

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/11/2021

Certificate No. G0P2021K1245



Stamp Duty Paid : ₹ 179000
(Rs. Only)

GRN No. 84116828



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Maya devi

H.No/Floor : Na

Sector/Ward : Na

LandMark : Vpo dhorka 120

City/Village : Dhorka

District : Gurugram

State : Haryana

Phone: 95*****17



Buyer / Second Party Detail

Name : GLS infraprojects pvt ltd

H.No/Floor : 707/7th

Sector/Ward : 15

LandMark : Part ii jmd pacific square

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 88*****81

Purpose : Collaboration Agreement



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

- | | |
|---|---------------------------------|
| 1. Nature of Document | : Collaboration Agreement |
| 2. Village | : Dhorka |
| 3. Tehsil | : Harsaru |
| 4. District | : Gurugram |
| 5. Area | : 3 Kanal 5 Marla. |
| 6. Stamp duty | : Rs.1,79,000/- |
| 7. GRN No. | : 84116828 |
| 8. Stamp Certificate No | : G0P2021K1245 Dated 16.11.2021 |
| 9. Registration & Pasting Fees | : Rs. 45,005/- |
| 10. Registration & Pasting Fees GRN No. | : 84117688 |

COLLABORATION AGREEMENT

This Collaboration agreement is herein executed on this .04. day of December, 2021, at Gurugram between:

Maya Devi

For GLS INFRAPROJECTS PVT LTD

Page 1 of 13

[Signature]

Authorised Signatory

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर ढोरका

धन संबंधी विवरण

राशि 8937500 रुपये

स्टाम्प ड्यूटी की राशि 178750 रुपये

स्टाम्प नं : g0p2021k1245

स्टाम्प की राशि 179000 रुपये

रजिस्ट्रेशन फीस की राशि 45000
रुपये

EChallan:84117688

पेस्टिंग शुल्क 0 रुपये

Drafted By: T C KHATANA ADV

Service Charge:0

यह प्रलेख आज दिनांक 01-12-2021 दिन बुधवार समय 12:26:00 PM बजे श्री/श्रीमती /कुमारी
Maya Devi पत्नी Subhash Chand निवास Dhorka, Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Maya Devi

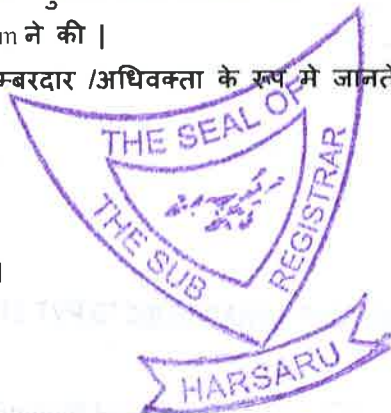
उप/संयुक्त पंजीयन अधिकारी (हरसरु)

हस्ताक्षर प्रस्तुतकर्ता
Maya Devi

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GLS Infraprojects Pvt. Ltd thru Rakesh Kumar OTHER हाजिर हैं । प्रतुत प्रलेख के
तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khatana पिता --- निवासी Adv
Gurugram व श्री/श्रीमती /कुमारी Shiv Kumar पिता ---
निवासी Adv Gurugram 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 (हरसरु)

दिनांक 01-12-2021

Smt. Maya Devi (Aadhar No. 8503 1861 6951) W/o Shri Subhash Chand R/o VPO Dhorka (120), District Gurugram, Haryana, as party of the FIRST PART, hereinafter referred to as the **Owner**, (which expression shall mean and include its successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.)

And

M/s GLS Infraprojects Private Limited, a company incorporated under the Companies Act, 1956, having CIN No. U70102HR2013PTC051335 and its registered office at 707, JMD Pacific Square, Sector 15, Part II, Gurugram – 122001(Haryana) through Mr. Rakesh Kumar, authorized to execute the present agreement vide Board Resolution dated 18.10.2021, **as party of the OTHER PART**, hereinafter referred to as the **DEVELOPER**, (which expression shall mean and include its successors, legal heirs, liquidators, executors, legal representatives, administrators, agents, assignees and nominees etc.)

Together the parties to the present Collaboration Agreement are referred to as **Parties**

And whereas the Owner is the owner of the land in Khewat/Khata no. 117/122, Rect. No. 14, Killa No. 11/2/1(3-5) Kita 1, total measuring 3 Kanal 5 Marla situated within the revenue estate of Village Dhorka, Tehsil Harsaru, District Gurugram, Haryana vide Mutation No. 1513 sanctioned on 14.01.2021 & Jamabandi year 2018-2019. The said land along with all rights, title or interests therein is herein after referred to as **“Said Land”**.

AND WHEREAS the **OWNER** contemplate to DEVELOP the said land into a real estate project whether plotted residential or plotted commercial and being not fully equipped to execute and complete the work of development of the proposed residential or commercial project have approached the **DEVELOPER** who is engaged in the development of Real Estate project and has experience in this line of business and is also contemplating development of nearby lands of the said land and the developer could 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 GLS INFRAPROJECTS PVT LTD

Page 2 of 13



Authorised Signatory



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- Maya Devi Maya Deviदावेदार :- thru Rakesh Kumar OTHERGLS Infraprojects Pvt.
Ltd Rakesh Kumarगवाह 1 :- T C Khatana T C Khatanaगवाह 2 :- Shiv Kumar Shiv Kumarप्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 6595 आज दिनांक 01-12-2021 को बही नं 1 जिल्द नं 38 के पृष्ठ नं 60.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 849 के पृष्ठ संख्या 5 से 6 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 01-12-2021



उप/सयुंक्त पंजीयन अधिकारी(हरसरु)

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 said land of the OWNER by the DEVELOPER into a planned commercial (SCO) real estate project in accordance with the approvals, sanctions and permissions as may be granted to the Developer and to share the ownership of the developed area over the said land between the parties as agreed.
- b) That the DEVELOPER shall develop the said land into a plotted commercial project (SCO) in the best interests of the parties and in the best utilization of the said land.
- c) That the OWNER shall cease all rights in the said land against consideration herein agreed and handover physical possession of the said land free from all encumbrances for the development of the said real estate project over the said land and/or including the said land and the DEVELOPER shall at its own costs and expenses and responsibilities develop the said real estate project over the said land and the parties shall share the rights and ownership in the developed area of the said real estate project as per their entitlement in the said land.

2. CONSIDERATION

- a) That the OWNER shall as an all-inclusive consideration of the said land going into the real estate project get 44% of the total developed plotted commercial area only on the said land.
- b) That the OWNER has apart from the share in the revenue have also received an amount of Rs.15,00,000/- (Rupees Fifteen Lakh Only) from the DEVELOPER as non-refundable security deposit for the present agreement in the following manner:

S.no	Amount	Cheque / RTGS No.	Dated	Drawn on
------	--------	-------------------	-------	----------



For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



THE SUB REGISTRAR

HARSARU

1	15,00,000/-	185817	02.12.2021	Yes Bank
---	-------------	--------	------------	----------

- c) That the Developer shall allot to the Landowner and or its nominees developed shop-cum-office plotted area in the Project at the sole discretion of the Developer which shall be equivalent to 44% of approved project area of the Said Land. It is clarified that any allotment and transfer of the land in favour of the Landowner shall be in accordance with applicable laws, including but not limited with the Real Estate (Regulation and Development) Act, 2016, and DTCP guidelines in this regard.
- d) That the DEVELOPER shall as consideration of developing the real estate project over the said land shall be entitled to all residual rights in the said project and the remaining 56 % of the developed area and land beneath and complete right to management of the developed real estate project and rights to maintenance of the said real estate project against consideration.
- e) That in the event the Developer not able to receive the license in respect of the said land within a period of 3 years from signing of this agreement due to whatever reasons, the agreement shall stand terminated automatically with immediate effect provided unless the parties mutually extend the time period in writing. On termination of this Agreement, the OWNER is liable to refund the entire amounts so received from the Developer, without any interest, within 6 months of such termination. In the event of delay in making refund of such amounts beyond period of 6 months, OWNER shall be liable to pay simple interest @ 18% per annum for such delayed period and till that time OWNER shall have no right, title or interest claim over the said land. On receiving the entire amounts from the OWNER, the DEVELOPER shall, within 07 days of such refund, handover the vacant, peaceful physical possession of the said land to the OWNER. In the event, the DEVELOPER fails to handover the vacant, peaceful physical possession of the said land to the OWNER, the DEVELOPER shall be liable to pay Rs. 50,000/- (Rupees Fifty Thousand only) per day for such period of delay.
- f) That in case the share/area of any parties is not able to be demarcated in exact agreed proportion then the party receiving more area shall be liable to pay the consideration as per the circle rate of such increased area to the other party at the time of final demarcation of share.

Maya Devi

For GLS INFRAPROJECTS PVT LTD

Page 4 of 13

[Signature]

Authorised Signatory



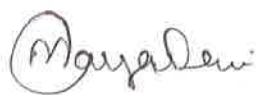
10/11/2019 10:11:11 AM

10/11/2019 10:11:11 AM

- g) That the OWNER shall give the vacant physical possession of the said land immediately upon the signing of this Collaboration Agreement. 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 for Project work.

3. OBLIGATIONS OF THE OWNER

- a) That the OWNER shall be obliged to provide the complete set of original documents qua the said land and complete revenue record of the said land for a period of 30 years here-from with 7 days of the execution of the present agreement.
- b) That the OWNER shall be obliged to assist the DEVELOPER in demarcation of the said land and its survey.
- c) That the OWNER shall have his share demarcated/partitioned from the other co-owners at its own costs and expenses and shall 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 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 or Deed 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 & transfer of complete ownership of the Developer's share, 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 development and sale of developed 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.



Page 5 of 13

For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



- g) That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development of the said real estate project.
- h) That the OWNER shall be responsible and be liable for their personal tax obligations.
- i) That the OWNER shall be liable to built up her share of the developed area within 2 years from the receipt of the Occupation Certificate by the DEVELOPER failing which the OWNER shall bear all consequent costs.
- j) That the OWNER shall be liable to pay the maintenance, IMFS, power back up and other service charges as may be applicable with other customers respectively qua her share of developed land.

4. OBLIGATIONS OF THE DEVELOPER

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



For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



THE SEAL OF THE SUB REGISTRAR

HARSARU

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

5. RIGHTS OF THE OWNER

- a) That the OWNER shall have the complete right, title and interest in the developed area the extent of 44 % of the complete developed area, developed over the said land.
- b) That subject to the conditions regarding marketing and selling stated herein, the OWNER shall be free to deal with their share in the said real estate project as per their desire, subject to the general conditions of transfer, maintenance and management of the said real estate project and the costs and expenses related thereto. The Developer shall exclusively bear all the stamp duty & registration



For GLS INFRAPROJECTS PVT LTD

Page 7 of 13



Authorised Signatory



charges towards conveyance of plot(s) in favour of the OWNER or his nominee i.e. Class 1 legal heirs listed in Schedule I of the Hindu Succession Act, 1956.

- c) That the OWNER shall be entitled to fully paid allotment letters regarding their respective share of the developed area as and when the same are being issued by the Developer.
- d) That OWNER shall not be liable to pay the EDC or IDC charges if the Owner desires to keep her share of land or part thereof in her name or in the name of any of her Class 1 heirs. However, if the Landowner wants to sell any plot of her share to any other third party, except her Class I legal heirs listed at Schedule I of the Hindu Succession Act, 1956 the sale amount received from such third-party buyer shall be solely payable to Landowner but third-party buyer shall be liable to pay the respective share of EDC and IDC amount to the Developer.

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



For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



- f) That the DEVELOPER shall have the right and prerogative to prepare the marketing and advertising schemes of the said project and to appoint the Authorized Brokers and Dealers for the said project.
- g) That the DEVELOPER shall be rightfully entitled to the entire management of the said project from the inception to the completion and thereafter for the efficient maintenance of the services being provided therein against consideration and shall be rightfully entitled to the security deposit against the same.
- h) That the DEVELOPER shall be entitled to raise finance against the said project as it may deem fit and proper, however the share of the OWNER shall not be encumbered.
- i) That the DEVELOPER shall without any further authorization from the OWNER have rights to market and sell the rights in the to be developed area in the said real estate project through any manner and scheme as it may deem fit and to receive money against the same and execute receipts and other agreements for the same.
- j) That the DEVELOPER shall have complete authority to represent the OWNER and to execute, file or deposit any document, application, pleading, representation, costs and fees etc. and to appear before any authority, or Government or Statutory body regarding the said land or the said real estate project for and on behalf of the OWNER as may deemed necessary for the purposes of the present agreement and development of the said real estate project.
- k) That the DEVELOPER shall 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.
- l) That on completion of the project and availing Occupation Certificate, the DEVELOPER shall be rightfully entitled to the refund of the security deposit (if any) from the OWNER and till the same is repaid the DEVELOPER shall have a right to withhold the actual possession of the share of the OWNER and also be entitled to an interest of 18 % over the same.

7. ASSIGNMENT



For GLS INFRAPROJECTS PVT LTD

Page 9 of 13



Authorised Signatory



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.

8. DEMARCATION OF DEVELOPED AREA

- a) That on finalization of the layout plans of the said real estate project, the DEVELOPER shall demarcate the respective areas coming to the share of the DEVELOPER and the OWNER respectively.
- b) That the area shall as far as possible to be distributed as per their share in total area between the parties as per the available size of plots in the said real estate project.
- c) The DEVELOPER shall endeavor to allot in favour of the Owner exact allocation in the proportionate share of available shop-cum-office in mixed ratios of developed area in the said project, however, if due to the sizes of the developed plots in the scheme, the exact developed area cannot be allotted in that event, the **Owner** shall pay market price for the area allotted in excess of its allocation. In the event of the developed area being allotted to the **Owner** is less than the area to be allotted to the **Owner**, the **Owner** shall be entitled to refund at the market rate, and thereafter the **Owner** shall not have any claim left for that area. The size of the plot and the location of the plot will be determined by the **Developer** but in no event the **Owner** shall be entitled to claim the developed area in excess of his allocation as a matter of right.
- d) That such distribution shall unless otherwise mutually agreed take place as if the parties are co-OWNER in the land and as per the settled principles of law applicable to partition of immovable properties.

9. MARKETING & SALE OF DEVELOPED AREA

- a) That the DEVELOPER shall be responsible for the complete marketing and sale of the developed area in the said real estate project.
- b) That the DEVELOPER may hire any suitable agency and devise strategy for the marketing of the said real estate project.



For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



OFFICE OF THE REGISTRAR

OFFICE OF THE REGISTRAR

- c) That the DEVELOPER will maintain complete records for the agreements to sell the developed area in the said 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) The OWNER is free to deal and sell the plot to the third party in respect of his share on the said land and in such a case, the DEVELOPER shall have no right to raise any objection regarding the same. However, in case any liability occurs on account of sale/transfer of the OWNER's share, then the OWNER shall pay the same to the concerned authorities and alone shall be held liable and responsible in this behalf and also indemnify the DEVELOPER at all times in all respects.

10. TIME PERIOD

- a) That in general the time shall 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 and subject to factors beyond its control.
- 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 collaborator assures that the development work of the said land shall start within 6 months of getting all the necessary NOC's/any other Govt. approvals including but not limited to RERA.



For GLS INFRAPROJECTS PVT LTD

Page 11 of 13



Authorised Signatory



THE REGISTRAR, HARSARU

Page 1 of 2

- d) That the DEVELOPER shall not be held responsible for delay the occasioned by the government authorities in providing requisite sanctions, permissions or approvals regarding the development of the said real estate project or for any factor beyond the control of the DEVELOPER.

11. FORCE MAJEURE

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

12. 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. IRREVOCABILITY

- a) That the present Agreement is of an irrevocable in nature and the OWNER shall not have any right to revoke the same.



For GLS INFRAPROJECTS PVT LTD



Authorised Signatory



- b) That the OWNER shall be estopped to do any act or omission which shall frustrate the object of the present Agreement and the development of the said agreed project.


14. 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. 
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

2. 
SHIV KUMAR SINGH
Advocate
Distt. Courts, Gurugram

Parties



OWNER

Smt. Maya Devi

For GLS INFRAPROJECTS PVT LTD


DEVELOPER Authorised Signatory

M/s GLS Infraprojects Private Limited, through its AR Mr. Rakesh Kumar

