

Non Judicial

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 22/02/2022

Certificate No. G0V2022B1933

GRN No. 87515361



Stamp Duty Paid : ₹ 938000  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Haryana industries

H.No/Floor : 318

Sector/Ward : Na

LandMark : Udyog vihar phase ii

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 98\*\*\*\*\*13



**Buyer / Second Party Detail**

Name : Gls infracon Pvt ltd

H.No/Floor : 707/7th

Sector/Ward : 15

LandMark : Part ii jmd pacific square

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*49

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>

- |                                       |   |                         |
|---------------------------------------|---|-------------------------|
| 1. Nature of document                 | : | Collaboration Agreement |
| 2. Village                            | : | Nawada Fatehpur         |
| 3. Tehsil                             | : | Manesar                 |
| 4. District                           | : | Gurugram                |
| 5. Area                               | : | 15 Kanal 0 Marla        |
| 6. Stamp duty                         | : | Rs. 9,38,000/-          |
| 7. Stamp GRN No. & Certificate No     | : | 87515361 & G0V2022B1933 |
| 8. Registration & Pasting Fee         | : | Rs. 50,010/-            |
| 9. Registration & Pasting Fee GRN No. | : | 87515663                |

**COLLABORATION AGREEMENT**

**THIS AGREEMENT OF COLLABORATION** (hereafter referred to as the Agreement) is executed at Gurugram on this 23<sup>rd</sup> day of February, 2022

**BETWEEN**

**M/s Haryana Industries** (Pan No. AADFH5426L) having it's office at 318, Udyog Vihar, Phase-II, Gurugram, Haryana-122016 through it's partner Mr. Raju Verma (Aadhar No. 3034 1878 0958) authorised vide Authority Letter/Board resolution dated 18<sup>th</sup> February 2022, hereinafter referred as **OWNER** as the **"PARTY TO THE FIRST PART"** (which

For Haryana Industries  
Authorised Signatory

For GLS Infracon Private Limited

Authorised Signatory

## डीड संबंधी विवरण

डीड का नाम COLLABORATION  
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नवादा फतेहपुर

## धन संबंधी विवरण

राशि 46875000 रुपये

स्टाम्प ड्यूटी की राशि 937500 रुपये

स्टाम्प नं : G0V2022B1933

स्टाम्प की राशि 938000 रुपये

रजिस्ट्रेशन फीस की राशि 50000  
रुपये

EChallan:87515663

पेस्टिंग शुल्क 0 रुपये

Drafted By: SHRINIWAS ADV

Service Charge:0

यह प्रलेख आज दिनांक 23-02-2022 दिन बुधवार समय 2:51:00 PM बजे श्री/श्रीमती /कुमारी

MS HARYANA INDUSTRIES thru RAJU VERMA OTHER निवास 318 UDYOG VIHAR PHASE ii GURUGRAM  
HARYANA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

MS HARYANA INDUSTRIES

उप/संयुक्त पंजीयन अधिकारी (Manesar)

संयुक्त सब रजिस्ट्रार  
मानेसर (गुड़गाँव)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GLS INFRACON PVT LTD thru SANJEEV KUMAR OTHER हाजिर है। प्रतुत  
प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRINIWAS पिता --- निवासी ADV  
GGM व श्री/श्रीमती /कुमारी ASHOK KUMAR SHARMA पिता ---

निवासी ADV 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)

संयुक्त सब रजिस्ट्रार  
मानेसर (गुड़गाँव)

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) having its office at 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector 15 Part II, Gurugram, Haryana, through its Authorized Representative Mr. Sanjeev Kumar authorized vide board resolution dated 5<sup>th</sup> February 2022, hereinafter called as the **DEVELOPER** as “**PARTY TO THE SECOND PART**”, (which expression shall mean and include their successors, legal heirs, liquidators, executors, legal representatives, administrators, assignees and nominees etc.).

(hereinafter the **OWNER** and the **DEVELOPER** are collectively referred to as “Parties” and individually as “Party” as the context demands).

WHEREAS the **OWNER** is in possession of land bearing Khewat No 262 Khata No 290, Rect. No. 29, Killa No. 16/2/2 (3-16), 25 (8-0) and Khewat No. 78 Khata No. 89, Rect. No. 29, Killa No. 16/1 (3-4), total field 3, area measuring 15 Kanal 0 Marla situated within the revenue estate of Village Nawada Fatehpur, Tehsil Manesar, District Gurugram, Haryana vide Jamabandi year 2016 – 2017 (hereinafter referred to as the ‘**said land**’ which shall include the land beneath and all resources comprised therein).

AND WHEREAS the **OWNER** contemplate to DEVELOP the said land into a real estate project whether residential colony / 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 **OWNER** 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 **OWNER** as true and being involved in the business of real estate development has accepted the proposal for development of a planned real estate project over the said land on the terms and conditions hereinafter appearing:

For Haryana Industries  
  
Authorized Signatory

For GLS Infracon Private Limited

  
Authorized Signatory



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru RAJU VERMAOTHER MS HARYANA INDUSTRIES

दावेदार :- thru SANJEEV KUMAROTHERGLS INFRACON PVT LTD

गवाह 1 :- SHRINIWAS

गवाह 2 :- ASHOK KUMAR SHARMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11254 आज दिनांक 23-02-2022 को बही नं 1 जिल्द नं 290 के पृष्ठ नं 61 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1598 के पृष्ठ संख्या 45 से 46 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 23-02-2022



उप/संयुक्त पंजीयन अधिकारी (Manesar)

संयुक्त सब रजिस्ट्रार  
मानेसर (गुडगाँव)

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

## 1. SUBJECT MATTER

- a) That the subject matter of this Agreement comprises the development of the land of the OWNER by the DEVELOPER into a planned real estate project in accordance with the approvals, sanctions and permissions as may be granted to the Developer and to share the 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 OWNER shall cease all rights in the said land against consideration herein agreed and give the land clear from all encumbrances in all respect for the development of the said real estate project and the DEVELOPER shall at its own costs and expenses and responsibilities develop the said real estate project over the said land and the parties shall share the rights and OWNER in the developed area of the said real estate project as per their entitlement.

## 2. CONSIDERATION

- a) That the OWNER shall as a consideration of the said land going into the real estate project as stated shall be entitled to 25.31% share in revenue received from the total sale proceeds received from sale of residential area of the project.
- b) That the OWNER has apart from the share in the developed area have also received an amount of Rs. 2,00,00,000/- (Rupees Two Crore Only) from the DEVELOPER as refundable security deposit for the present agreement in the following manner:

S.no.	Favoring	Amount	RTGS No.	Dated	Drawn on
1	Haryana Industries	2,00,00,000/-	PUNBR52022022219683226	22.02.2022	Punjab & National Bank

- c) That it is agreed between both the parties that any amount paid to the OWNER by the DEVELOPER shall be treated as part and parcel of the agreed revenue share of the OWNER.

For Haryana Industries  
  
Authorised Signatory

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For GLS Infracon Private Limited  
  
Authorised Signatory



- d) That the DEVELOPER shall as consideration of developing the real estate project over the said land shall be entitled to the remaining of revenue from the total sale proceeds received from sale of developed area of the project included but not limited with residential, commercial etc. 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.
- e) That the OWNER shall give the vacant physical possession of the said land immediately upon the signing of this Collaboration Agreement to the DEVELOPER. If the OWNER fails to give vacant physical possession of the said land, then the OWNER shall be liable to pay Rupees One Lakh per Acre per month as Penalty for the delay in handing over possession of the said land for Project work.
- f) That in any circumstances the LOI and/or License were not issued on the said land then the OWNER is liable to refund the entire amounts so received from the DEVELOPER, without any interest, within 3 months from receiving of such written communication. In the event of delay in making refund of such amounts beyond period of 3 months, OWNER shall be liable to pay interest @ 12% per annum for such delayed period and till that time OWNER shall have no right, title or interest claim over the said land.

### 3. OBLIGATIONS OF THE OWNER

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

For Haryana Industries  
Authorised Signatory

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For GLS Infracon Private Limited

Authorised Signatory





- d) That the OWNER shall as and when called by the DEVELOPER, without any further considerations, jointly or individually be obliged to execute the General Power of Attorney / Special Power of Attorney, or any kind of authorization as is required by the DEVELOPER for the performance of the terms of the present agreement and for the effective development of the said land into a real estate project including for obtaining permission for change of land use, procuring license / CLU, for getting sanctioned site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and for dealing with/sale of constructed/unconstructed and/or developed/undeveloped portions of the said real estate project.
- e) That the OWNER shall be liable to pay all charges, taxes or other recoveries or encumbrances against the said land up to the date of the present agreement.
- f) That the OWNER 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 OWNER 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 OWNER 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 OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said real estate project.
- i) That the OWNER shall be responsible and be liable for their personal tax obligations.

#### **4. OBLIGATIONS OF THE DEVELOPER**

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

For Haryana Industries

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For GLS Infracon Private Limited

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- 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 the DEVELOPER shall bear the complete costs of stamp duty and registration charges for the execution and registration of the present agreement.
- j) That the DEVELOPER shall be obliged to undertake the development as the per all laws and rules and regulations in force and as applicable and shall be obliged to comply with all conditions of licenses and permissions and put in place all implements and infrastructure as applicable and specified for the purposes of safety and security or other conditions specified by any authority as seized of jurisdiction.




## 5. RIGHTS OF THE OWNER

That the OWNER shall have the complete right, title and interest in to the extent of 25.31% of the total sale proceeds of sale of residential area constructed over the said land.

## 6. RIGHTS OF THE DEVELOPER

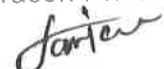
- a) That the Developer shall be entitled to take over the actual physical possession of the said land for the development of the said real estate project.
- b) That the DEVELOPER shall have the right and prerogative to choose the development of the said land and to finalise the name, layout plans, and 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.

For Haryana Industries

  
Authorized Signatory

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For GLS Infracon Private Limited



Authorized Signatory



- i) That the DEVELOPER shall without any further authorization from the OWNER have rights to market and sell the rights in the to-be-developed area in the said real estate project through any manner and scheme as it may deem fit and to receive money against the same and execute receipts and other agreements for the same.
- j) That the DEVELOPER shall have complete authority to represent the OWNER and to execute, file or deposit any document, application, pleading, representation, costs and fees etc. and to appear before any authority, or Government or Statutory body regarding the said land or the said real estate project for and on behalf of the OWNER as may 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 OWNER want to sell their said land right-away be rightfully entitled to purchase the said land at an agreed consideration between the OWNER 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 License 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 OWNER 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 OWNER can assign their rights created herein however, prior to creating any third party rights against consideration qua their share the OWNER 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 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 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.

For Haryana Industries

Authorised Signatory

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For GLS Infracon Private Limited

Authorised Signatory



## 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.
- d) That the DEVELOPER shall not be liable to any further costs to the OWNER in case of delay in receipt of sale proceeds by the allottees or in case of unsold inventory and the OWNER 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 OWNER 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

For Haryana Industries

Authorised Signatory

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For GLS Infracon Private Limited

Sanjeev



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 OWNER 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 OWNER or their heirs or representatives and such disputes shall be settled by the OWNER personally and they shall personally be liable for the same.
- b) That the DEVELOPER shall keep the OWNER indemnified of any liability accruing to them or their share of developed area due to the acts or obligations of the DEVELOPER or any of its agents, contractors or vendors.

## 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

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

2.  ASHOK KUMAR SHARMA  
Advocate  
DISTT. COURT GURUGRAM  
REG. NO. 3403

  
Drafted By  
SHRI NIWAS (Advocate)  
Distt. Court Gurugram  
Reg. No. P/1143/2008  
23/02/22

### Parties

#### Party of the First Part

(M/s Haryana Industries through  
it's partner Mr. Raju Verma)

For GLS Infracon Private Limited

  
Authorised Signatory

#### Party of the Second Part

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

