

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 17/11/2020

Certificate No. G0Q2020K1528



Stamp Duty Paid : ₹ 3510000  
(Rs. Only)

GRN No. 69438703



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Gulmohar Fragrances Limited

H.No/Floor: 801

Sector/Ward: Na

LandMark: Pragati tower

City/Village: New delhi

District: New delhi

State: Delhi

Phone: 97\*\*\*\*\*36

Others: Earlier called gulmohar finance ltd



**Buyer / Second Party Detail**

Name: Synergysine Infra Lip

H.No/Floor: 802

Sector/Ward: Na

LandMark: Pragati tower

City/Village: New delhi

District: New delhi

State: Delhi

Phone: 97\*\*\*\*\*36

Purpose: Registration of Collaboration Agreement

4567

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

**COLLABORATION AGREEMENT**

**THIS AGREEMENT OF COLLABORATION** is executed at Gurugram on this 24<sup>th</sup> day of November, 2020

**BETWEEN**

**M/s. Gulmohar Fragrances Ltd. (earlier called Gulmohar Finance Ltd.)** having its office at 801 PRAGATI TOWER DELHI 110008, through its authorized person **Mr. Rajesh Maklija** ( Aadhar No.- 3282 2858 7949) , authorized vide Board Resolution dt. 11/11/2020 (hereinafter called the "OWNER" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.)**the party of the FIRST PARTY.**

For Gulmohar Fragrances Ltd.

Director

For SYNERGYSHINE INFRA LLP

Partner

प्रलेख नं:4567

दिनांक:24-11-2020

डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील वजीराबाद

गांव/शहर उल्लावास

धन संबंधी विवरण

राशि 175500000 रुपये

स्टाम्प ड्यूटी की राशि 3510000 रुपये

स्टाम्प नं : g0q2020k1528

स्टाम्प की राशि 3510000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:69438815

पेस्टिंग शुल्क 0 रुपये

Drafted By: N.S. Chouhan Adv.

Service Charge:0

यह प्रलेख आज दिनांक 24-11-2020 दिन मंगलवार समय 2:28:00 PM बजे श्री/श्रीमती /कुमारी  
MS Gulmohar Fragrances Ltd.thru Rajesh Makhija OTHER कम्पनी . निवास 801 Pragati Tower Delhi द्वारा पंजीकरण हेतु  
प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता  
MS Gulmohar Fragrances Ltd.

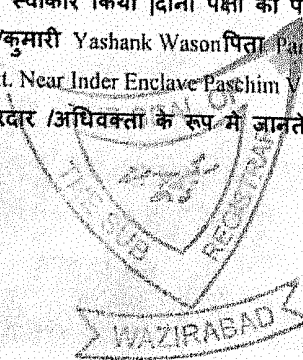
उप/संयुक्त पंजीयन अधिकारी ( वजीराबाद )

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS Synergysine Infra LLP thru Thru-Sikander Mann OTHER कम्पनी . हाजिर है ।  
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी N.S. Chouhan पिता --- निवासी Adv.  
Gurugram व श्री/श्रीमती /कुमारी Yashank Wason पिता Parveen Wason

निवासी 202 Jahaz Appnt. Near Inder Enclave Paschim Vihar W Delhi 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 ( वजीराबाद )

## AND

**M/s. Synergyshine Infra LLP** having its office at **802 PRAGATI TOWER NEW DELHI 110008**, through its authorized person **Shri Sikander Mann** (Aadhar No- 9245 0272 5887) who has been authorized to execute this Collaboration Agreement vide Board resolution dated 09/11/202 (hereinafter called the "DEVELOPER" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) **the party of the SECOND PARTY.**

Both the OWNER and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the OWNER is full-fledged and lawful owner in possession of land bearing khewat No.294, khata No.301, Rect. No.18, Killa Nos.5/2(3-16), 6(2-0) field 2 measuring 5 kanals 16 marlas and khewat No.313, khata No.320, Rect. No.8 killa No.24/2(2-15), 25(5-14), Rect. No.9, killa No.21/2(0-2), Rect No.17, killa No.1/1(1-16), Rect No.18, killa No.5/1(4-4) field 5 measuring 14 kanals 11 marlas and khewat No.257, khata No.264, Rect No.18, killa No.3/1(2-12) field 1 measuring 2 kanals 12 marlas upto the extent of 4/5 share which comes to 2 kanals 2 marlas and khewat No.256, khata No.263, Rect No.8, killa No.23/2(7-14), Rect No.18, killa No.3/2(1-14), 4(8-0), 7(6-9) field 4 measuring 23 kanals 17 marlas total land measuring 46 kanals 6 marlas, vide sale deed bearing vasika No.1538 dated 13.11.2003 registered in the office of Sub Registrar Sohna and vide sanctioned Mutation No.1448 dated 29.8.2003 and also khewat No.257/264, Rect. No.18, Killa No.3/1(2-12), kita 1 total land measuring 2 kanals 12 marlas to the extent of 10/52 share which comes to 0 kanal 10 marlas by way of mutation No.1825 dated 5.4.2007, thus grand total measuring 46 kanals 16 marlas situated in the revenue estate of Village Ullawas, Sub Tehsil Wazirabad, District Gurugram and as per Jamabandi for the year 2017-18 and subsequent Jamabandis (hereinafter referred to as 'Said Land').

WHEREAS the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNER has legal title to the Said Land and is entitled in law to deal with the same.

For Guanoor Fragrances Ltd

Director

For SYNERGYSHINE INFRA LLP

Sikander

Partner

Reg. No.

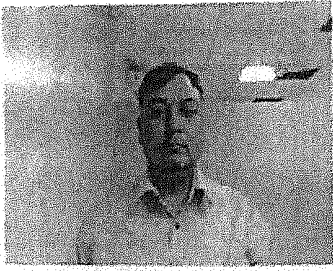
Reg. Year

Book No.

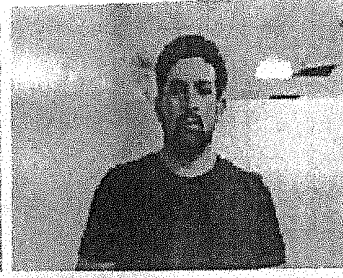
4567

2020-2021

1



पेशकर्ता



दावेदार



गवाह

WHEREAS the  
Housing Project

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Rajesh Makhija OTHER MS Gulmohar Fragrances Ltd.

दावेदार :- thru Thru-Sikander Mann OTHERMS Synergysine Infra  
LLP

गवाह 1 :- N.S. Chouhan

गवाह 2 :- Yashank Wason

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4567 आज दिनांक 24-11-2020 को बही नं 1 जिल्द नं 67 के पृष्ठ नं 197.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1987 के पृष्ठ संख्या 1 से 4 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 24-11-2020

उप/सयुक्त पंजीयन अधिकारी ( वजीराबाद )

WHEREAS the DEVELOPER is desirous of developing an affordable Housing Project on the said land and the OWNER is also interested in getting the said land developed for Affordable Housing Project on collaboration basis at the sole expenses and costs of the DEVELOPER and the DEVELOPER has agreed to undertake the DEVELOPMENT of the said land on the terms and conditions hereinafter mentioned:-

1. That the subject matter of this collaboration agreement between the OWNER and the DEVELOPER is the said land admeasuring 46 kanal 16 marlas situated in the revenue estate of Village Ullawas, Sub Tehsil Wazirabad, District Gurugram for utilizing the same for construction and development of the same as an Affordable Housing Project by the DEVELOPER.
2. That the DEVELOPER undertakes to procure/obtain at its own cost an expense and with its own resources the requisite licences, permission sanctions and approvals of all competent authorities for developing an Affordable Housing Project. The OWNER agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the said land and to irrevocably vest in all the authority of the OWNER as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permission sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining licence, clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
3. That the Building Plans for the proposed Affordable Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed/applicable pertaining to the said land as may be in force in the area.
4. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning Department, Haryana and/or such other authorities as may be concerned in the matter.

For Gulmohar Fragrances Ltd.

Director

For SYNERGYSHINE INFRA LLP

Partner

for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in accordance with applicable zonal plans subsequent to execution of this agreement.

5. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority till obtaining of license shall be wholly to the account of the DEVELOPER.
6. That all statutory fees and charges incidentals including scrutiny fees, conversion charges and all type of charges relating to obtaining of license shall be paid by the DEVELOPER. The cost of raising of construction shall be incurred by the DEVELOPER. All charges for furnishing bank guarantees or any other additional charges payable to any department, RERA, any other office or authority for the said project including services like water, sewerage or electricity supply shall be borne by the DEVELOPER.
7. That the DEVELOPER shall be entitled to immediately apply for obtaining Letter of Intent and licence for developing the proposed project on the said land. The DEVELOPER may at its option get any project sanctioned on the said land. The OWNER is simultaneously executing a Special Power of Attorney in favour of the DEVELOPER/ its nominee to enable the DEVELOPER to obtain the requisite sanctions, to deal with different departments and to ensure the implementation of the project.
8. That, in consideration of the responsibilities to be borne and expenses to be incurred in the development and construction work of the affordable housing project, the OWNER shall get  constructed as well as land area and the DEVELOPER shall get  of the constructed area as well as land area in the affordable housing project or the sale proceeds of the units of the said affordable housing project shall be shared between both parties in the above mentioned ratio.
9. That, either of the parties shall not encumber or create any charge on the said land except the second party to obtain loan for construction and

For Gulmohar Fragrances Ltd.

Director

For SYNERGYSHINE INFRA LLP

Sireesh

Partner

to sell the units constructed on the project land. All the sale of the units to be constructed on the affordable housing project land shall be executed by the second party who shall be entitled to receive advance money for allot the units, however, the sale deed shall be executed by both parties.

10. That this agreement shall devolve all necessary rights and entitlement on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and own the land underneath the said project and all common facilities therein.
11. On paying the balance agreed consideration of sale proceeds to the OWNER, the DEVELOPER shall be entitled to obtain irrevocable General Power of Attorney from the OWNER for dealing with the said land in the manner deemed fit by it. After receipt of the balance agreed amount from the DEVELOPER, the OWNER shall not be entitled to cancel any of the documents executed by them in favour of the DEVELOPER.
12. That all expenses for execution and registration of sale deed and transfer of licence etc. shall be borne exclusively by the DEVELOPER.
13. That the DEVELOPER shall apply for license for development of Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this contract. The DEVELOPER shall complete all formalities for obtaining licence. In case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account the DEVELOPER is unable to obtain the requisite permission for development of the said land, the DEVELOPER shall have no claims whatsoever against the OWNER. No liability will be passed to the OWNER for any expenses incurred by the DEVELOPER.
14. That in case any amount / fees/bank guarantee deposited by the DEVELOPER / any other authority is refunded to the OWNER, the same shall be returned to the DEVELOPER within ten days of the receipt of the same.

For Gulmohar Enterprises Ltd.

Director

For SYNERGYSHINE INFRA

Part

receipt of the same and in the event of any delay beyond this per OWNER will pay an interest @ 12% per annum on the amount received.

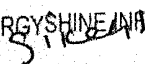
15. That since considerable expenditure, efforts and expertise are in getting the land use changed and obtaining the licence proposed complex it is the condition of this agreement that the OWNER / or their nominees or their legal heirs will not cancel out and/or withdraw from this agreement subject to timely completion of development and construction within agreed time frame which the DEVELOPER besides its other rights will be entitled to have the said agreement fulfilled / enforced through process of law at the cost and expenses of the OWNER.
16. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published and comply with the policy. The DEVELOPER shall also be entitled to and interact with the concerned government officials to finalize the plan of draw of lots for allocation/sale of apartments in the Affordable Housing Project. All expenses for advertisement, finalization of draw of lots etc. shall be borne exclusively by the DEVELOPER.
17. That the DEVELOPER shall be solely responsible and liable for the payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, pay wages, compensation, welfare etc. and / or for any accident or injury or damage to workmen, plant and machinery or third party. All claims and demands regarding construction shall be settled and cleared by the DEVELOPER and no liability on this shall fall on the OWNER.
18. That the OWNER and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as their respective share of sale proceeds share from the project.

For Gulmohar Fragrances Ltd.



Director

For SYNERGYSHINE





19. That OWNER has declared and represented to the DEVELOPER the said land is free from all encumbrances, charges, gifts, attachments, liabilities, tenancy, unauthorized occupation and whatsoever and no notice of requisition or acquisition has been received by the OWNER and that the OWNER shall keep the said land free from all encumbrances, till the duration and full implementation of the agreement in all respects.
20. That after agreeing upon the terms of this agreement, 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 complex and / or booking and sale of apartments and project buildings.
21. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the District and Country Planning Department, Haryana and/or such other authority(ies) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanction and approvals for development, construction and completion of the proposed complex/es on the said land. The DEVELOPER shall have full liberty to put up its sign boards at the premises of the said land with a legend that the building to be constructed as above is an Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site offices in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the OWNER to the DEVELOPER under this clause, does not empower the DEVELOPER to carry out any construction work on the said land until layout plans have been sanctioned and environmental clearance has been obtained by the competent authority(ies) as contemplated herein.
22. That this agreement is not and shall not however be deemed to be construed as a partnership between the parties hereto nor will it be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

For Gulmohar Fragrances Ltd.

*[Signature]*  
Director

For SYNERGYSHINE INFR  
*[Signature]*

23. That the parties hereto have agreed and undertaken to perform the obligations of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for the proper implementing or giving effect to the terms of this agreement.
24. That the OWNER shall be bound as and when called upon by the developer to execute any requisite legal documents and to do all such acts, deeds and things as may be required at the costs and expenses of the developer for transfer of license, sanction and approvals in connection with such documents and to do all such acts, deeds and things as may be required for transfer of license failing which the owner undertake to execute and indemnify the developer / persons claiming through or under the license from the developer for all types of losses and damages that may be caused to the developer on account of non fulfillment or promises made by the OWNER.
25. That the parties hereto have agreed and undertaken to pay their own separate tax and/ or other liabilities punctually and indemnify the other party and the said property against any attachment, seizure or execution thereof. It is also hereby expressly agreed and declared that :
- a) each of the parties hereto has undertaken obligations and liabilities as specified hereinabove on their own account and as principal and not on behalf of, or on account of or as agent of any of them or of anyone else;
  - b) each of the parties hereto shall bear and pay its own income tax and all other taxes in respect of the realization of the property by each of them under these presents.
26. That this agreement overrides and supersedes all prior discussions, correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.

For Guanchang Enterprises Ltd.

Director

For SYNERGYSHINI

S. V. Reddy

- 27. That the failure of either party to enforce at any time or for any of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and provision.
- 28. That if any provision of this Agreement shall be determined to be or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 29. That the Punjab and Haryana High Court at Chandigarh, and Court of Gurugram subordinate to it, alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

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

WITNESSES -1.

*[Signature]*  
Adv. N.S. Chouhan  
Distt. Court, Gurugram  
P/1582/2003

For Gulmohar Fragrances

**OWNER**

M/s. Gulmohar Fragrance  
(earlier called Gul  
Finance Ltd.) through  
authorized person Mr. J  
Makhija

*[Signature]*  
N.S. Chouhan  
Distt. Court, Gurugram  
P/1582/2003

For SYNERGYSHINE INFRA LLP

*[Signature]*

Partner

**DEVELOPER**

M/s. Synergyshine Infra  
through its duly authorized  
person Mr. Sikander Mar

2. *[Signature]*  
yashank wason  
S/o. Sh. Parveen wason  
R/o Flat no. 202, Jahaz Apartment  
Near Indira Enclave, Paschim Vihar  
Sunder Vihar, west Delhi - Delhi-87  
(Aadhar no. 3182 4555 0341)