable by the Developer, without any liability of the Owners.

Manjla

Shruti

For GLS INFRAPROJECTS PVT. LTD.

Page 4 of 6

Sanjay
Authorised Signatory



- e. That the Developer shall be solely responsible and liable for compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel/workers, payment of wages, compensation, welfare etc., complaints, litigation in respect of the workers, contractors, etc. engaged in the development and construction of the Project.
 - f. That the construction of the Project over the Said Lands shall be carried out by the Developer solely and exclusively at its own cost and expenses.
 - g. That all rates, cesses and taxes due and payable in respect of the Said Lands up to the date of this Agreement shall be the exclusive liability of the Owners and thereafter the liability in this behalf shall be solely and absolutely borne by the Developer.
 - h. That the Owners covenant with the Developer that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authorities.
 - i. 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 project and the Developer shall at its own costs and expenses and responsibilities develop the project over the said land.
 - j. That in case any liabilities arisen due to the defect in the title of the said land, then the complete responsibility is on account of the Owners.
 - k. 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 building(s) and/or booking and sale of apartments/plot/units of the Project
9. That the Owners given its consent to the developer, that the Developer can raise loan/lien/mortgage the said land at any time.
10. That the Parties have contemplated the complete the bargain themselves and validly executed the ADDEMDUM Agreement which is irrevocable in nature and the same in best interest of both the parties.

Mangla

Shiik

Mangla

For GLS INFRAPROJECTS PVT. LTD.

Sanjeev
Authorised Signatory



11. That the terms of the present ADDENDUM Agreement are irrevocable and shall be read as part as parcel of the said Collaboration Agreement dated 20.11.2020.

In witness whereof, the parties hereto have signed this addendum to Collaboration Agreement dated 20.11.2020 on the day, month and year first mentioned above.

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

Witnesses

1.

SHRI NIWAS (Advocate)
Distt. Court Gurugram
Reg. No. P/1143/2008

2.

Sandeep S/O Kude Ram
Rampura

Drafted By
SHRI NIWAS (Advocate)
Distt. Court Gurugram
Reg. No. P/1143/2008
06/08/21

Parties

Parties of the First Part

(1) M/s S. M. Buildcon Pvt. Ltd.
through it's authorised signatory
Mr. Manoj Kumar

(2) Sh. Rohtash Singh through it's
GPA holder Manoj Kumar

(3) Smt. Seema Devi

For GLS INFRAPROJECTS PVT. LTD.

Party of the Second Part

M/s GLS Infraprojects Pvt. Ltd.,
(through it's authorised signatory
Sh. Sanjeev Kumar)

